

RESOLUTIONS 1991

- 91-01 Approving Cooperative Reimbursement IV-D Program Agreement for the St. Clair County Friend of the Court
- 91-02 Approving Cooperative Reimbursement IV_D Program Agreement for the St. Clair County Prosecuting Attorney
- 91-03 Adopting and Approving the Execution of the Contract at the County Airport Airport Layout Plan
- 91-04 Adopting Collective Bargaining Agreement between St. Clair County Probate Court and Probate Court Clerical Employees - TPOAM
- 91-05 Adopting Collective Bargaining Agreement Between St. Clair County Probate Court and Juvenile Counselors Association
- 91-06 Adopting Collective Bargaining Agreement between St. Clair County Friend of Court and Friend of Court Employees S.E.I.U.
- 91-07 Urging Release of Federal Contingency Funds to the Health Care Financial Administration
- 91-08 Adopting the St. Clair County Recreation Plan 1991-2001 ;
- 91-09 Suspending Retirement System Ordinance Article, IV Section 4.5 (F)
- 91-10 Annual Report - Drain Commissioner
- 91-11 Establishing Sewage Disposal System NoX Village of Capac
- 91-12 Authorizing the Department of Public Works to proceed with Sewage Disposal System Improvements - Village of Capac
- 91-13 Authorizing Payment of Lost Coupon
- 91-14 Authorizing Conveyance of Easement for Sidewalk on M-29
- 91-15 Approving 1991 County Equalization Report
- 91-16 Resolution Authorizing St. Clair County Water Supply System No II-A Bonds Series 1991 Clay Township
- 91-17 Requesting Withholding of Land and Appointing Agent for Specific Performance
- 91-18 Confirming Road Commission Contract with Certified Public Accountants
- 91-19 Authorizing Settlement Agreement for Litigation of Claims from Ceta Program
- 91-20 Resolution Authorizing \$1,550,000 Aggregate Principal St. Clair County Sewage Disposal System no X (Village of Capac) Bonds, Series 1991 - A Sewage Disposal System No. X (Village of Capac) Bonds, Series 1991 -B
- 91-21 Adopting Accounts Payable Procedures
- 91-22 Adopting Equipment Purchase/Building Operation and Maintenance Projects Procedures.

- 91-38 Endorsing the Michigan Motor Fuel Tax Increase
- 91-45 Adopting the 1992 Budget General Appropriations Act
- 91-48 Relative in Change in Rate of County Contribution to the St. Clair County Employees' Retirement System
- 91-49 Establishing Sewage Disposal System for Part of the County of St. Clair Sewage Disposal System No. XI City of Yale
- 91-50 Authorizing the Department of Public Works to Proceed with Construction of Sewage Disposal System Improvements
- 91-40 Re: Appropriation of Drug Task Force Millage Funds 1992
- 91-51 Adopting 1992 Special Revenue, Debt Service, and Other Specific Funds Budgets and Amending the 1991 General Fund, Special Revenue and Debt Service Funds Budgets
- 91-52 New Second Blue Water Bridge to Link St. Clair County and Sarnia/Lambton Area
- 91-53 Authorizing Expansion of District Court Building, Marine City

RESOLUTION AUTHORIZING
\$1,550,000 AGGREGATE PRINCIPAL ST. CLAIR COUNTY
SEWAGE DISPOSAL SYSTEM NO. X (VILLAGE OF CAPAC) BONDS,
SERIES 1991-A
SEWAGE DISPOSAL SYSTEM NO. X (VILLAGE OF CAPAC) BONDS,
SERIES 1991-B

A RESOLUTION PROVIDING FOR THE ISSUANCE OF BONDS TO DEFRAY THE COST OF A SEWAGE DISPOSAL SYSTEM PROJECT; PROVIDING FOR THE PAYMENT AND SECURITY OF SAID BONDS, AND PROVIDING FOR OTHER MATTERS RELATIVE TO SAID BONDS AND THE SECURITY THEREFOR.

Minutes of a _____ Meeting of the Board of Commissioners of the County of St. Clair, Michigan (the "County"), held in said County on the ___ day of _____, 1991, at _____ o'clock _____ .m., Eastern Standard Time.

PRESENT: Members _____

ABSENT: Members _____

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS, the County, acting by and through its Board of Commissioners and pursuant to the authority conferred upon it by Act 185, Public Acts of Michigan, 1957, as amended (the "Act"), did, by resolution duly adopted by a two-thirds (2/3) vote of the members-elect of said Board of Commissioners, establish a Department of Public Works in and for the County for the administration of the powers conferred upon the County by said Act; and

WHEREAS, pursuant to the authorization of Section 2 of the Act, a Board of Public Works (the "Board") has been appointed and is functioning as the governing body of said Department of Public Works; and

WHEREAS, the Village of Capac (the "Local Unit") has previously established a sewage disposal system established by the County as the Sewage Disposal System No. X (the "System"); and

WHEREAS, the County, by and through the Board, and the Local Unit have entered into a contract (the "Contract") for the construction and financing of certain sewage disposal system improvements as a part of that System (the "Project"), which Contract is attached hereto and made a part of this resolution; and

WHEREAS, the Contract has been duly approved by resolutions of the Board and the legislative body of this Local Unit and has been fully executed by the parties thereto; and

MILLER, CANFIELD, PADDOCK AND STONE

WHEREAS, plans, specifications and estimates of cost of the Project have been prepared by McNamee, Porter & Seeley, Inc., consulting engineers of Ann Arbor, Michigan, and have been duly approved by the Board; and

WHEREAS, under the provisions of the Contract, the Local Unit has obligated itself to pay the cost of said Project to be financed by the issuance of bonds of the County by paying the installments, plus interest, as specified in Section 9 of the Contract (the "Contractual Payments"), and has further obligated itself to collect sufficient moneys annually for the purpose of meeting the Contractual Payments, subject to statutory and constitutional limitations; and

WHEREAS, the County now proposes to issue its bonds, as authorized by the Act, and as authorized pursuant to the Michigan Clean Water Assistance Act, Act 317 Public Acts of Michigan 1988, as amended ("Act 317") in anticipation of and secured primarily by the Contractual Payments which the Local Unit has in the Contract obligated itself to provide in such amounts as may be necessary to pay the cost of constructing the Project, and all things necessary to the authorization and issuance of said bonds under the Act having been done, and the County being now empowered and desirous of authorizing the issuance of said bonds; and

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

WHEREAS, the County intends to sell a portion of the bonds to the Michigan Municipal Bond Authority (the "Bond Authority") pursuant to Act 317 and pursuant to the Purchase Contract, a copy of which is attached hereto as Exhibit A.

THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY, AS FOLLOWS:

Section 1. The plans, specifications and estimates of cost for the Project as prepared by the consulting engineers are hereby accepted and approved, and it is hereby determined to be advisable and necessary for the public health of the County to acquire, construct and complete the Project as provided in said plans and specifications.

Section 2. The Contract is hereby ratified, confirmed and approved.

Section 3. The total estimated cost of acquiring and constructing the Project, including payment of incidental expenses as specified in Section 5 of this resolution, in the amount of \$1,550,000 is hereby approved and confirmed.

Section 4. The estimated period of usefulness of the Project is determined to be not less than fifty (50) years.

Section 5. For the purpose of defraying the cost of the Project, including payment of engineering, legal and financial expenses, there shall be borrowed the sum of One Million Five Hundred Fifty Thousand Dollars (\$1,550,000), and in evidence thereof there shall be issued the bonds of the County in two series in an equivalent aggregate principal amount, which bonds are sometimes hereinafter referred to in this resolution as the "bonds."

Section 6. The bonds shall be designated ST. CLAIR COUNTY SEWAGE DISPOSAL SYSTEM NO. X (Village of Capac) BONDS, SERIES 1991-A (LIMITED TAX GENERAL OBLIGATION) (the "Series A Bonds") and ST. CLAIR COUNTY SEWAGE DISPOSAL SYSTEM NO. X (Village of Capac) BONDS, SERIES 1991-B (LIMITED TAX GENERAL OBLIGATION) (the "Series B Bonds") , the principal of and interest thereon to be payable primarily out of the Contractual Payments required to be paid by the Local Unit pursuant to the Contract. The Series A Bonds and Series B Bonds are referred to herein as the "Bonds." The Series A Bonds shall be in the principal amount of \$1,160,000 and consist of a single fully registered bond, shall be dated as of the date of disbursement to the County of the first installment of principal, callable prior to maturity as hereinafter provided, and shall be payable in the years and amounts as shown on Exhibit B of the form of Series A Bond set forth in Section 12 of this resolution. The Series A Bonds shall bear interest at the rate of 2%, payable as provided in the form of the Series A Bond set forth in Section 12 of this resolution.

The Series B Bonds shall be in the principal amount of \$390,000 and consist of fully registered bonds issued in denominations of \$5,000 or multiples thereof not exceeding in any year the principal amount maturing in that year; shall be dated as of the date of delivery, or such other date shall be determined by the Village President upon advice of bond counsel; shall be subject to redemption prior to maturity as provided in the form of Series B Bond set forth in Section 12, and shall be payable on October 1 in the years and amounts as provided below:

1992	\$10,000	2002	\$20,000
1993	10,000	2003	20,000
1994	10,000	2004	20,000
1995	10,000	2005	25,000
1996	10,000	2006	25,000
1997	15,000	2007	25,000
1998	15,000	2008	30,000
1999	15,000	2009	30,000
2000	15,000	2010	35,000
2001	15,000	2011	35,000

In the event the Bond Authority requires an adjustment to the principal amount of the Series A Bonds, the Chairman of the Board of Commissioners is hereby authorized to adjust the respective principal amounts of each series of Bonds so long as the aggregate principal amount of both series of bonds does not exceed One

Million Five Hundred Fifty Thousand Dollars (\$1,550,000) and is also hereby authorized to adjust the maturities for each series of bonds, pursuant to Act No. 227, Public Acts of Michigan 1985, as amended and Act of 202, Public Acts of Michigan, 1943, as amended, and other applicable statutory provisions.

The Series B Bonds shall bear interest at a rate or rates determined at the sale thereof, first payable on April 1, 1992, not exceeding 10% per annum, and semiannually thereafter, by check drawn on the transfer agent for the Series B Bonds and mailed to the registered owner of record as of the 15th day of the month preceding the payment date for each interest payment. The date of determination of registered owner for purposes of payment of interest as provided in this Section may be changed by the County to conform to market practice in the future. The principal of the Series B Bonds shall be payable at the designated office of the transfer agent. The Board is hereby authorized to designate a Michigan bank or trust company to act as transfer agent and to enter into all required contractual arrangements with such designee.

Section 7. The Chairman of the Board of Commissioners and the County Clerk are hereby authorized and directed to execute the Bonds by means of their manual or facsimile signatures when issued and sold for and on behalf of the County and to impress or imprint thereon the seal or a facsimile seal of the County.

No Series B Bond shall be valid until authenticated by an authorized officer of the transfer agent. The Series B Bonds shall be delivered to the transfer agent for authentication and shall then be delivered to the purchaser in accordance with instructions from the Treasurer of the County upon payment of the purchase price for the Series B Bonds in accordance with the bid therefor when accepted. Executed blank Series B Bonds for registration and issuance to transferees shall simultaneously, and from time to time thereafter as necessary, be delivered to the transfer agent for safekeeping.

Any Series B Bond may be transferred upon the books of the County maintained by the transfer agent by the person in whose name it is registered, in person or by duly authorized attorney, upon surrender of the Series B Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the transfer agent. Whenever any Series B Bond or Bonds shall be surrendered for transfer, the transfer agent shall authenticate and deliver a new Series B Bond or Bonds, for like aggregate principal amount and maturity. The transfer agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

Section 8. The Bonds and the interest thereon shall be payable primarily from the Contractual Payments received by the Board on behalf of the County, for the payment of which the Local

Unit has in the Contract pledged its unlimited tax full faith and credit pursuant to the provisions of the Act. Pursuant to the provisions of Section 6, Article IX of the Michigan Constitution of 1963, the Local Unit has covenanted and agreed to levy taxes annually to the extent necessary to provide the funds to meet its Contractual Payments when due in anticipation of which the bonds are issued, which taxes shall not be limited as to rate or amount as authorized by a vote of the qualified electors in the Village on May 7, 1991. All of such Contractual Payments are hereby pledged solely and only for the payment of principal of and interest on the bonds.

Section 9. Pursuant to the authorization provided in the Act, the full faith and credit of the County is hereby pledged for the prompt payment of the principal of and interest on the bonds as the same shall become due. If for any reason there are not sufficient funds on hand from the Contractual Payments to pay the principal of and interest on the Bonds when due, upon written notification by the Board to the County Treasurer of the amount of such deficiency, the County Treasurer shall promptly deposit into the debt retirement fund for the Bonds the amount of such deficiency out of general funds of the County. If it becomes necessary for the County to so advance any such moneys, it shall be entitled to reimbursement from any surplus from time to time existing in the fund which said principal and interest are primarily liable, or from any other legally available source. The County recognizes and covenants that its full faith and credit pledge hereunder is a first budget obligation, and, to the extent necessary to provide funds to meet such pledge herein provided, it is obligated to levy ad valorem taxes against the taxable property in the County, which taxes, however, shall be subject to statutory and constitutional limitations.

Section 10. It shall be the duty of the Board, after the adoption of this resolution and delivery of the Bonds herein authorized, to open special depository account with a bank or trust company to be designated by the Board to be designated DEBT RETIREMENT FUND - ST. CLAIR COUNTY SEWAGE DISPOSAL SYSTEM NO. X (VILLAGE OF CAPAC) BONDS, sometimes referred to as the "debt retirement fund," into which account the Board shall deposit all Contractual Payments as received, and into which account any advances made by the County pursuant to Section 9 of this resolution shall be deposited. The moneys from time to time on hand in said debt retirement fund shall be used solely and only for the payment of the principal of and interest on the Bonds, or, to the extent of any surplus, to reimburse the County for any advances made pursuant to Section 9 hereof. The County shall have the right to invest moneys in the debt retirement account as provided in the Contract, which investments may be in obligations other than those of the depository bank or trust company only.

Section 11. The operation, maintenance and administration of the System and the acquisition and construction of the Project shall be under the overall jurisdiction and control of the Board as

agency of the County, and the provisions in the Contract relative to such operation, maintenance and administration are hereby recognized, approved and confirmed.

Section 12. The Series A Bond shall be in substantially the following form:

[FORM OF SERIES A BOND]

UNITED STATES OF AMERICA

STATE OF MICHIGAN

COUNTY OF ST. CLAIR

ST. CLAIR COUNTY

SEWAGE DISPOSAL SYSTEM NO. X (VILLAGE OF CAPAC) BONDS,
SERIES 1991-A

(LIMITED TAX GENERAL OBLIGATION)

The County of St. Clair, State of Michigan (the "Issuer"), for value received, hereby promises to pay to the Michigan Municipal Bond Authority (the "Authority") the principal sum of _____ (\$ _____) or such lesser amount as shall be equal to the total principal disbursed by the Authority to the Issuer pursuant to a Purchase Contract between the Issuer and the Authority and a Supplemental Agreement by and among the Issuer, the Authority and the State of Michigan acting through its Department of Natural Resources, as shown on the Registration Grid attached hereto as Exhibit A, in lawful money of the United States of America on the dates and in the principal installments indicated on the Payment Schedule attached as Exhibit B hereto, unless prepaid prior thereto, as hereinafter provided, with interest on said principal until paid from the date each installment of principal is disbursed by the Authority to the Issuer at the rate of 2% per annum, payable on _____ 1, 199_ and semiannually thereafter.

This bond is payable as to principal, premium, if any, and interest at the corporate trust office of Michigan National Bank, Grand Rapids, Michigan, or to such other place as shall be designated in writing by the Authority to the Issuer (the "Authority's Depository"). The Issuer agrees that it will deposit with the Authority's Depository payments of principal of premium, if any, and interest on this bond in immediately available funds at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise. This bond is subject to redemption prior to its stated maturity only at such times, in such amounts, and at such redemption prices as shall be approved in writing by the Authority. Written notice of any redemption of any principal installments of this bond prior to its stated maturity shall be given by the Issuer and received by the Authority's Depository at least 40 days prior to the date on which such redemption is to be made.

In the event of a default in the payment of principal or interest hereon when due, whether at maturity, by redemption or otherwise, the amount of such default shall bear interest (the "additional interest") at a rate equal to the rate of interest which is two percent above the Authority's cost of providing funds (as determined by the Authority) to make payment on the bonds of the Authority issued to provide funds to purchase this bond but in no event in excess of the maximum rate of interest permitted by law. The additional interest shall continue to accrue until the Authority has been fully reimbursed for all costs incurred by the Authority (as determined by the Authority) as a consequence of the Issuer's default. Such additional interest shall be payable on the interest payment date following demand of the Authority. In the event that (for reasons other than the default in the payment of any municipal obligation purchased by the Authority) the investment of amounts in the reserve account established by the Authority for the bonds of the Authority issued to provide sufficient available funds (together with any other funds which may be made available for such purpose) to pay the interest on outstanding bonds of the Authority issued to fund such account, the Issuer shall and hereby agrees to pay on demand only the Issuer's pro rata share (as determined by the Authority) of such deficiency as additional interest on this bond.

The bonds of this issue are payable primarily from the proceeds of contractual payments to be paid by the Village of Capac (the "Village"), located in the County of St. Clair, Michigan, to the Board of Public Works, acting for and on behalf of the Issuer, pursuant to a certain contract dated _____, 1991, between the Issuer and the Village, whereby said Board, on behalf of the Issuer, is to construct sewage disposal system improvements to service said Village, as a part of the Village's sewage disposal system. By the provisions of said contract and pursuant to the authorization provided by law, the Village has pledged its unlimited tax full faith and credit for the payment of its contractual payments. The Issuer has irrevocably pledged to the payment of this issue of bonds the total contractual payments, which said total payments are established in the amount required to pay the principal of and interest on the bonds of this issue when due. As additional security for the payment of the bonds of this issue, the Issuer, pursuant to the provisions of Act 185, Public Act of Michigan, 1957, as amended, ("Act 185") and a three-fifths (3/5) vote of the members-elect of its Board of Commissioners, has pledged its full faith and credit for the prompt payment of the principal of and interest thereon. Pursuant to an election held on May 7, 1991, the Village is authorized to levy taxes without limitation as to rate or amount for its payment of the contract obligations. Both the Issuer and the Village are required to pay their respective debt service commitment on the bonds as a first budget obligation from their general funds, including the collection of any ad valorem taxes which each is authorized to levy. However, the ability of the Issuer to levy such taxes is subject to statutory and constitutional limitations.

MILLER, CANFIELD, PADDOCK AND STONE

This bond is issued pursuant to a resolution duly adopted by the Board of Commissioners of the Issuer on _____, 1991, and under and in full compliance with the Constitution and statutes of the State of Michigan, including specifically Act 185, for the purposes of paying the cost of constructing sewage disposal system improvements to service said Village. This bond is of equal standing and priority of lien as to the contractual payments and the limited tax obligation of the Issuer with the Issuer's St. Clair County Sewage Disposal System (Village of Capac) Bonds, Series 1991-B. For a complete statement of the funds from which and the conditions under which this bond is payable, and the general covenants and provisions pursuant to which this bond is issued, reference is made to the above described resolution.

This bond is subject to prepayment in whole or in part on any interest payment date on or after October 1 _____, but only upon the prior written consent of the Authority.

It is hereby certified and recited that all acts, conditions and things required by law precedent to and in the issuance of this bond, have been done and performed in regular and due time and form as required by law.

IN WITNESS WHEREOF, the County of St. Clair, State of Michigan, by its Board of Commissioners, has caused this bond to be signed in the name of said County by the manual signature of the Chairman of the Board of Commissioners and to be countersigned by the manual signature of the County Clerk and the corporate seal of said County to be impressed hereon, all as of July 24, 1991, 1991.

COUNTY OF ST. CLAIR

BY William St. Danneels
Chairman, Board of Commissioners

[SEAL]

Marion Sargent
County Clerk

EXHIBIT A

Registration Grid

The following registration grid indicates the disbursement of principal from the Authority to the Issuer. NOTHING SHALL BE WRITTEN HEREON EXCEPT BY THE AUTHORITY OR ITS DEPOSITORY.

<u>Date of Registration</u>	<u>Principal Disbursement</u>	<u>Signature of Authority Representative</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

MILLER, CANFIELD, PADDOCK AND STONE

EXHIBIT B

Payment Schedule

The following payment schedule indicates repayment by the Issuer of principal due on this bond. Repayment of principal shall be made according to this schedule until the full amount disbursed by the Authority to the Issuer as shown on Exhibit A is repaid, unless prepaid as provided in the bond. In the event less than \$ _____ in principal is disbursed to the Issuer, as shown on Exhibit A, the Authority may prepare a new payment schedule which shall be approved by resolution of the Issuer. NOTHING SHALL BE WRITTEN HEREON EXCEPT BY THE AUTHORITY OR ITS DEPOSITORY.

<u>Due Date</u>	<u>Principal Installment</u>	<u>Date Paid</u>	<u>Signature of Authority Representative</u>
-----------------	------------------------------	------------------	--

MILLER, CANFIELD, PADDOCK AND STONE

The Series B Bond shall be in substantially the following form:

[FORM OF SERIES B BOND]

NO. _____

UNITED STATES OF AMERICA

STATE OF MICHIGAN

COUNTY OF ST. CLAIR

ST. CLAIR COUNTY SEWAGE DISPOSAL SUPPLY SYSTEM NO. X

(VILLAGE OF CAPAC) BONDS, SERIES 1991-B

(LIMITED TAX GENERAL OBLIGATION)

MILLER, CANFIELD, PADDOCK AND STONE

<u>Interest Rate</u>	<u>Date of Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
		October 1, 1991	

Registered Owner:

Principal Amount: _____ Dollars

The County of St. Clair, State of Michigan (the "Issuer"), for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America on the Date of Maturity specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on _____ 1, 1992 and semiannually thereafter. Principal of this bond is payable at the _____ office of _____, Michigan, or such other transfer agent as the Issuer may hereafter designate by notice mailed to the registered owner hereof not less than sixty (60) days prior to any interest payment date (the "Transfer Agent"). Interest on this bond is payable to the registered owner of record

as of the fifteenth (15th) day of the month preceding the payment date as shown on the registration books of the Issuer maintained by the Transfer Agent, by check or draft mailed to the registered owner at the registered address.

The bonds of this issue are payable primarily from the proceeds of contractual payments to be paid by the Village of Capac, located in the County of St. Clair, Michigan, to the Board of Public Works, acting for and on behalf of the Issuer, pursuant to a certain contract dated _____ 1, 1991, between the Issuer and the Village, whereby the Board, on behalf of the Issuer, is to construct sewage disposal system improvements to service the Village, said system designated as "St. Clair County Sewage Disposal System No. X (Village of Capac)." By the provisions of said contract and pursuant to the authorization provided by law, the Village has pledged its full faith and credit for the payment of its contractual payments. The Issuer has irrevocably pledged to the payment of this issue of bonds the total contractual payments, which total payments are established in the amount required to pay the principal of and interest on the bonds of this issue when due. As additional security for the payment of the bonds of this issue, the Issuer, pursuant to the provisions of Act 185, Public Acts of Michigan, 1957, as amended, and a three-fifths (3/5) vote of the members-elect of its Board of Commissioners, has pledged its full faith and credit for the prompt payment of the principal of and interest thereon. Pursuant to an election held on May 7, 1991, the Village is authorized to levy taxes without limitation as to rate or amount for its payment of the contractual obligations. The full faith and credit pledge of the Issuer is the limited tax general obligation of the Issuer. In the event of insufficiency of the Contractual Payments, the Issuer and the Village are each required to pay its debt service commitment on the bonds as a first budget obligation from its general funds, including the collection of any ad valorem taxes which each is authorized to levy. However, the ability of the Issuer to levy such taxes is subject to statutory and constitutional limitations.

This bond is one of a total authorized issue of bonds of even original issue date, aggregating the principal sum of \$1,550,000, issued pursuant to a resolution duly adopted by the Board of Commissioners of the Issuer on _____ 1, 1991, and under and in full compliance with the Constitution and statutes of the State of Michigan, including specifically Act 185, Public Acts of Michigan, 1957, as amended, for the purposes of paying part of the cost of constructing sewage disposal system improvements to service the Village. This bond is of equal standing and priority of lien as to the contractual payments and the limited tax obligation of the Issuer with the Issuer's St. Clair County Sewage Disposal System (Village of Capac) Bonds, Series 1991-A. For a complete statement of the funds from which and the conditions under which this bond is payable, and the general covenants and provisions pursuant to which this bond is issued, reference is made to the above described resolution.

Bonds of this issue maturing in the years 1992 to 1998, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds in multiples of \$5,000 of this issue maturing in the years 1999 to 2011, inclusive, shall be subject to redemption prior to maturity, at the option of the Issuer, in such order as the Issuer shall determine, on any interest payment date on or after _____ 1, 1998, at par and accrued interest to the date fixed for redemption, plus a premium expressed as a percentage of par, as follows:

2.0% of the par value of each bond or portion thereof called for redemption prior to _____ 1, 2002;

1.0% of the par value of each bond or portion thereof called for redemption on or after _____ 1, 2002, but prior to _____ 1, 2004;

0.5% of the par value of each bond or portion thereof called for redemption on or after _____ 1, 2004, but prior to _____ 1, 2008.

No premium shall be paid on bonds or portions thereof called for redemption on or after _____ 1, 2008.

In case less than the full amount of an outstanding bond is called for redemption, the Transfer Agent, upon presentation of the bond called for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to the registered owners of bonds or portions thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. Bonds so called for redemption shall not bear interest after the date fixed for redemption provided funds are on hand with the Transfer Agent to redeem said bonds.

This bond is transferable only upon the books of the Issuer kept for that purpose at the office of the Transfer Agent by the registered owner hereof in person, or by the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolutions authorizing the bonds, and upon the payment of the charges, if any, therein prescribed.

It is hereby certified and recited that all acts, conditions and things required by law precedent to and in the issuance of this

bond, and the series of which this is one, have been done and performed in regular and due time and form as required by law.

This bond is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this bond has been executed by the Transfer Agent.

IN WITNESS WHEREOF, the County of St. Clair, State of Michigan, by its Board of Commissioners, has caused this bond to be signed in the name of the County by the facsimile signature of the Chairman of the Board of Commissioners and to be countersigned by the facsimile signature of the County Clerk and a facsimile of the corporate seal of the County to be imprinted hereon, all as of the Date of Original Issue.

COUNTY OF ST. CLAIR

By William H. Daniels
Chairman, Board of Commissioners

[SEAL]

Marion Sargent
County Clerk

[FORM OF TRANSFER AGENT'S
CERTIFICATE OF AUTHENTICATION]

Certificate of Authentication

This bond is one of the bonds described in the within-
mentioned resolution.

Transfer Agent

By _____
Authorized Signature

Date of Authentication: _____

Section 13. Nothing contained in this resolution or the Contract shall be construed to prevent the County from issuing additional bonds under the provisions of the Act for any of the purposes authorized by the Act, but any such bonds shall in no way have any lien on or be payable out of the Contractual Payments pledged to the payment of the bonds of this authorized issue, except such additional bonds as may be necessary may be issued to complete the Project pursuant to the authorization provided in Section 14 of the Contract.

Section 14. The proceeds of each principal disbursement of the Series A Bonds and of sale of the Series B Bonds shall be deposited in a special depository account in a bank to be designated by the Board, said account to be designated "St. Clair County Sewage Disposal System No. X (Village of Capac) Bonds, Series 1991, Construction Fund" (hereinafter referred to as the "construction fund"). The moneys from time to time in such fund shall be used solely and only to pay costs of acquiring and constructing the Project. Any premium and accrued interest paid at the time of delivery of the Series B Bonds shall be deposited in the debt retirement fund established under the provisions of Section 10 of this resolution.

Section 15. The provisions of this resolution, together with the Contract, shall constitute a contract between the County and the holder or holders of the Bonds from time to time, and after the issuance of the Bonds, no change, variation or alteration of the provisions of this resolution and the Contract may be made which would lessen the security for the Bonds. The provisions of this resolution and the Contract shall be enforceable by appropriate proceedings taken by such holder either at law or in equity.

Section 16. The County covenants and agrees with the successive holders of the Bonds that so long as any of the Bonds remain outstanding and unpaid as to either principal or interest:

(a) The County and the Board, as agents of the County, will punctually perform all of their obligations and duties under this resolution and the Contract, including all collection, segregation and application of the Contractual Payments in the manner required by the provisions of this resolution.

(b) The County and the Board, as the agents of the County, will apply and use the proceeds of the sale of the Bonds for the purposes and in the manner required by the Contract and this resolution. The County will maintain and keep proper books of record and account relative to the application of funds for the construction of the Project and the Contractual Payments received pursuant to the Contract or monies advanced by the County. Not later than three (3) months after the end of each year, the Board shall cause to be prepared a

statement, in reasonable detail, sworn to by its chief accounting officer, showing the application of the proceeds of the sale of the Bonds, the cash receipts from the Contractual Payments or monies advanced by the County during such year, and the application thereof, and such other information as may be necessary to enable any taxpayer or any holder or owner of the Bonds, or anyone acting in their behalf, to be fully informed as to all matters pertaining to the construction of the Project and application of funds therefor or for the payment of Bonds during such year. A certified copy of said statement shall be filed with the County Clerk and the Clerk of the Local Unit and a copy shall also be sent to the manager or managers of the account purchasing the bonds.

(c) To the extent permitted by law, the County will take or abstain from taking all actions required or prohibited by the federal Internal Revenue Code and regulations thereunder as may be necessary to permit the interest on the Bonds to be (or continue to be) excluded from gross income for federal income tax purposes.

Section 17. The County Clerk and the Chairman of the Board of Commissioners are hereby authorized to execute and deliver the Purchase Contract, Supplemental Agreement and Issuer's Certificate forms of which are attached hereto as Exhibit A, such other documents as may be necessary to the delivery of the Bonds.

Section 18. The Board is hereby designated, for and on behalf of the County, to (a) notify the Michigan Department of Treasury of the County's intent to issue the Bonds described herein, to pay the related fees and to request an order providing an exception for each series of the Bonds from prior approval by the Department of Treasury, or in the alternative secure Treasury approval of the Bonds by means of a full application; (b) with respect to the Series B Bonds, prepare form of notice of sale, fix a date of sale, conduct the sale, and accept the best bid received at such sale; (c) publish such notice of sale in an authorized bond paper, at least seven (7) full days prior to the date fixed for sale; and (d) do all other acts and take all other necessary procedures required to effectuate the sale, issuance and delivery of the Bonds, including, if appropriate, purchase of the credit enhancements, and reducing the amount of bonds sold and/or delivered if the Board determines that the full amount thereof is not necessary to complete the Project.

Section 19. The Series B Bonds are hereby designated as "qualified tax exempt obligations" for purposes of deduction of interest expense by financial institutions under the provisions of the Internal Revenue Code of 1986, as amended.

Section 20. Bond Redemption. The Series B Bonds are subject to redemption prior to maturity at the times and prices and in the manner set forth in this resolution.

Unless waived by any registered owner of Series B Bonds to be redeemed, official notice of redemption shall be given by the transfer agent on behalf of the County. Such notice shall be dated and shall contain at a minimum the following information: original issue date; maturity dates; interest rates; CUSIP numbers, if any; certificate numbers, and in the case of partial redemption, the called amounts of each certificate; the redemption date; the redemption price or premium; the place where Series B Bonds called for redemption are to be surrendered for payment; and that interest on Series B Bonds or portions thereof called for redemption shall cease to accrue from and after the redemption date.

In addition, further notice shall be given by the transfer agent in such manner as may be required or suggested by regulations or market practice at the applicable time, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed herein.

Section 21. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are repealed.

Section 22. This resolution shall become effective immediately upon its passage.

AYES: Members Acciavatti, Keegan, Krajenke, Mechtenberg, Pack
Pennington, Quain, Danneels - 8

NAYS: Members None

RESOLUTION DECLARED ADOPTED.

Marion Sargent
County Clerk

MILLER, CANFIELD, PADDOCK AND STONE

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, State of Michigan, at a Meeting held on July 25, 1991, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.


County Clerk

MILLER, CANFIELD, PADDOCK AND STONE

DEP75021455.1178011-00-00010

AUTHORIZING EXPANSION OF DISTRICT COURT BUILDING,
MARINE CITY

WHEREAS, in 1972 the building housing the 72nd District Court servicing the downriver area of St. Clair County was constructed, and,

WHEREAS, considerable development in the southern end of the County has been effected since the original construction of the building, and,

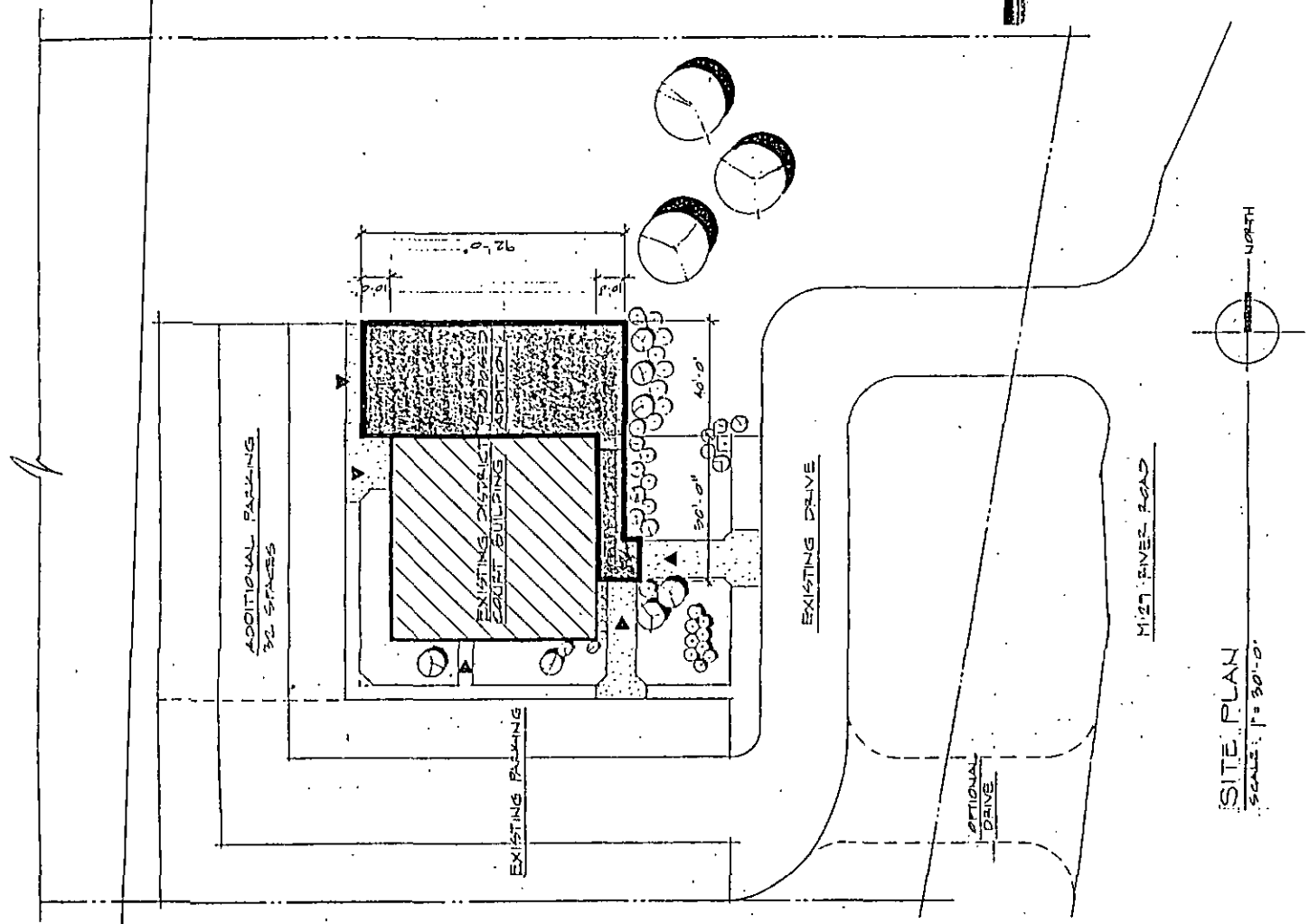
WHEREAS, incidental to this continued development, there has been a substantial increase in the volume of civil and criminal cases processed in this court facility, and,

WHEREAS, there are fourteen (14) police or enforcement agencies utilizing our Marine City Court for the southern area of our county. These agencies are 1) Sheriff Department, 2) State Police Post #23, 3) State Police Post #24, 4) DNR, 5) Weighmaster 6) Commercial Vehicles Division, 7) Marine City Police, 8) Clay Township/Algonac Police, 9) St. Clair City Police, 10) Ordinance Enforcement - Casco, 11) China, 12) Cottrellville, 13) Ira, and 14) East China, and,

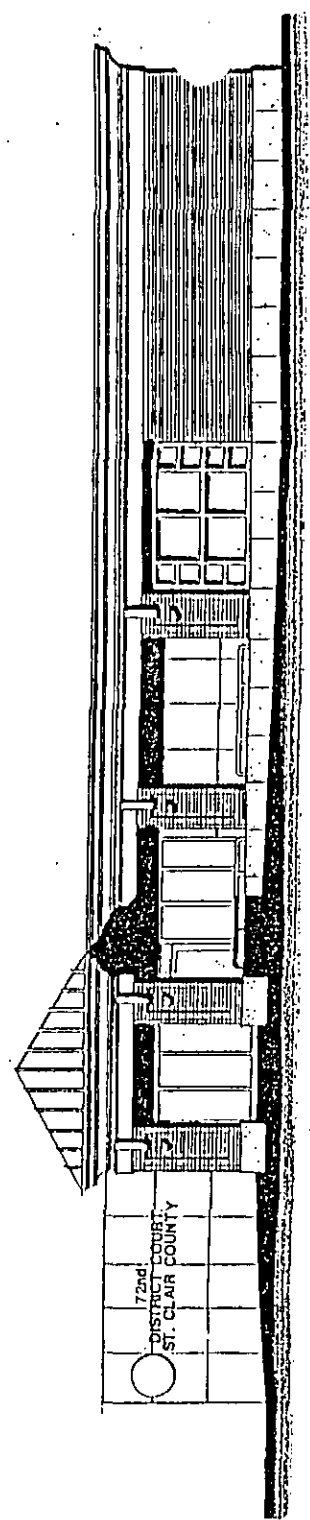
WHEREAS, the present facilities are not adequate to serve plaintiffs, defendants, attorneys, court visitors and personnel and to file current case load storage requirements, and,

WHEREAS, the present parking facilities for the Marine City Court are totally inadequate for our present case load and projected case load increases would cause very serious parking complications, and,

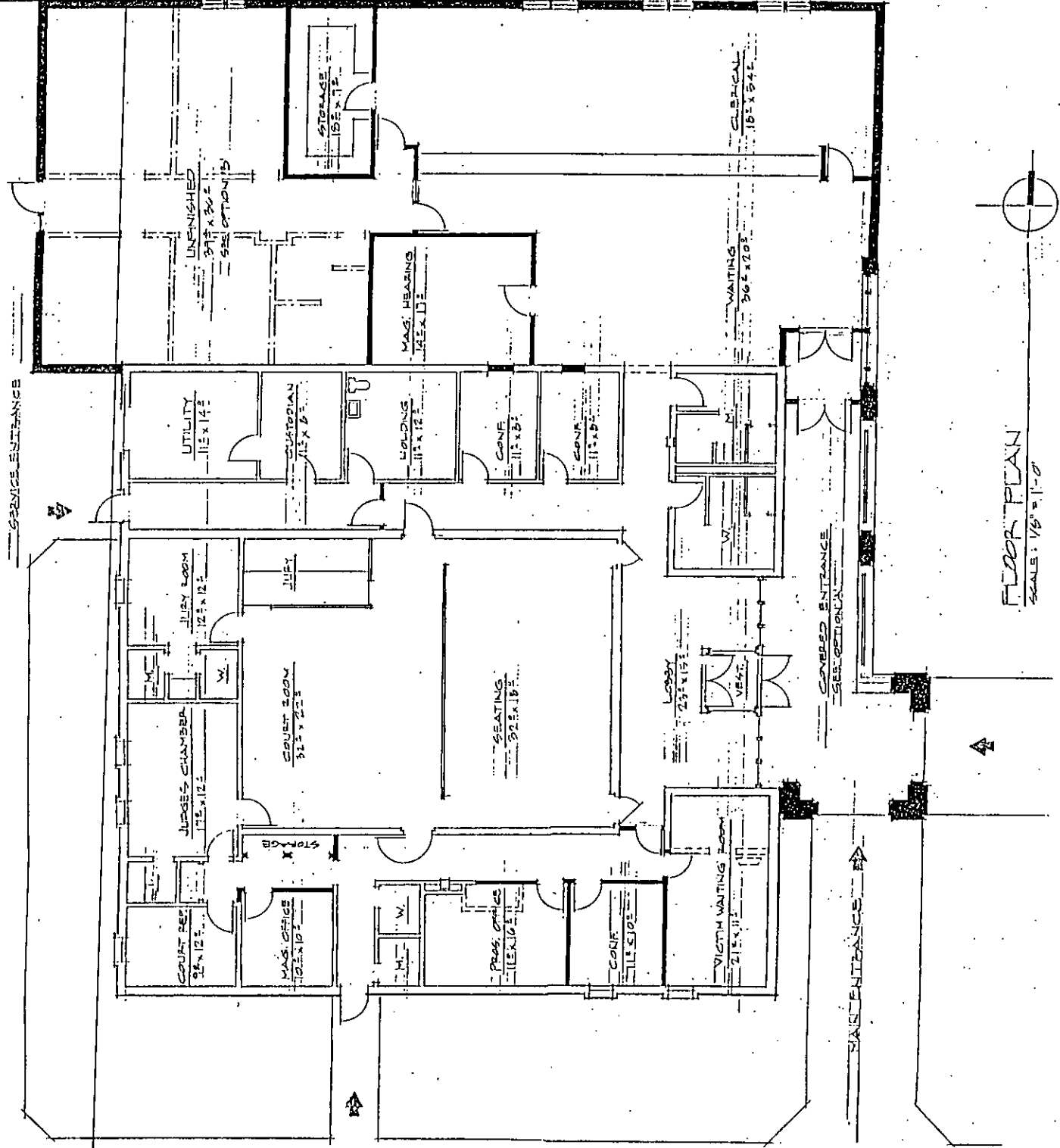
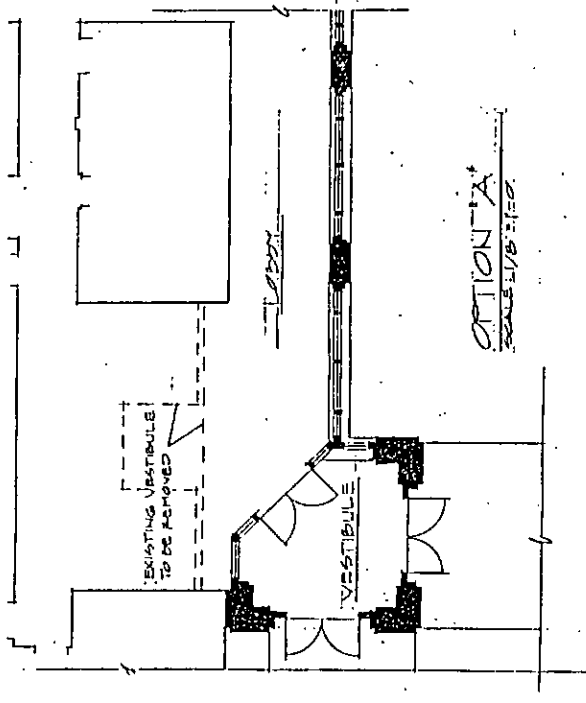
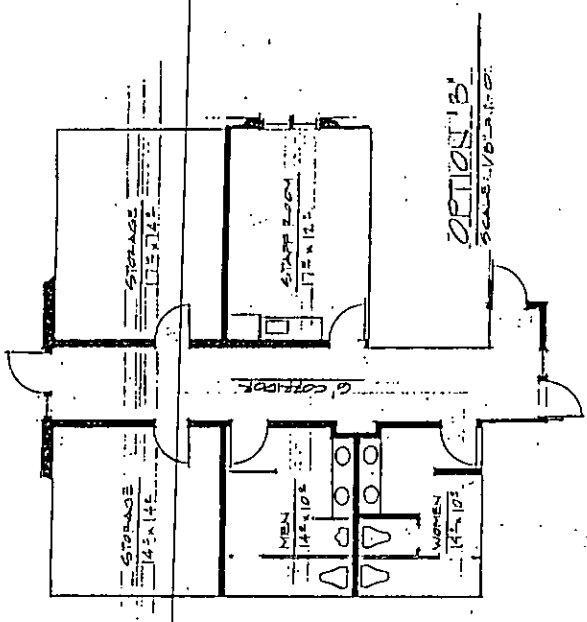
WHEREAS, a preliminary study has been conducted by Roy French and Associates, the results of which conclude that to construct an additional 3,600 to 4,000 square feet would cost approximately \$350,000 to \$400,000. A copy of the initial construction sketch is attached hereto as Exhibit "A", and,



SITE PLAN
 SCALE: 1" = 30'-0"



EAST ELEVATION
 SCALE: 1/8" = 1'-0"



NEW SECOND BLUE WATER BRIDGE TO LINK ST. CLAIR COUNTY
AND SARNIA/LAMBTON AREA

WHEREAS, the economic, historic, and cultural links between communities in St. Clair County, Michigan and the Sarnia/Lambton area in Ontario, Canada, are of vital importance to business, government, and the general citizenry of both countries; and,

WHEREAS, the economic future of communities in Michigan and Ontario, especially in light of the increasingly global nature of the world economy, is directly dependent on the continued strength of trading ties and other kinds of exchange between those communities; and,

WHEREAS, border crossing facilities like the Blue Water Bridge play a major role in maintaining a healthy trading relationship between communities in Michigan and Ontario by providing open and easy access between the two countries; and,

WHEREAS, traffic at the Blue Water Bridge has more than doubled in the last five years, and trends project that traffic will exceed capacity at the Bridge as early as 1993; and,

WHEREAS, a study recently commissioned by the Michigan Department of Transportation and the Ontario Ministry of Transportation highlighted the unbearably high cost, both direct and indirect, present and future, that traffic delays at the Bridge can create for businesses, individuals and entire communities.

NOW, THEREFORE, BE IT RESOLVED, that the people of the County of St. Clair stand in support of the construction of a new span at the Blue Water Bridge which will be capable of supporting traffic volumes between communities in Michigan and Canada well into the 21st century.

DAVID E. BONIOR
12TH DISTRICT, MICHIGAN

WASHINGTON OFFICE:
2242 RAYBURN OFFICE BUILDING
WASHINGTON, DC 20515
TEL.: (202) 225-2106
FAX (202) 226-1169
TTY AVAILABLE

Congress of the United States
House of Representatives
Washington, DC 20515

HOME OFFICES:
59 NORTH WALNUT, SUITE 305
MT. CLEMENS, MI 48043
TEL.: (313) 469-3232
FAX: (313) 469-7950
TTY AVAILABLE
526 WATER STREET
PORT HURON, MI 48060
TEL.: 987-8889
FAX AVAILABLE

December 2, 1991

Mr. William Danneels,
St. Clair County Board of Commissioners
407 Westminster
Marine City, MI 48039

Dear Bill:

I would like to thank you for taking time out of your busy schedule to attend the November 15 meeting at the U.S. Federal Building regarding a second Blue Water Bridge.


In order to ensure continued economic growth in the Blue Water region we must plan for the future today. That is why the Honorable Ken James, member of Parliament for Sarnia-Lambton, and I are proposing that a second span be built.

Your support in building a second bridge will be important in the next few months. In order to demonstrate local support, I ask that your board pass a resolution supporting a second span at your earliest convenience. I have enclosed, for your use, a copy of a draft you may find helpful. I would appreciate receiving an official copy of your adopted resolution so I can present it to the Michigan Department of Transportation in late January.

My office is ready to assist you in your endeavors to support a second span for the Blue Water Bridge. If you have any questions regarding this matter please contact my staff assistants Ed Bruley at (313) 469-3232 or Tim Morse at (313) 987-8889.

Once again thank you for attending the meeting and I hope to hear from you soon.

Sincerely,


David E. Bonior
Member of Congress

DEB/jsl

RESOLUTION

At a regular meeting of the (official body) held on (date), the following Resolution was officially adopted as part of the permanent record of the (official body).

Whereas, the economic, historic, and cultural links between communities in St. Clair County, Michigan and the Sarnia/Lambton area in Ontario, Canada are of vital importance to business, government, and the general citizenry of both countries; and

Whereas, the economic future of communities in Michigan and Ontario, especially in light of the increasingly global nature of the world economy, is directly dependent on the continued strength of trading ties and other kinds of exchange between those communities; and

Whereas, border crossing facilities like the Blue Water Bridge play a major role in maintaining a healthy trading relationship between communities in Michigan and Ontario by providing open and easy access between the two countries; and

Whereas, traffic at the Blue Water Bridge has more than doubled in the last five years, and trends project that traffic will exceed capacity at the Bridge as early as 1993; and

Whereas, a study recently commissioned by the Michigan Department of Transportation and the Ontario Ministry of Transportation highlighted the unbearably high cost, both direct and indirect, present and future, that traffic delays at the Bridge can create for businesses, individuals, and entire communities.

Now Therefore Be It Resolved that the people of the (City, Township, Village) of (Name) stand in support of the construction of a new span at the Blue Water Bridge which will be capable of supporting traffic volumes between communities in Michigan and Canada well into the 21st century.

Be It Further Resolved that the people of the (City, Township, Village) of (Name) request that the State of Michigan through the Michigan Department of Transportation enter into an agreement with Canadian Blue Water Bridge Authority to jointly establish a new authority for the purpose of planning, financing, and contracting with a private entity for the construction and operation of a new span.

Resolution Declared Adopted

ADOPTING 1992 SPECIAL REVENUE, DEBT SERVICE, AND OTHER SPECIFIC FUNDS BUDGETS AND AMENDING THE 1991 GENERAL FUND, SPECIAL REVENUE AND DEBT SERVICE FUNDS BUDGETS

WHEREAS, under the provisions of the Uniform Budgeting and Accounting Act 621 of 1978 for local units of government in Michigan, all budgets for Special Revenue and Debt Service Funds must be adopted by the Legislative Body, and,

WHEREAS, the County Administrator/Controller hereby submits and recommends the adoption of Special Revenue Fund, and Debt Service Fund 1992 Budgets - Attached Exhibit "A", in accordance with the Uniform Budgeting and Accounting Act, P.A. 621 of 1978, and,

WHEREAS, the County Administrator/Controller also hereby submits and recommends the adoption of certain other Specific Fund 1992 budgets - Attached Exhibit "B".


WHEREAS, also under P.A. 621 of 1978, amendments to Governmental fund type budgets must be approved by the Legislative Body, and in accordance with generally accepted accounting principles as applicable to government units, the budget revenues and expenditures should be compared to the actual revenues and expenditures in the financial statements at year-end, and,

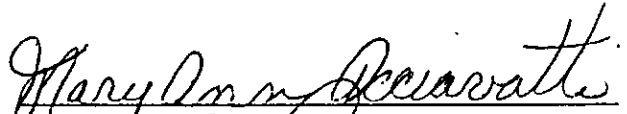


WHEREAS, in certain 1991 budget revenues and expenditures, totals should be amended as recommended in attached Exhibit "C".

NOW, THEREFORE, BE IT RESOLVED, that the above recommended 1992 Special Revenue, Debt Service and other Specific Funds Budgets be adopted and 1991 General Fund, Special Revenue and Debt Service Funds be amended as recommended, in compliance with State of Michigan Public Act 621 of 1978, which amends P.A. 2 of 1968, entitled "The Uniform Budgeting and Accounting Act."

DATED: December 18, 1991

Reviewed and Approved by:


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

Special Revenue Funds - 1992 Budgets

	Road Commission	Friend of Court Act 294	Health Department	Mental Health	Family Counseling	County Planning	Public Improv.	Resource Recovery	Hazardous Waste	Household Hazardous Waste	Community Corrections	Liquor Tax
Revenues												
Taxes	-	-	-	-	-	-	-	-	-	-	-	-
Licenses & Permits	-	-	-	-	18,000	-	-	-	-	-	-	-
Intergovernmental-Federal	1,221,890	-	-	2,001,983	-	-	-	-	-	-	-	-
-State	8,829,996	216,359	1,894,042	11,506,872	-	9,900	-	-	-	-	120,000	212,000
-Other	619,535	-	-	22,384	-	-	-	-	22,500	-	-	-
Charges for Services	-	18,000	268,577	4,717,031	-	63,000	-	96,000	-	-	-	-
Fines & Forfeits	-	-	-	-	-	-	-	-	-	-	-	-
Interest & Rents	40,000	-	-	6,999	-	-	-	-	-	-	-	-
Other Revenues	25,000	-	94,546	56,561	-	-	-	200	-	-	-	-
	10,736,421	234,359	2,257,165	18,311,840	18,000	72,900	-	96,200	22,500	120,000	-	212,000
Expenditures												
Current												
Judicial	-	111,352	-	-	-	-	-	-	-	-	-	-
General Government	-	-	-	-	-	-	-	72,248	30,000	-	-	-
Public Safety	-	-	-	-	-	350,344	-	-	-	120,000	-	-
Public Works	10,337,386	-	-	-	-	-	-	-	-	-	-	-
Health & Welfare	-	-	3,956,949	19,146,233	15,000	-	-	-	-	-	-	203,000
Recreation & Culture	-	-	-	-	-	-	-	-	-	-	-	-
Capital Outlay	500,000	13,000	35,800	25,000	5,000	4,000	35,000	4,000	-	-	-	-
Debt Service	607,700	-	-	-	-	-	-	-	-	-	-	-
	11,445,086	124,352	3,992,749	19,171,233	20,000	354,344	35,000	76,248	30,000	120,000	-	203,000
Other Financing Sources(Uses)												
Operating Transfers In-												
County Appropriation	708,665	-	1,635,584	859,393	-	281,444	35,000	-	7,500	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-	-
Operating Transf.Out	-	-	-	-	-	-	-	-	-	-	-	-
	708,665	-	1,635,584	859,393	-	281,444	35,000	-	7,500	-	-	-
Excess of Budgeted Revenues and Other Sources Over(Under) Budgeted Expenditures & Other Uses												
	-	110,007	(100,000)	-	(2,000)	-	-	19,952	-	-	-	9,000
Estimated Fund Balance at Beginning of Year	665,876	559,949	262,236	1,241,336	27,288	17,767	105,898	45,568	-	-	-	44,000
Estimated Fund Balance at End of Year	665,876	669,976	162,236	1,241,336	25,288	17,767	105,898	65,520	-	-	-	53,000

	Office Automation	Senior Citizens Millage	Drug Task Force	Insurance Claims	Second. Road Patrol	Law Library	County Library
Revenues							
Taxes		\$1,401,867	\$836,489	\$	\$	\$	\$
License & Permits							
Intergovernmental - Federal							
- State		39,265	23,429		106,011		97,883
- Other							14,900
Charges for Services							124,380
Fines & Forfeits			15,000			6,500	611,800
Interest & Rents		20,000	15,000				15,000
Other Revenues				15,000			4
		1,461,132	889,918	15,000	106,011	6,500	864,423
Expenditures							
Current							
Judicial							
General Government	10,000			250,000			
Public Safety			759,918		120,110	29,115	
Public Works							
Health & Welfare		1,332,680					
Recreation & Culture							1,578,781
Capital Outlay	25,000		30,000		10,000		131,890
Debt Service							
	35,000	1,332,680	789,918	250,000	130,110	29,115	1,710,671
Other Financing Sources(Uses)							
Operating Transfers In-							
County Appropriation	35,000			200,000	24,099	14,500	846,248
Other							
Operating Transfers Out-Other		(22,350)	(100,000)	(200,000)			
	35,000	(22,350)	(100,000)		24,099	14,500	846,248
Excess of Budgeted Revenues and Other Sources Over(Under) Budgeted Expenditures		106,102		(235,000)		(8,115)	
Estimated Fund Balance at Beginning of Year		39,925	103,586	282,597	4,819	15,280	23,180
Estimated Fund Balance at End of Year		146,027	103,586	47,597	4,819	7,165	23,180

	Forfeited Asset Sharing	C.B.T.A.	H.U.D.	Criminal Justice Training	Social Services	Child Care	Soldiers Relief	Veterans Trust
Revenues								
Taxes	-	-	-	-	-	-	-	-
License & Permits	-	-	-	-	-	-	-	-
Intergovernmental - Federal	-	-	-	-	125,000	63,400	-	-
- State	-	-	-	25,000	1,930,100	555,497	-	80,000
- Other	-	-	-	-	-	1,500	-	-
Charges for Services	-	-	-	-	-	74,500	-	-
Fines & Forfeits	50,000	-	-	-	-	-	-	-
Interest & Rents	-	200	3,000	-	-	-	-	-
Other Revenues	-	-	15,000	-	75,000	-	-	-
	50,000	200	18,000	25,000	2,130,100	697,297	-	80,000

	Forfeited Asset Sharing	C.B.T.A.	H.U.D.	Criminal Justice Training	Social Services	Child Care	Soldiers Relief	Veterans Trust
Expenditures								
Current								
Judicial	-	-	-	-	-	-	-	-
General Government	50,000	200	-	-	-	-	-	-
Public Safety	-	-	-	25,000	-	-	-	-
Public Works	-	-	-	-	-	-	-	-
Health & Welfare	-	-	18,000	-	2,400,000	2,655,435	500	80,000
Recreation & Culture	-	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	10,550	-	-
Debt Service	-	-	-	-	-	-	-	-
	50,000	200	18,000	25,000	2,400,000	2,665,985	500	80,000

	Forfeited Asset Sharing	C.B.T.A.	H.U.D.	Criminal Justice Training	Social Services	Child Care	Soldiers Relief	Veterans Trust
Other Financing Sources (Uses)								
Operating Transfers In -								
County Appropriation	-	-	-	-	219,900	1,968,688	-	-
Other	-	-	-	-	-	-	500	-
Operating Transfers Out-Other	-	-	-	-	219,900	1,968,688	500	-

Excess of Budgeted Revenues and Other Sources Over (Under) Budgeted Expenditures & Other Uses	-	-	-	-	(50,000)	-	-	-
Estimated Fund Balance at Beginning of Year	38,734	-	80,691	-	124,818	89	192	6,691

Estimated Fund Balance at End of Year	38,734	-	80,691	-	74,818	89	192	6,691
---------------------------------------	--------	---	--------	---	--------	----	-----	-------

St. Clair County
Debt Service Funds
Budgets
1992

EXHIBIT "A" page 1 of 2

SDS 1	SDS 1	SDS 3	SDS 3	SDS 3	SDS 4	SDS 5	SDS 6	SDS 6	SDS 9	WSS 1	WSS 6
Series 2	Series 2	Series 2	Series 2	Refund-							
Clay/Ira	E.China	E.China	E.China	ing	Cottrel.	S.C.Twp.	Ft.Grat.	1983 Ext.	Ft.Grat.	Kimball Ft.Grat.	Kimball

<u>Revenue</u>	\$157,530	\$442,870	\$ 33,455	\$ 68,506	\$273,538	\$ 77,210	\$ 45,900	\$428,525	\$ 45,160	\$173,127	\$135,822	114,020
Intergov.-Other local units												
<u>Expenditures</u>												
Debt Service-Princip.Rat.	90,000	300,000	30,000	58,000	135,000	50,000	35,000	300,000	25,000	125,000	95,000	45,000
-Interest	67,360	142,250	3,375	13,466	136,813	26,780	10,575	127,880	20,131	48,000	40,703	68,720
-Fees	170	620	80	40	1,725	460	228	675	29	127	119	300
	157,530	442,870	33,455	68,506	273,538	77,210	45,900	428,525	45,160	173,127	135,822	114,020

Other Financing Sources
Operating Transfers in-Other

Excess of Budgeted Revenues
and other sources over
Budgeted Expenditures

Estimated Fund Balance at
Beginning of Year

Estimated Fund Balance at
end of year

	278	1,127	258	345	268	371	353	339	318	573	392	773
	\$ 278	\$ 1,127	\$ 258	\$ 345	\$ 268	\$ 371	\$ 353	\$ 339	\$ 318	\$ 573	\$ 392	\$ 773

St. Clair County
Debt Service Funds
Budgets
1992

WSS 1 1979 Ext. Pt. Grt.	WSS 3 B. China	WSS 6 Kibbell	MVPF 1977	Emergency Highway Jobs (83)	Building Authority	Drain	SDS 10 Capec	WSS 2-A CLAY
--------------------------------	-------------------	------------------	--------------	-----------------------------------	-----------------------	-------	-----------------	-----------------

Revenue								
Intergovernmental-Other Local Units	\$41,770	\$63,464	\$32,994	\$ -	\$ -	\$ -	\$95,290	\$ 173,938
Interest	-	-	-	-	280	-	-	-
	<u>41,770</u>	<u>63,464</u>	<u>32,994</u>	<u>-</u>	<u>280</u>	<u>-</u>	<u>95,290</u>	<u>173,938</u>
Expenditures								
Debt Service - Principal retirement	20,000	45,000	25,000	182,635	200,000	121,000	35,000	20,000
- Interest	21,770	8,424	7,844	5,850	134,250	2,500	59,790	153,438
- Fees	-	40	180	121	1,000	-	500	500
	<u>41,770</u>	<u>53,464</u>	<u>32,994</u>	<u>376,111</u>	<u>335,250</u>	<u>123,500</u>	<u>95,290</u>	<u>173,938</u>

Other Financing Sources								
Operating transfers in - other	-	-	-	230,950	376,111	123,500	-	-

Excess of budgeted revenues and other sources over budgeted expenditures	-	-	-	-	-	-	-	-
--	---	---	---	---	---	---	---	---

Estimated fund balance at beginning of year	-	254	125	-	3,606	222,431	-	451
---	---	-----	-----	---	-------	---------	---	-----

Estimated fund balance at end of year	\$ -	\$ 254	\$ 125	\$ -	\$ 3,606	\$ 222,431	\$ -	\$ 451
---------------------------------------	------	--------	--------	------	----------	------------	------	--------

1992 SANITARY LANDFILL BUDGET
FUND 517-526

REVENUE

<u>607</u>	Landfill Fees	2,950,000 *****
------------	---------------	--------------------

EXPENDITURES

517-526

SANITARY LANDFILL

<u>701</u>	<u>Personal Services</u>	
704	Salaries & Wages, Perm.	20,000
705	Salaries & Wages, Temp.	26,000
706	Salaries & Wages, Overtime	6,000
709	Longevity	400
715	Employer's Soc. Sec.	3,900
716	Hospital Insurance	2,200
717	Employee's Life Ins.	80
718	Retirement Contribution	4,100
719	Dental Insurance	400
721	Disability Insurance	152
722	Unemployment Ins.	152
723	Worker's Comp.	<u>756</u>
		64,140
<u>726</u>	<u>Supplies</u>	
727	Office Supplies	<u>5,000</u>
		5,000
<u>800</u>	<u>Other Services & Charges</u>	
820	Water Samplings	80,000
821	Engineering Services	250,000
822	Landfill Operator	800,000
823	Other Prof. & Contractual	1,650,000
824	Tipping Fees-Kimball Twp.	40,000
850	Communications	1,000
860	Travel-Mileage	500
861	Travel-Other	500
900	Printing & Binding	3,000
920	Utilities	5,000
953	Cost Allocation	103,360
954	Refunds and Rebates	1,000
955	Miscellaneous	<u>44,500</u>
		2,978,860
<u>970</u>	<u>Capital Outlay</u>	
974	Land Improvements	<u>400,000</u>
		400,000
<u>977</u>	<u>Other Transfers Out</u>	
	Transfers Out	<u>2,000</u>
		2,000
	Total Expenditures:	3,450,000 *****

DATA PROCESSING
1992 ANNUAL BUDGET

REVENUE

626	Services	165,886 *****
-----	----------	------------------

EXPENDITURES

<u>701</u>	<u>Personal Services</u>	
703	Salaries & Wages, Supvsvy.	37,800
704	Salaries & Wages, Perm.	26,000
705	Salaries & Wages, Temp.	1,000
709	Longevity	3,700
715	Employer's Soc. Sec.	5,240
716	Hospital Insurance	9,800
717	Employees' Life Ins.	160
718	Retirement Contrib.	8,775
719	Dental Insurance	800
721	Disability Insurance	203
722	Unemployment Ins.	203
723	Workers' Compensation	<u>1,028</u>
		94,709
<u>726</u>	<u>Supplies</u>	
727	Office Supplies	8,000
728	Books	<u>300</u>
		8,300
<u>800</u>	<u>Other Services & Charges</u>	
801	Professional & Contractual	55,000
850	Communications	2,000
860	Travel-Mileage	500
861	Travel-Other	2,000
930	Repairs & Service	2,500
940	Equipment Rental	2,000
958	Education & Training	<u>1,000</u>
		65,000
<u>970</u>	<u>Capital Outlay</u>	
980	Equipment	<u>15,000</u>
		<u>15,000</u>
	Total Expenditures:	183,009 *****

RECOMMENDED GENERAL FUND
1991 BUDGET ADJUSTMENTS
SUMMARY

1991 Unadjusted Revenue Budget	\$28,672,128
Less: Net Revenue Adjustments	<u>-51,529</u>
1991 Adjusted Revenue Budget	\$28,620,599
	=====

1991 Unadjusted Expenditure Budget	\$28,672,128
Less: Net Expenditure Adjustments	<u>-205,001</u>
1991 Adjusted Expenditure Budget	\$28,467,127
	=====

RECOMMENDED GENERAL FUND
1991 BUDGET ADJUSTMENTS

Revenue Budget Increases

<u>Judicial</u>	
Probate Court - Juvenile	\$ 11,000
<u>General Government</u>	
Elections	1,000
Clerk - Register	79,000
<u>Public Safety</u>	
Marine Law	60,500
Jail	163,000
Animal Shelter	73,000
<u>Transfers In-other</u>	
Public Improvement Fund	67,111
Composting Education Grant Fund	889
Social Services	<u>200,000</u>
	\$ 655,500
	=====

Revenue Budget Decreases

<u>Judicial</u>	
Circuit Court	\$ 5,000
District Court	171,000
Friend of Court	149,000
Probate Court - Adult	3,000
<u>General Government</u>	
County Treasurer	361,529
Drain Commissioner	4,000
<u>Public Safety</u>	
Sheriff	7,000
Emergency Services	4,000
<u>Health & Welfare</u>	
Public Guardian	<u>2,500</u>
	\$707,029
	=====

RECOMMENDED GENERAL FUND
1991 BUDGET ADJUSTMENTS

Expenditure Budget Increases

<u>Judicial</u>	
Circuit Court	\$ 91,500
Probate Court - Adult	12,500
Probate Court - Juvenile	27,500
<u>General Government</u>	
Clerk - Register	40,000
Personnel	28,000
<u>Public Safety</u>	
Marine Law	58,800
Animal Shelter	21,000
<u>Health & Welfare</u>	
Substance Abuse	1,961
Medical Examiner	2,500
Ambulance - E.M.S.	10,000
Public Guardian	2,700
<u>Appropriations</u>	
Medical Centre	60,000
Planning	34,000
Radio Communications	70,500
Household Hazardous Waste	20,000
Secondary Road Patrol	12,000
Child Care	<u>55,000</u>
	\$ 547,961
	=====

Exhibit C

RECOMMENDED GENERAL FUND
1991 BUDGET ADJUSTMENTS

Expenditure Budget Decreases

<u>Legislative</u>		
Board of Commissioners	\$	13,000
Other Legislative Activities		80,000
<u>Judicial</u>		
Friend of Court		43,500
<u>General Government</u>		
Elections		66,000
Administrator/Controller		4,000
Equalization		43,414
Prosecuting Attorney		88,500
Stores - Central Supply		4,000
Cooperative Extension		6,300
Buildings & Grounds		34,000
Drain Commissioner		8,500
<u>Public Safety</u>		
Sheriff		37,000
Jail		167,000
<u>Health & Welfare</u>		
Veterans Burial		5,000
<u>Recreation & Culture</u>		
Recreation/Parks		5,000
<u>Other Functions</u>		
Contingencies		<u>147,748</u>
	\$	752,962
		=====

Exhibit C

As Amended

	Board Commission	Friend of Court Act 296	Health Department	Mental Health	Family Counseling	County Planning	Public Improv.	Resource Recovery	Composting Education	Liquor Tax
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Licenses & Permits	979,472	-	189,000	2,023,094	18,000	-	-	-	-	-
Intergovernmental-Federal	6,929,809	215,460	1,648,847	10,881,112	-	24,500	-	19,273	179,000	-
-State	1,521,475	-	-	25,395	-	-	-	-	-	-
-Other	-	18,000	284,038	5,214,243	-	69,000	-	79,900	-	-
Chall for Services	-	-	-	-	-	-	-	-	-	-
Ft & Forfeits	40,000	-	-	6,999	-	-	-	-	-	-
Interest & Rents	442,000	-	59,998	57,862	-	-	-	100	-	-
OT Revenues	11,912,756	233,460	2,192,683	18,209,505	18,000	93,500	-	80,000	19,273	179,000
Expenditures										
Current										
Judicial	-	108,463	-	-	-	-	-	-	-	-
General Government	-	-	-	-	-	-	10,000	50,000	24,000	-
Public Safety	-	-	-	-	-	337,884	-	-	-	-
Public Works	11,284,016	-	-	-	-	-	-	-	-	-
Health & Welfare	-	-	3,653,379	19,018,867	14,000	-	-	-	-	135,000
Recreation & Culture	-	-	-	-	-	-	-	-	-	-
Capital Outlay	245,460	29,000	25,668	25,000	6,000	3,300	220,000	6,000	1,000	-
misc	677,280	-	-	-	-	-	-	-	-	-
	12,206,756	137,463	3,679,047	19,043,867	20,000	340,984	230,000	56,000	25,000	135,000
Other Financing Sources(Uses)										
Operating Transfers In-										
by Appropriation	630,162	-	1,286,364	834,362	-	247,484	230,000	-	-	-
Other	-	-	-	-	-	-	50,000	-	-	-
Operating Trans.Out-Other	-	-	-	-	-	-	(100,000)	-	(1,000)	-
	630,162	-	1,286,364	834,362	-	247,484	180,000	-	(1,000)	-
Excess of Budgeted Revenues										
Other Sources Over (Under)										
Budgeted Expenditures & Other Uses	336,162	95,997	(200,000)	-	(2,000)	-	(50,000)	24,000	(6,727)	44,000
Fund Balance at Beginning of Year	329,714	463,972	462,236	1,241,336	29,288	17,767	135,898	21,366	6,727	-
Estimated Fund Balance at End of Year	\$ 665,876	\$ 559,969	\$ 262,236	\$ 1,241,336	\$ 27,288	\$ 17,767	\$ 105,898	\$ 45,366	\$ -	\$ 44,000

Special Revenue Funds - 1991 Budgets

As Amended

	Office Automation	Senior Citizens Millage	Drug Task Force	Insurance Claims	Second. Road Patrol	Law Library	County Library	Forfeited Asset	Household Hazardous Waste
Revenues									
Taxes		\$1,257,772	\$771,498	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Licenses & Permits		-	-	-	-	-	-	-	-
Intergovernmental - Federal		-	-	-	-	-	-	-	-
- State		-	-	-	106,000	-	100,500	-	60,000
- Other		-	-	-	-	-	14,700	-	-
Charges for Services		-	-	-	-	-	91,832	-	-
Fees & Penalties		-	29,000	-	-	6,500	584,000	50,000	-
Interest & Rents		33,000	20,000	-	-	-	16,700	-	-
Other Revenues		-	-	12,000	-	-	290	-	-
		1,290,772	820,498	13,000	106,000	6,500	808,022	50,000	60,000

Expenditures

Current	Judicial	General Government	Public Safety	Public Works	Health & Welfare	Education & Culture	Capital Outlay	Debt Service
			165,000					
			714,498	106,000				
	1,312,770							
						1,685,115		
40,000				10,000			50,000	75,500
40,000	1,312,770	165,000	118,000	29,050	1,805,215	50,000	80,000	

Operating Transfers (Used)

Operating Transfers In -	by Appropriation	Other	Operating Transfers Out-Other
40,000			
	12,000	14,350	1,005,193
	6,500		
	(21,000)	(47,000)	
40,000	6,500	14,350	1,005,193

Summary of Budgeted Revenues and Other Sources Over (Under) Budgeted Expenditures

	(42,986)	19,000	(146,500)		9,000	
Fund Balance at Beginning of Year	82,923	64,586	429,097	4,819	23,480	38,734
Estimated Fund Balance at End of Year	\$39,925	\$103,586	\$282,597	\$4,819	\$15,260	\$38,734

As Amended

Source	Community Corrections									
	H.U.D.	Criminal Justice Training	Social Services	Child Care	Soldiers Relief	Veterans Trust	C.E.T.A.	Community Corrections		
Taxes	-	-	-	-	-	-	-	-	-	-
License & Permits	-	-	-	-	-	-	-	-	-	-
Intergovernmental - Federal	-	-	156,000	65,400	-	-	-	-	-	-
- State	15,848	25,000	2,141,925	439,000	-	60,000	-	-	-	1,000
- Other	-	-	-	7,900	-	-	-	-	-	-
Charges for Services	-	-	-	32,500	-	-	-	-	-	-
Fees & Forfeits	-	-	-	-	-	-	-	-	-	-
Interest & Rents	3,000	-	-	-	-	-	-	-	200	-
Other Revenues	15,000	-	84,000	9,600	-	-	-	-	-	-
Total	18,000	25,000	2,381,925	554,400	500	80,000	200	200	1,000	1,000

Expenditures

Current

Judicial	-	-	-	-	-	-	-	-	-	-
General Government	-	-	-	-	-	-	-	-	200	-
Public Safety	15,848	25,000	-	-	-	-	-	-	-	1,000
Public Works	-	-	-	-	-	-	-	-	-	-
Health & Welfare	16,000	-	2,400,000	2,440,575	500	80,000	-	-	-	-
Education & Culture	-	-	-	-	-	-	-	-	-	-
Capital Outlay	-	-	-	26,945	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-	-	-
Total	15,848	10,000	2,400,000	2,467,520	500	80,000	200	200	1,000	1,000

Operating Sources (Uses)

Operating Transfers In -

by Appropriation	-	-	218,075	1,845,320	-	-	-	-	-	-
Other	-	-	-	-	500	-	-	-	-	-
Total	-	-	(200,000)	-	-	-	-	-	-	-

Operating Transfers Out - Other

	-	-	18,075	1,845,320	500	-	-	-	-	-
--	---	---	--------	-----------	-----	---	---	---	---	---

Excess of Budgeted Revenues and Other

Source (Under) Budgeted

Expenditures & Other Uses

	-	-	-	(67,600)	-	-	-	-	-	-
--	---	---	---	----------	---	---	---	---	---	---

Balance at

Beginning of Year

	80,691	-	124,018	67,889	192	6,691	-	-	-	-
--	--------	---	---------	--------	-----	-------	---	---	---	---

Estimated Fund Balance at

End of Year

	80,691	-	124,018	67,889	192	6,691	-	-	-	-
--	--------	---	---------	--------	-----	-------	---	---	---	---

ST. CLAIR COUNTY
DEBT SERVICES FUNDS
BUDGETS

EXHIBIT "C" page 1 of 2

1991

AS AMENDED

SDS 1	SDS 1 Series 2 Clay/Ira	SDS 3 E. China	SDS 3 Series 2 E. China	SDS 3 Series 2 Refund- ing	SDS 4 Cottrel	SDS 5 S.C.Twp.	SDS 6 Pt. Grati.	SDS 6 1983 Int. Pt. Grati.	SDS 9 Kimball Pt. Grati.	WSS 1	WSS 6 1990 Kimball
\$ 130,869	\$ 461,928	\$ 44,741	\$ 70,853	\$ 261,539	\$ 80,550	\$ 47,828	\$ 443,400	\$ 47,338	\$ 179,938	\$ 131,170	\$ 117,471
60,000	300,000	40,000	55,000	135,000	50,000	35,000	300,000	25,000	125,000	85,000	45,000
70,650	161,150	4,600	15,597	145,519	30,075	12,425	142,550	22,288	54,688	45,895	71,39
168	618	82	40	1,725	462	225	675	29	127	119	306
<u>130,828</u>	<u>461,768</u>	<u>44,582</u>	<u>70,537</u>	<u>282,144</u>	<u>80,537</u>	<u>47,550</u>	<u>443,225</u>	<u>47,317</u>	<u>179,515</u>	<u>131,014</u>	<u>116,858</u>

Revenue
Interpor.-Other Local Units

Expenditures
Debt Service-Princip. Ret.
-Interest
-Fees

Other Financing Sources
Operating Transfers in-Other

Excess of Budgeted Revenues
and other sources over (under)
Budgeted Expenditures

Fund Balance at
Beginning of Year

Estimated Fund Balance at
End of Year

41	160	59	216	(505)	13	175	175	21	133	186	773
237	967	199	129	773	388	178	164	297	450	236	-
\$ 278	\$ 1,127	\$ 288	\$ 345	\$ 268	\$ 371	\$ 353	\$ 339	\$ 318	\$ 573	\$ 392	\$ 773

ST. CLAIR COUNTY
DEBT SERVICE FUNDS

EXHIBIT "C" page 2 of 2

BUDGETS
1991
AS AMENDED

	WSS 1 1979 Est.	WSS 3	WSS 6	MVF 1977	Emergency Highway Jobs (83)	Building Authority	Drain
	Ft. Grati.	M. China	Kimball				
<u>Revenue</u>							
Intergovernmental-Other Local Units	\$ 51,847	\$ 37,745	\$ 55,175	\$ 34,369	\$ -	\$ -	\$ -
Interest	-	-	-	-	-	500	-
	<u>51,847</u>	<u>37,745</u>	<u>55,175</u>	<u>34,369</u>	-	<u>500</u>	-
<u>Expenditures</u>							
Debt Services - Principal Retirement	-	15,000	45,000	25,000	168,415	200,000	76,000
- Interest	51,146	22,645	10,172	9,194	17,438	147,000	8,000
- Fees	250	100	39	150	117	500	-
	<u>51,396</u>	<u>37,745</u>	<u>55,211</u>	<u>34,344</u>	<u>242,555</u>	<u>347,500</u>	<u>84,000</u>
<u>Other Financing Sources</u>							
Operating Transfers In - Other	-	-	-	242,555	371,249	347,410	84,000
Out-Other	-	-	-	-	-	(5,000)	-
	-	-	-	<u>242,555</u>	<u>371,249</u>	<u>342,410</u>	<u>84,000</u>
Excess of budgeted revenues and other sources over (under) budgeted expenditures	451	-	(36)	25	-	(4,590)	-
Fund Balance at beginning of Year	-	-	290	100	-	8,195	222,431
Estimated Fund Balance at End of Year	<u>\$ 451</u>	<u>\$ -</u>	<u>\$ 254</u>	<u>\$ 125</u>	<u>\$ -</u>	<u>\$ 3,605</u>	<u>\$ 222,431</u>

RE: APPROPRIATION OF DRUG TASK FORCE MILLAGE FUNDS FOR 1992

WHEREAS, the citizens of St. Clair County voted approval of a special millage levy for establishment of a Drug Task Force for a period of three years; and,

WHEREAS, the Board of Commissioners has reviewed and recommended approval of certain appropriations.

NOW, THEREFORE, BE IT RESOLVED: That the appropriation of Special Millage Funds for 1992 is approved as follows:

REVENUE

404	Current Property Taxes	836,489	
541	Single Business Tax	23,429	
662	Forfeitures	15,000	
665	Interest	<u>15,000</u>	889,918
			=====

EXPENDITURES

704	Salaries & Wages - Perm.	292,067	
706	Salaries & Wages - Overtime	60,000	
709	Longevity	9,000	
715	Employer's Social Security	27,622	
716	Hospital Insurance	43,700	
717	Life Insurance	720	
718	Retirement Contribution	46,939	
719	Dental Insurance	3,600	
721	Disability Insurance	1,083	
722	Unemployment Insurance	1,083	
723	Workers' Compensation	<u>5,416</u>	491,230
727	Office Supplies	10,000	
741	Uniforms	<u>4,000</u>	14,000
801	Professional & Contractual	79,000	
813	Investigation	25,000	
850	Communications	21,000	
860	Travel-Mileage	500	
861	Travel-Other	21,592	
910	Insurance & Bonds	2,000	
920	Utilities	12,800	
926	Tax Tribunal Refunds	3,000	
930	Repairs & Service	12,000	
940	Equipment Rental	49,000	
953	Cost Allocation	22,796	
958	Education & Training	<u>6,000</u>	254,688
988	Other Equipment	<u>30,000</u>	30,000
997	Other Transfers Out	<u>100,000</u>	<u>100,000</u>
	Total Expenditures:		889,918
			=====

DATED: December 18, 1991

Reviewed and Approved by:

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

Francis R. Rajick
Mary Beth Hecker
Mary Ann O'Connell

RESOLUTION 91- 50

AUTHORIZING THE DEPARTMENT OF PUBLIC WORKS
TO PROCEED WITH CONSTRUCTION OF SEWAGE
DISPOSAL SYSTEM IMPROVEMENTS

Minutes of a meeting of the Board of Commissioners of the County of St. Clair, Michigan, held in said County on the 4th day of December, 1991 at 7:30 p.m. Eastern Standard Time.

PRESENT: Commissioners _____

ABSENT: Commissioners _____

The following preamble and resolution were offered by Commissioner _____ and supported by Commissioner _____:

WHEREAS, the City of Yale (the "City") 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 \$400,000, payable from contractual payments to be made by the City 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 sewage disposal system improvements to service said City, such improvements to consist of construction of a new lagoon cell and various improvements and extensions to the sewage disposal 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 City alone, and to be necessary for the public health, safety and welfare specifically of the City 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 sewage disposal 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 City 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 City 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 City 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: Jaffe, Raitt & Heuer, Professional Corporation, Detroit, Michigan

As Financial Consultant: Stauder, Barch & Associates
Ann Arbor, Michigan

As Engineers: James W. Shink & Associates
North Street, Michigan

4. The City 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 connection with the project should the financing and construction of the project not be completed for any reason whatsoever.

5. This Board of Commissioners hereby estimates the total cost of constructing the improvements to be \$400,000, including all engineering fees, financing costs and contingencies, such estimate subject, however, to revision upon submission of final cost estimates or receipt of bids for the project.

6. The Department of Public Works is hereby authorized to notify the Michigan Department of Treasury of the County's intent to issue the bonds described herein, to pay the related fee and to request an order providing an exception for the bonds from prior approval by the Department of Treasury.

7. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution, be, and the same hereby, are rescinded.

YES: Commissioners _____

NO: Commissioners _____

ABSTAIN: Commissioners _____

Resolution declared adopted.

DATED: December 4, 1991

Reviewed and Approved by:

Judith A. Kegg
Michael W. Pennington
Robert W. Quain

Robert J. Nickerson

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

DAA06D19

CERTIFICATE

The undersigned, the duly appointed, qualified Clerk of the County of St. Clair, Michigan, does hereby certify that the attached extract from the Minutes of a Regular Meeting of the St. Clair County Board of Commissioners, Port Huron, Michigan, held on December 4, 1991, is a true and correct copy of the original Minutes of said meeting on file and of record insofar as said original Minutes related to the matters set forth in said attached extract, and I do further certify that the copy of the Resolution appearing in said attached extract is a true and correct copy of such Resolution adopted at said Meeting on file and of record. I further certify that notice of such meeting was given, and such meeting was conducted pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of 1967, as amended.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of the County of St. Clair, Michigan, this 4th day of December 1991.

COUNTY CLERK
County of St. Clair, Michigan

(SEAL)

DAA06D19

RESOLUTION 91-49

ESTABLISHING SEWAGE DISPOSAL SYSTEM
FOR PART OF THE COUNTY OF ST. CLAIR
SEWAGE DISPOSAL SYSTEM NO. XI (CITY OF YALE)

Minutes of a meeting of the Board of Commissioners of the County of St. Clair, Michigan, held in said County on the 4th day of December, 1991 at 7:30 p.m. Eastern Standard Time.

PRESENT: Commissioners _____

ABSENT: Commissioners _____

The following preamble and resolution were offered by Commissioner _____ and supported by Commissioner _____:

WHEREAS, the Board of Commissioners of the County of St. Clair, Michigan, does hereby approve the establishment of a sewage disposal system for sewage disposal to the district hereinafter described, said system to consist generally of storm and sanitary sewers, lagoon cells and appurtenances thereto, and all plants, works, instrumentalities and properties deemed necessary for the treatment and disposal of sewage 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 sewage disposal 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 sewage disposal system shall be known as "St. Clair County Sewage Disposal System No. XI (City of Yale)" and the area to be served thereby shall be known as "St. Clair County Sewage Disposal System No. XI (City of Yale) Sewage Disposal District", and shall consist of the following territory:

<u>Municipality</u>	<u>Area To Be Served</u>
City of Yale	Entire City

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.

YES: Commissioners _____

NO: Commissioners _____

ABSTAIN: Commissioners _____

Resolution declared adopted.

DATED: December 4, 1991

Reviewed and Approved by:

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

Judith A. Kagan
Mary Ann Acciaratti
Patrick W. Querin

DAA06D14

CERTIFICATE

The undersigned, the duly appointed, qualified Clerk of the County of St. Clair, Michigan, does hereby certify that the attached extract from the Minutes of a Regular Meeting of the St. Clair County Board of Commissioners, Port Huron, Michigan, held on _____ 1991, is a true and correct copy of the original Minutes of said meeting on file and of record insofar as said original Minutes related to the matters set forth in said attached extract, and I do further certify that the copy of the Resolution appearing in said attached extract is a true and correct copy of such Resolution adopted at said Meeting on file and of record. I further certify that public notice of said meeting was given pursuant to and that said meeting was conducted in full compliance with the Open Meetings Act, being Act 267, Public Acts of 1976, as amended.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of the County of St. Clair, Michigan, this ____ day of _____, 1991.

COUNTY CLERK
County of St. Clair, Michigan

(SEAL)

DAA06D14

RESOLUTION 91-48

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

WHEREAS, under the date of October 24, 1990, the St. Clair County Board of Commissioners adopted Resolution 90-47, establishing the rate of County contribution to the St. Clair County Employees' Retirement System at 12.00%; and,

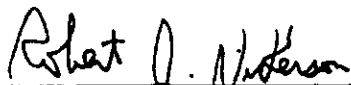
WHEREAS, the contribution to the St. Clair County Employees' Retirement System should be increased according to the Actuary Report prepared by Gabriel, Roeder, Smith, Inc., dated December 31, 1990.

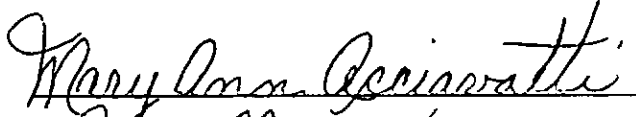
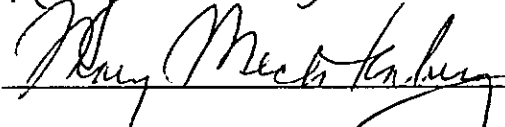
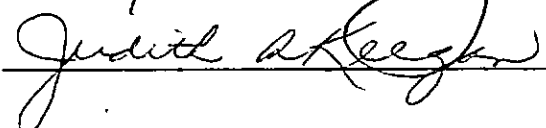
NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners authorizes the adjustment of the County contribution to the St. Clair County Employees' Retirement System from 12.00% of the payroll to 13.00%, effective with the first payroll in January 1992.

DATED: December 4, 1991

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 91-47

RESOLUTION TO PROVIDE FOR THE MITIGATION, PREPAREDNESS, RESPONSE AND RECOVERY FROM NATURAL AND HUMAN-MADE DISASTERS WITHIN ST. CLAIR COUNTY; TO ESTABLISH AN OFFICER FOR THIS PURPOSE; TO PROVIDE FOR THE COORDINATION AND UTILIZATION OF RESOURCES IN THE COUNTY IN AN EMERGENCY OR DISASTER SITUATION; AND TO PROVIDE A MEANS THROUGH WHICH THE ST. CLAIR COUNTY BOARD OF COMMISSIONERS MAY EXERCISE THE AUTHORITY AND DISCHARGE THE RESPONSIBILITIES VESTED IN THEM BY THIS RESOLUTION AND ACT NO. 390 OF THE PUBLIC ACTS OF 1976, AS AMENDED

Article I - Short Title

Section 101. This resolution shall be known as the "Emergency Management Resolution".

Article 2 - Definitions

Section 201. For the purpose of this resolution, certain words used herein are defined as follows:

(a) "Act" means the Michigan Emergency Management Act, Act No. 390 of the Public Acts of 1976, as amended.

(b) "Board" shall mean the County Board of Commissioners.

(c) "Chairperson" shall mean the member of the Board of Commissioners selected to be its Chairperson.

(d) "Disaster" means an occurrence or threat of widespread or severe damage, injury or loss of life or property resulting from a natural or human-made cause, including but not limited to, fire, flood, snowstorm, ice storm, tornado, windstorm, wave action, oil spill, water contamination, utility failure, hazardous peacetime radiological incident, major transportation accident, hazardous materials incident, epidemic, air contamination, blight, drought, infestation, explosion, or hostile military action or paramilitary action, or similar occurrences resulting from terrorist activities, riots, or civil disorders.

(e) "Disaster relief force" means all agencies of county and municipal government, private and volunteer personnel, public officers and employees, and all other persons or groups of persons identified in the St. Clair County Emergency Operations Plan or those called into duty or working at the direction of a party identified in the plan to perform a specific disaster or emergency related task during a local state of emergency.

(f) "District coordinator" means the Michigan Department of State Police District Emergency Management Coordinator. The District Coordinator serves as liaison between local emergency management programs and the Michigan State Police, Emergency Management Division in all matters pertaining to the mitigation, preparedness, response and recovery of emergency and disaster situations.

- (g) "Emergency management coordinator" means the person appointed to coordinate all matters pertaining to emergency management within the county.
- (h) "Emergency management program" means a program established to coordinate mitigation, preparedness, response, and recovery activities for all emergency or disaster situations within a given geographic area made up of one or several political subdivisions. Such a program has an appointed emergency management coordinator and meets the program standards and requirements as established by the Department of State Police, Emergency Management Division. The St. Clair County is an established emergency management program made up of county government and municipalities.
- (i) "Emergency operations plan" means the plan developed and maintained by the political subdivisions included in the emergency management program for the purpose of responding to all emergency or disaster situations by identifying and organizing the disaster relief force.
- (j) "Governor's state of disaster" means an executive order or proclamation by the Governor that implements the disaster response and recovery aspects of the Michigan Emergency Management Plan and applicable local plans of the county or municipal programs affected.
- (k) "Governor's state of emergency" means an executive order or proclamation by the Governor that implements the emergency response and recovery aspects of the Michigan Emergency Management Plan and applicable local plans of the county or municipal program affected.
- (l) "Local state of emergency" means a declaration by the County Chairperson pursuant to the act and this resolution which implements the response and recovery aspects of the St. Clair County Emergency Operations Plan and authorizes certain actions as described in this resolution.
- (m) "Vital records" means those records that contain information needed to continue the effective functioning of a government entity (jurisdiction, agency, department) and for the protection of the rights and interests of persons under emergency conditions in the event of an emergency or disaster situation.

Article 3 - Emergency Management Office:
Emergency Management Coordinator

Section 301. By the authority of this resolution there is hereby created an Officer of Emergency Management within St. Clair County government for the purpose of coordinating all mitigation, preparedness, response, and recovery activities within the county emergency management program area. The Board has established the position of Emergency Management Coordinator to staff this office and has appointed a person to fill this position. He/she has the personal attributes and experience necessary to carry out the duties and responsibilities of this position and shall act for, and at the direction of the Chairperson.

Article 5 - Chairperson; Powers; Duties

Section 501. The Chairperson shall supervise the activities of the Emergency Management Office on a continuous basis. With the advice and consent of the board, he/she shall formulate, review, and approve police and operational guidelines for this office as needed.

Section 502. On an annual basis, the Chairperson shall review the eligibility and performance of the Emergency Management Coordinator and make recommendations to the Board.

Section 503. The Chairperson shall, once every two years, review the Emergency Operations Plan and, upon deeming it adequate, shall annually certify the plan to be current and adequate for the ensuing two years.

Section 504. When circumstances within the county indicate that the occurrence or threat of occurrence of widespread or severe damage, injury, or loss of life or property from natural or human-made cause exists the Chairperson may declare a local state of emergency. Such a declaration shall be promptly filed with the Department of State Police, Emergency Management Division. This declaration shall not be continued or renewed for a period in excess of 7 days except with the consent of the Board.

Section 505. If the Chairperson invokes such power and authority, he/she shall, as soon as reasonably expedient, convene the Board for one or more emergency meetings in accordance with the Open Meetings Act to perform its normal legislative and administrative duties as the situation demands, and will report to that body relative to emergency activities. Nothing in this resolution shall be construed as abridging or curtailing the powers of the Board unless specifically provided herein.

Section 506. The Chairperson may do one or more of the following under a local state of emergency:

- (a) Direct the Emergency Management Coordinator to implement the Emergency Operations Plan.
- (b) Issue directives as to travel restrictions on county or local roads.
- (c) Relieve county employees of normal duties and temporarily reassign them to other duties.
- (d) Activate mutual aid agreements.
- (e) Direct the overall disaster relief effort, including the disaster relief force, in accordance with the Emergency Operations Plan.
- (f) Notify the public and recommend in-place or evacuation or other protective measures.
- (g) Request a state of disaster or emergency declaration from the Governor as described in Article 6.
- (h) When obtaining normal approvals would result in further injury or damage, Chairperson may, until the Board convenes, waive procedures and formalities otherwise required pertaining to the following:

- (1) For a period of up to 7 days, send the disaster relief force of the county to the aid of other communities as provided by mutual aid agreements.
- (2) For a period of up to 7 days, appropriate and expend funds from the disaster contingency fund created in Article 8 up to \$2,000.
- (3) For a period of up to 7 days make contracts, obtain and distribute equipment, materials and supplies for disaster purposes.
- (4) Employ temporary workers.
- (5) Purchase and distribute supplies, materials and equipment.
- (6) Make, amend, or rescind ordinances or rules necessary for emergency management purposes which supplement a rule, order, or directive issued by the Governor or a state agency. Such an ordinance or rule shall be temporary and, upon the Governor's declaration that a state of disaster or state of emergency is terminated, shall no longer be in effect.

Section 507. If a state of disaster or emergency is declared by the Governor, assign and make available for duty the employees, property, or equipment of the county within or without the physical limits of the county as ordered by the Governor or the Director of the Michigan Department of State Police in accordance with the act.

Article 6 - Governor Declaration Request

Section 601. If a disaster or emergency occurs that has not yet been declared to be a state of disaster or a state of emergency by the Governor, the Board hereby delegates to the Chairperson the authority to determine if the situation is beyond the control of the county. If the disaster or emergency is considered to be beyond the county's control, the Chairperson may request state assistance. The Emergency Management Coordinator shall immediately contact the District Coordinator. The District Coordinator, in conjunction with the Emergency Management Coordinator, shall assess the nature and scope of the disaster or emergency, and they shall recommend the state personnel, services, and equipment that will be required for its prevention, mitigation, or relief.

Section 602. The Chairperson shall not request state assistance or a declaration of a state of disaster or a state of emergency for an emergency which has occurred or is occurring solely within the confines of a township, city, or village within the county unless requested to do so by the chief executive official of the affected township, city or village.

Article 7 - County Departments; Liaison; Duties

Section 701. Each department/agency of county government identified by the Emergency Management Coordinator shall appoint an emergency management liaison who shall coordinate the emergency management activities of the department/agency and act as a liaison between his/her department or agency and the Emergency Management Officer on all matters pertaining to emergency management.

Section 702. Each department identified shall appoint a minimum of two people to serve as successors in the event the emergency management liaison is not available or requires assistance. Successors shall be listed in the appropriate annex to the Emergency Operations Plan.

Section 703. Each department liaison shall be responsible for the following:

- (a) Prepare and continuously update an annex to the St. Clair County Emergency Operations Plan providing for the delivery of emergency management activities by that agency or department. The annex shall be in the form prescribed by the Emergency Management Coordinator.
- (b) Recruit, appoint, and organize private, volunteer and other personnel to the part of the disaster relief force to perform specific duties as assigned in the Emergency Operations Plan.
- (c) Coordinate the agency's or department's emergency management efforts with those of other county agencies.
- (d) Attend training courses relevant to the function of the agency or department, and ensure staff is trained so as to be able to implement assigned emergency functions.
- (e) Participate in periodic exercises to enhance the adequacy of the respective agency's or department's response capability.
- (f) Develop internal Standard Operating Procedures (SOP's) to accomplish emergency notification and assigned emergency tasks.
- (g) Provide the Emergency Management Coordinator with a list of personnel and resources available within the agency or department and provide a list of those which may be needed by the department during times of emergency.
- (h) Identify and provide for the protection of vital records.
- (i) Implement the directives of the Chairperson or his/her designee under a local state of emergency.

Article 8 - Disaster Contingency Fund

Section 801. A disaster contingency fund is hereby created in the county budget of not less than \$2,000. Money must be expended from the fund when a local state of emergency has been declared for the purpose of paying the disaster relief force, purchase of supplies and services, repair costs, or other needs required specifically for the mitigation of the effects of, or in response to, the emergency or disaster.

Article 9 - Volunteers; Appointment; Reimbursement

Section 901. Each county department, commission, board, or other agency of county government is authorized to appoint volunteers to augment its personnel in time of emergency functions assigned in the Emergency Operations Plan. Such individuals are part of the disaster relief force and shall be subject to the rules and operational control set forth by the respective department, commission, board, or agency through which the appointment was made, and shall be reimbursed for all actual and necessary travel and subsistence expenses.

Article 10 - Rights of Disaster Relief Force

Section 1001. In accordance with the act, personnel of the disaster relief force while on duty shall have the following rights:

- (a) If they are employees of a county, municipality, or other governmental agency regardless of where serving, have the powers, duties, rights, privileges, and immunities and receive the compensation incidental to their employment.
- (b) If they are not employees of the county, municipality, or other governmental agency be entitled to the same rights and immunities as are provided for by law.

Article 11 - Temporary Seat of Government

Section 1101. The board shall provide for the temporary movement and reestablishment of essential government offices in the event that existing facilities cannot be used.

Article 12 - Liability

Section 1202. As provided for in the act and this resolution, the county or any political subdivision, or the agents or representatives of any political subdivision, shall not be liable for personal injury or property damage sustained by the disaster relief force. In addition, any member of the disaster relief force engaged in disaster relief activity shall not be liable in a civil action for damages resulting from an act or omission arising out of and in the course of the person's good faith rendering of that activity, unless the person's act or omission was the result of that person's gross negligence or willful misconduct. The right of a person to receive benefits or compensation to which he or she may otherwise be entitled to under the worker's compensation law, or any pension law, or act of congress will not be effected as a result of said activity.

Section 1202. As provided for in the act, any person owning or controlling real estate or other premises who voluntarily and without compensation grants the county the right to inspect, designate and use the whole or any part of such real estate or premises for the purpose of sheltering persons or for any other disaster related function during a declared local state of emergency or during an authorized practice disaster exercise, shall not be civilly liable for the death of, or injury to, any person on or about such real estate or premises under such license, privilege or other permission or for loss of, or damage to, the property of such person.

Article 13 - Sovereignty

Section 1301. Should any section, clause, or provision of this resolution be declared by the courts invalid for any reason, such declaration shall not affect the validity of this resolution as a whole or part thereof, other than the section, clause, or provision so declared to be invalid.

Article 14 - Repeals

Section 1401. All resolutions or parts of resolutions inconsistent herewith are hereby repealed.

Article 15 - Annual review


Section 1501. This resolution shall be reviewed annually by the Board and changes shall be made if necessary.

Article 16 - Effective Date

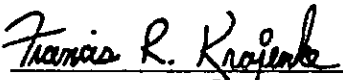
Section 1601. This resolution shall have immediate effect.

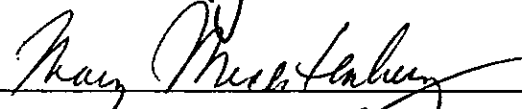
DATED: November 13, 1991

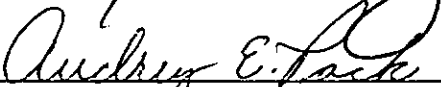
Reviewed and Approved by:

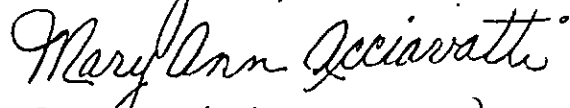
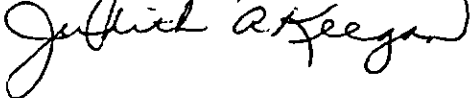


ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060







RESOLUTION 91-46

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 Eight Thousand One Hundred Fifty-eight and no/100ths (\$168,158.00) Dollars shall be paid from combined County and State funds during the life of this agreement and provided further that Forty-one Thousand Two Hundred Twenty-six and no/100ths (\$41,226.00) 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.

STATE OF MICHIGAN
DEPARTMENT OF SOCIAL SERVICES
AMENDMENT #1

WHEREAS, the Department of Social Services of the State of Michigan (hereinafter referred to as the "Department") entered into a contractual Agreement effective January 1, 1991, with the County of _____ St Clair _____, (hereinafter referred to as "Contractor"), for the provision of certain services as set forth therein; and,

WHEREAS, it is mutually desirable to the Department and to the Contractor to amend this agreement.

THEREFORE, in consideration of the promises and mutual covenants hereinabove and hereinafter contained, the parties hereto agree to the following amendments of said Agreement:

ARTICLE I

On page one (1) the ending date of this Agreement shall be extended one year, to the 31st day of December 1992.

ARTICLE II

On page one (1), and on page nine (9) Section III Paragraph B., the total dollar amount of the Agreement shall be increased as follows:

The maximum amount of this Agreement as appropriated by the Contractor shall be increased by \$168,158 to a new total of \$336,316 of which the Department shall reimburse 75.48% of actual expenditures.

The additional amount added by this Amendment shall be restricted to expenditures from January 1, 1992 through December 31, 1992. The revised Cooperative Reimbursement Budget estimate is attached and made a part of this Amendment.

It is understood by the parties that the performance indicators and other provisions of the previously mutually approved application shall continue to be in effect during the extended duration of this agreement.

This Amendment shall be attached to the Agreement, effective January 1, 1991, and made a part thereof.

FOR THE COUNTY OF ST CLAIR

Signed: Robert J. Nickerson Date: _____
Prosecuting Attorney

Signed: _____ Date: _____
Chairperson, County Board of Commissioners

FOR THE MICHIGAN DEPARTMENT OF SOCIAL SERVICES

Signed: _____ Date: _____
Gerald H. Miller, Director

TITLE IV-D COOPERATIVE REIMBURSEMENT AGREEMENT
 AMENDED BUDGET

P74

A: CONTRACT DESCRIPTION

 1. County St Clair
 2. Provider PA
 3. Funding year 1991 and 1992

COLUMN I	COLUMN II	COLUMN III	COLUMN IV
	1991	1992	1991 & 1992
B: ALLOCATION FACTORS	IV-D Budget	IV-D Budget	IV-D Budget
-----	-----	-----	-----
1. FTE positions	2.50	2.50	2.50
2. % of total FTE positions	11.11%	11.11%	11.11%
3. % of total caseload	0.00%	0.00%	0.00%

C: IV-D BUDGET CATEGORIES	IV-D Base	Adjustment to IV-D Base	Proposed IV-D Budget
-----	-----	-----	-----
1. Personnel	\$ 117,000	\$ 117,000	\$ 234,000
2. Data processing	2,000	2,000	4,000
3. Other direct	33,500	33,500	67,000
4. Central services	10,658	10,658	21,316
5. Parentage testing	5,000	5,000	10,000
-----	-----	-----	-----
6. Total budget	\$ 168,158	\$ 168,158	\$ 336,316
7. Service fees	0	0	0
8. Other income	0	0	0
-----	-----	-----	-----
9. Net budget	\$ 168,158	\$ 168,158	\$ 336,316
-----	-----	-----	-----
10. County share amount	\$ 41,226	\$ 41,226	\$ 82,452
11. County share percent	24.52%	24.52%	24.52%
12. State share amount	\$ 126,932	\$ 126,932	\$ 253,864
13. State share percent	75.48%	75.48%	75.48%

RESOLUTION 91-45

ADOPTING 1992 BUDGET
(General Appropriations Act)

WHEREAS, it is the duty of the St. Clair County Board of Commissioners during its annual October Session, to set the Budget for the County of St. Clair for the next year; and,

WHEREAS, the St. Clair County Board of Commissioners has determined the Budget for the County of St. Clair for the year 1992; and,

WHEREAS, M.S.A. 5.3228 (36) requires this Board to pass a "general appropriations act" setting forth amounts appropriated and estimated revenues, by source, in each fund for the ensuing fiscal year, all of which must be consistent with uniform charts of accounts as prescribed by the State Treasurer.

NOW, THEREFORE, BE IT RESOLVED:

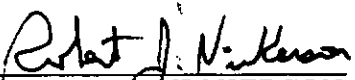
1) That the Budget for the County of St. Clair for fiscal year 1992 is attached hereto, marked as Exhibit "A", and made a part hereof by reference.

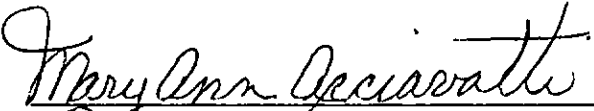
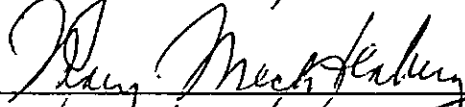

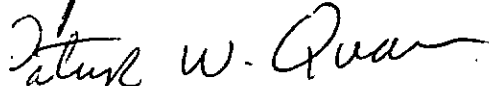
2) That said Budget conforms to the requirements of MSA 5.3228 (36) in every respect, setting forth amount appropriated, statements of estimated revenues, by source, in each fund, and is consistent with uniform charts of accounts prescribed by the State Treasurer.

3) That this Resolution constitutes a general appropriations act as required by law.

DATED: November 13, 1991

Reviewed and Approved by:


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

1992 GENERAL FUND
BUDGETED CHANGES IN AVAILABLE FUND BALANCE

Estimated Available Fund Balance - December 31, 1991	\$ 1,176,140
Add: 1992 Budgeted Revenue	29,799,855
Less: 1992 Budgeted Expenditures	<u>29,879,855</u>
Estimated Available Fund Balance - December 31, 1992	\$ <u>1,096,140</u>

1992 GENERAL FUND
REVENUE BUDGET COMPARISONS

	1990 Actual <u>Revenue</u>	1991 Estimated <u>Actual</u>	1992 <u>Budget</u>
Taxes	\$ 14,336,919	\$14,804,954	\$16,132,500
Licenses & Permits	122,395	182,010	182,036
State Grants	3,378,034	3,857,247	3,740,519
Service Charges	2,404,853	2,306,288	2,409,672
Fines & Forfeits	565,715	483,328	525,107
Interest & Rents	1,101,446	862,500	859,616
Other Revenue & Reimb.	1,337,404	1,814,348	1,801,885
Other Financing Sources	1,445,000	2,047,000	1,600,000
Cost Allocation	<u>2,107,012</u>	<u>2,450,000</u>	<u>2,548,520</u>
	<u>\$ 26,798,778</u>	<u>\$ 28,807,675</u>	<u>\$ 29,799,855</u>

1992 GENERAL FUND
EXPENDITURE BUDGET COMPARISONS

	1990 Actual <u>Expenditures</u>	1991 Estimated <u>Actual</u>	1992 <u>Budget</u>
Legislative	\$ 418,074	\$ 389,273	\$ 419,875
Judicial	6,464,142	6,838,316	7,281,351
General Government	5,547,754	6,288,735	6,116,935
Public Safety	6,515,833	6,976,680	7,101,987
Public Works	80,000	90,000	80,000
Health & Welfare	697,848	775,734	819,610
Recreation & Culture	3,000	-	106,343
Other Functions	446,709	542,950	491,660
Transfers Out (Appropriations)	<u>6,436,897</u>	<u>6,706,088</u>	<u>7,462,094</u>
	<u>\$26,610,257</u>	<u>\$28,607,776</u>	<u>\$29,879,855</u>

REVENUE BUDGET SUMMARY
1992 GENERAL FUND

Account Category

Judicial (130)

131	Circuit Court	111,578
136	District Court/Probation	1,722,302
141	Friend of Court	1,520,375
148	Probate Court-Adult	120,640
149	Probate Court-Juvenile	<u>120,347</u>
	Total Judicial:	<u>3,595,242</u>

General Government (170)

191	Elections	16,200
219	Clerk-Register	844,716
229	Prosecuting Attorney	238,000
253	Treasurer	24,073,709
275	Drain Commissioner	<u>56,000</u>
	Total General Government:	<u>25,228,625</u>

Public Safety (300)

301	Sheriff & Patrol	334,618
331	Marine Law Enforcement	95,500
351	Jail	295,844
426	Emergency Services	20,000
430	Animal Shelter	<u>171,026</u>
	Total Public Safety:	<u>916,988</u>

Health & Welfare (600)

685	Public Guardian	<u>54,000</u>
-----	-----------------	---------------

Recreation & Culture (750)

751	Recreation/Parks	<u>5,000</u>
-----	------------------	--------------

	Total General Fund Revenues:	<u>29,799,855</u> =====
--	------------------------------	----------------------------

EXPENDITURE BUDGET SUMMARY
1992 GENERAL FUND

LEGISLATIVE (100)

101	Board of Commissioners	162,503
103	Legislative Activities	<u>257,372</u>
	Total Legislative:	<u>419,875</u>

Judicial (130)

131	Circuit Court	1,390,570
136	District Court	2,294,311
141	Friend of the Court	1,510,436
148	Probate Court-Adult	605,297
149	Probate Court-Juvenile	1,429,748
151	Probation-Adult	<u>50,989</u>
	Total Judicial:	<u>7,281,351</u>

General Government (170)

191	Elections	132,992
219	Clerk/Register	678,733
223	Administrator/Controller	468,639
225	Equalization	382,913
226	Personnel	163,494
229	Prosecuting Attorney	1,513,015
234	Stores-Central Supply	22,000
243	Lands & Graphics	165,026
248	Boundary Commission	600
249	Plat Board	1,000
253	Treasurer	357,556
257	Cooperative Extension	297,866
261	Building Authority	375,150
265	Buildings & Grounds	1,358,045
275	Drain Commissioner	194,906
291	Co. Agricultural Society	<u>5,000</u>
	Total General Government:	<u>6,116,935</u>

EXPENDITURE BUDGET SUMMARY
1992 GENERAL FUND

Public Safety (300)

301	Sheriff & Patrol	3,832,127
331	Marine Law Enforcement	211,097
351	Jail	2,757,390
426	Emergency Services	85,764
428	Livestock Claims	1,000
430	Animal Shelter	<u>214,609</u>
	Total Public Safety:	<u>7,101,987</u>

Public Works (440)

445	Drains - Public Benefit	<u>80,000</u>
-----	-------------------------	---------------

Health & Welfare (600)

631	Substance Abuse	212,256
648	Medical Examiner	82,357
651	Ambulance - E.M.S.	253,498
681	Veterans Burial	25,000
682	Veterans Counselor	81,000
685	Public Guardian	<u>165,499</u>
	Total Health & Welfare:	<u>819,610</u>

Recreation & Culture (750)

751	Recreation/Parks	<u>106,343</u>
-----	------------------	----------------

Other Functions (850)

865	Insurance	408,800
890	Contingencies	<u>82,860</u>
	Total Other Functions:	<u>491,660</u>

	Total General Fund Expenditures:	22,417,761 =====
--	----------------------------------	---------------------

EXPENDITURE BUDGET SUMMARY
1992 GENERAL FUND

Transfers Out Appropriations (966)

999.001	Law Library	14,500
999.002	Medical Centre	476,357
999.003	County Road	708,665
999.005	Health Department	1,635,584
999.006	Mental Health	859,393
999.007	Child Care-Probate	1,674,662
999.008	Child Care-Welfare	302,700
999.009	Social Services	219,900
999.010	County Library	846,248
999.011	Airport	116,150
999.012	Public Improvement	35,000
999.013	Planning Department	281,444
999.014	Office Automation	35,000
	C.E.T.A. Settlement	200,000
	Secondary Road Patrol	25,102
	Radio Communications	<u>31,389</u>
	Total Transfers Out:	<u>7,462,094</u>

Total General Fund Expenditures and
Transfers Out: 29,879,855
=====

Total General Fund Expenditures: 22,417,761
Total General Fund Transfers Out: 7,462,094

29,879,855
=====

RESOLUTION 91-44

RELATIVE TO
"PER DIEMS" FOR BOARDS AND COMMISSIONS

WHEREAS, it is the duty of the St. Clair County Board of Commissioners annually, to determine the "Per Diem" to be paid to members of Boards and Commissions in cases where no other provision is made by Board action or statute; and,


WHEREAS, it is the opinion of the St. Clair County Board of Commissioners that, in such cases, the "Per Diem" to be paid to members of various appointed Boards and Commissions should be \$25.00 per day, in addition to such mileage allowance for travel, as the Board from time to time may determine.

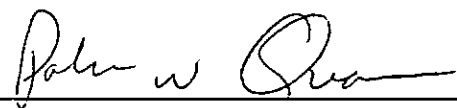


NOW, THEREFORE, BE IT RESOLVED:

- 1) That for the year 1992, the "Per Diem" to be paid to members of Boards and Commissions appointed by the St. Clair County Board of Commissioners, shall be \$25.00 per day, plus such mileage allowance for travel as the Board of Commissioners from time to time may determine.
- 2) That such payments shall be limited to those Boards and Commissions for which the payment of "Per Diem" is specifically allowed by statute and not otherwise prohibited.
- 3) All resolutions and parts of resolutions in conflict with this Resolution, are, to the extent of the conflict, hereby rescinded.

DATED: November 13, 1991

Reviewed and Approved by:


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

RESOLUTION 91-43

REGARDING MARINE ENFORCEMENT PROGRAM

WHEREAS, the St. Clair County Sheriff's Department, for the past several years, has had a Marine Enforcement Program, pursuant to Act 245 of the Public Acts of 1959, as amended; and,

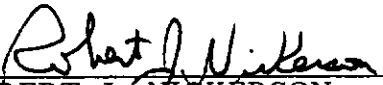
WHEREAS, the St. Clair County Board of Commissioners recommends that the Sheriff's Marine Enforcement Program be continued and that the necessary funds be appropriated therefor.

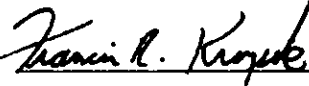
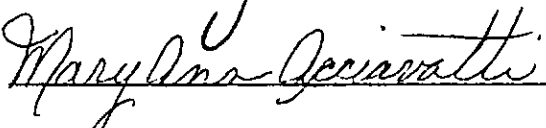

NOW, THEREFORE, BE IT RESOLVED:

- 1) That the St. Clair County Administrator/Controller be authorized and empowered to allocate such funds as are necessary for said 1992 Marine Enforcement Program in an amount not to exceed \$211,097.
- 2) All resolutions and parts of resolutions in conflict with this Resolution, are, to the extent of the conflict, hereby rescinded.

DATED: November 13, 1991

Reviewed and Approved by:


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

RESOLUTION 91-42

DISTRIBUTING THE 1992 COUNTY ROAD
APPROPRIATION

WHEREAS, the determination of the Board of County Road Commissioners of the County road needs for 1992 has been presented to the St. Clair County Board of Commissioners, and it has been determined to appropriate the sum of \$708,665 from the County General Fund.

NOW, THEREFORE, BE IT RESOLVED, that:

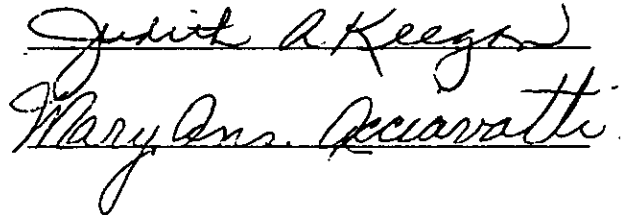
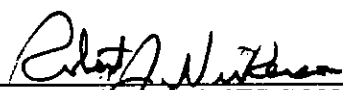
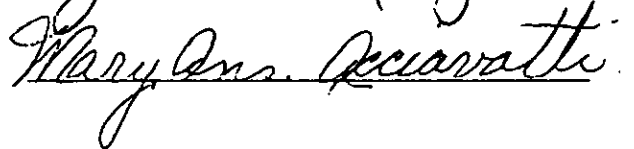
- 1) An appropriation of \$708,665 to be allocated in the 1992 Budget, is hereby made for the County Local Road Money Program, to be matched 100% by Townships. These dollars allocated to the Road Commission in four equal payments to be designated for the Townships on a formula basis.
- 2) All resolutions and parts of resolutions in conflict with this Resolution, are to the extent of the conflict, hereby rescinded.

DATED: November 13, 1991

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 91-41

APPORTIONING TAXES FOR 1991

WHEREAS, it is the statutory duty of the St. Clair County Board of Commissioners, at its annual session in October of each year, to determine the amount of money to be raised for county purposes, and to apportion such amount; and,

WHEREAS, it is further their duty to apportion the amount of state tax and indebtedness of the County to the State among the several townships and other taxing bodies of the County in proportion to the valuation of the taxable property therein, real and personal, as determined by it, which determination and apportionment shall be entered at large on its records; and,


WHEREAS, the Board of Commissioners, by law, is required to direct that the several amounts of money proposed to be raised, as provided by statute, shall be spread upon the assessment rolls of the townships and cities.


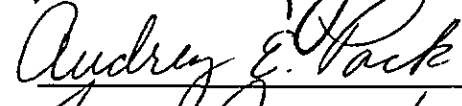
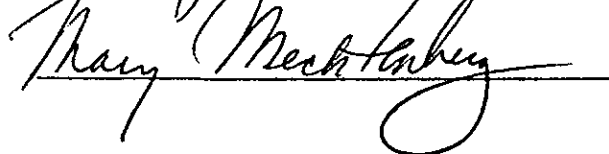
NOW, THEREFORE, BE IT RESOLVED:

- 1) That the St. Clair County Board of Commissioners does hereby adopt the St. Clair County Tax Report for the year 1991.
- 2) That the apportionment and millage of taxes are to be spread in accordance with the statute in such case made and provided, as evidenced by the St. Clair County Tax Report for the year 1991.
- 3) That the St. Clair County Tax Report is marked Exhibit "A", attached hereto, and made a part hereof by reference.
- 4) All resolutions and parts of resolutions in conflict with this resolution, are, to the extent of the conflict, hereby rescinded.

DATED: November 13, 1991

Reviewed and Approved by:


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

TO: DEPARTMENT OF TREASURY
STATE TAX COMMISSION
TREASURY BUILDING
LANSING, MI 48922

DATED: October 30, 1991

ADOPTED: _____

	STATE EQUALIZED VALUATION	SEPARATE OR ALLOCATED	MILLAGES		PURPOSE
			EXTRA - VOTED OPERATE	BLDG-SITE-DEBT	
COUNTY ST. CLAIR	2,827,701,260	5.6961	.7926	.0000	SENIOR CITIZENS & DRUG TASK FORCE
TOWNSHIPS:					
BERLIN	34,097,525	.9540	.9540	.0000	FIRE
BROCKWAY	19,765,232	1.0000	1.3000	.0000	ROADS
BURTCVILLE	50,028,385	.8434	.8434	.0000	FIRE
CASCO	53,527,581	.9333	.0000	.0000	
CHINA CHARTER	414,123,710	1.0000	1.0000	.3976	ROADS, HOSPITAL
CLAY	219,197,372	.6715	.0000	.3976	HOSPITAL
CLYDE	60,571,066	.8999	.0000	.0000	
COLUMBUS	60,920,074	.9394	.0000	.0000	
COTTRELLVILLE	48,466,743	.9094	.0000	.3976	HOSPITAL
EAST CHINA CHARTER	298,707,915	2.9266	.0000	.9539	SEWER, WATER, HOSPITAL
EMMETT	20,644,382	1.0000	.0000	.0000	
FORT GRATIOT CHARTER	160,287,551	.8526	1.9316	.0000	BUS, FIRE
GRANT	16,238,908	1.0000	2.0000	.0000	FIRE, ROADS
GREENWOOD	77,079,449	1.0000	.0000	.0000	
IRA	87,468,380	.7904	.0000	1.2069	FIRE
KENOCKEE	22,625,533	.9715	.0000	.0000	
KIMBALL	67,151,423	.9652	.0000	.0000	
LYNN	15,905,343	1.0000	1.0000	.0000	ROADS
MUSSEY	52,535,650	1.0000	.6000	.0000	FIRE
PORT HURON CHARTER	92,653,695	1.0000	1.5000	1.5000	FIRE, ROADS, SEWER
RILEY	33,597,285	.9369	.0000	.0000	
ST. CLAIR	91,053,177	.9288	.0000	.0000	
WALES	29,258,598	.9640	.0000	.0000	

CITIES:	STATE EQUALIZED VALUATION	DOLLARS OF AD VALOREM TAXES LEVIED
ALGONAC	59,650,942	993,260
MARINE CITY	61,957,041	1,325,732
MARYSVILLE	191,966,172	3,210,634
MEMPHIS	3,748,892	58,449
PORT HURON	369,550,775	6,818,669 (A)
ST. CLAIR	98,612,153	1,727,507
YALE	16,310,308	238,367
VILLAGES:		
CAPAC	13,929,495	289,661
EMMETT	2,564,818	17,024

(A) INCLUDES DOWNTOWN DEVELOPMENT AUTHORITY

CERTIFICATION

I HEREBY CERTIFY THAT THIS REPORT IS A TRUE STATEMENT OF THE STATE EQUALIZED VALUATIONS OF EACH ASSESSING DISTRICT AND OF ALL AD VALOREM MILLAGES APPORTIONED BY THE COUNTY BOARD OF COMMISSIONERS OF THE COUNTY OF ST. CLAIR FOR THE YEAR 1991.

(SIGNATURE) COUNTY CLERK

NOTARIZATION

NOTARY PUBLIC COUNTY, MICHIGAN COUNTY OF _____

STATE OF MICHIGAN

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____ 19____ MY COMMISSION AS NOTARY EXPIRES _____ 19____

OF THE COUNTY OF ST. CLAIR FOR THE YEAR 1991

DATED: October 30, 1991

ADOPTED: _____

PAGE 2 OF 3

SCHOOL DISTRICTS	TOWNSHIP OR CITY	STATE	MILLAGES			COUNTY USE		
			EQUALIZED	SEPARATE OR ALLOCATED	EXTRA - VOTED		BLDG-SITE-DEBT	
NAME AND CODES	WHERE SCHOOL DISTRICT IS LOCATED	VALUATION		OPERATE		(NOTES, REMARKS, COMMENTS)		
ALGONAC COMM.	74-030 CITY OF ALGONAC CLAY TOWNSHIP IRA TOWNSHIP	59,650,962	5.6597 *	28.7000	3.2500 *			
		219,197,372	5.6597 *	28.7000	3.2500 *			
		39,718,462	5.6597 *	28.7000	3.2500 *			
CAPAC COMM.	74-040 HEALIN TOWNSHIP BROCKWAY TOWNSHIP EMMETT TOWNSHIP LYNN TOWNSHIP MUSSEY TOWNSHIP RILEY TOWNSHIP	14,023,078	8.0200	25.2300	1.5000			
		223,700	8.0200	25.2300	1.5000			
		9,894,440	8.0200	25.2300	1.5000			
		8,849,562	8.0200	25.2300	1.5000			
		52,535,650	8.0200	25.2300	1.5000			
		11,156,496	8.0200	25.2300	1.5000			
EAST CHINA TWP.	74-050 CITY OF MARINE CITY CITY OF ST. CLAIR CASCO TOWNSHIP CHINA TOWNSHIP COLUMBUS TOWNSHIP COTTRELLVILLE TWP. EAST CHINA TWP. IRA TOWNSHIP ST. CLAIR TOWNSHIP	61,957,041	8.0200	15.5000	2.0000			
		98,612,153	8.0200	15.5000	2.0000			
		21,396,820	8.0200	15.5000	2.0000			
		414,123,710	8.0200	15.5000	2.0000			
		18,004,423	8.0200	15.5000	2.0000			
		48,466,743	8.0200	15.5000	2.0000			
		298,707,915	8.0200	15.5000	2.0000			
		7,345,356	8.0200	15.5000	2.0000			
		68,240,790	8.0200	15.5000	2.0000			
		191,966,172	8.0200 *	29.2500 *	2.3000			
MARYSVILLE PUBLIC	74-100 CITY OF MARYSVILLE COLUMBUS TOWNSHIP KIMBALL TOWNSHIP ST. CLAIR TOWNSHIP WALES TOWNSHIP	1,512,416	8.0200	29.2500	2.3000			
		15,229,055	8.0200	29.2500	2.3000			
		22,812,674	8.0200	29.2500	2.3000			
		464,458	8.0200	29.2500	2.3000			
		3,748,892	7.8050	32.3340	1.0000			
MEMPHIS COMM.	74-120 CITY OF MEMPHIS COLUMBUS TOWNSHIP KENOCKEE TOWNSHIP KIMBALL TOWNSHIP RILEY TOWNSHIP	1,937,522	7.8050	32.3340	1.0000			
		270,667	7.8050	32.3340	1.0000			
		23,600	7.8050	32.3340	1.0000			
		17,841,839	7.8050	32.3340	1.0000			
		20,128,699	7.8050	32.3340	1.0000			
PORT HURON AREA	74-010 CITY OF PORT HURON BURTCHVILLE TWP. CLYDE TOWNSHIP FORT GRATIOT TWP. GRANT TOWNSHIP KENOCKEE TOWNSHIP KIMBALL TOWNSHIP PORT HURON TOWNSHIP WALES TOWNSHIP	369,550,775	7.7658 *	26.7061 *	2.0000 *			
		37,074,815	7.7658 *	26.7061 *	2.0000 *			
		52,989,410	7.7658 *	26.7061 *	2.0000 *			
		160,287,351	7.7658 *	26.7061 *	2.0000 *			
		6,920,058	7.7658 *	26.7061 *	2.0000 *			
		41,931	7.7658 *	26.7061 *	2.0000 *			
		51,898,643	7.7658 *	26.7061 *	2.0000 *			
		92,653,695	7.7658 *	26.7061 *	2.0000 *			
		4,753,747	7.7658 *	26.7061 *	2.0000 *			
		16,310,308	8.0200	28.0000	.0000			
		19,541,532	8.0200	28.0000	.0000			
YALE PUBLIC	74-130 CITY OF YALE BROCKWAY TOWNSHIP CLYDE TOWNSHIP EMMETT TOWNSHIP GRANT TOWNSHIP GREENWOOD TOWNSHIP KENOCKEE TOWNSHIP LYNN TOWNSHIP RILEY TOWNSHIP WALES TOWNSHIP	7,581,656	8.0200	28.0000	.0000			
		10,749,942	8.0200	28.0000	.0000			
		2,886,618	8.0200	28.0000	.0000			
		76,678,249	8.0200	28.0000	.0000			
		22,312,935	8.0200	28.0000	.0000			
		4,794,752	8.0200	28.0000	.0000			
		185,957	8.0200	28.0000	.0000			
		3,911,694	8.0200	28.0000	.0000			
		ST. CLAIR COUNTY:						
		INTERMEDIATE SCH.	74-000 ALL OF THE ABOVE	2,669,165,115	.2080 *	.0000	.0000	
		SPECIAL EDUCATION	ALL OF THE ABOVE	2,669,165,115	.0000	2.4765 *	.0000	
VOCATIONAL ED.	ALL OF THE ABOVE	2,669,165,115	.0000	.9906 *	.0000			
COMM. COLLEGE	5359 ALL OF THE ABOVE	2,669,165,115	.0000	1.4861 *	.1550 *			
LAPEER COUNTY:								
INTERMEDIATE SCH.	44-020 BERLIN TOWNSHIP	11,816,368	.2192	.0000	.0000			
SPECIAL EDUCATION	44-020 BERLIN TOWNSHIP	11,816,368	.0000	.9743	.0000			
VOCATIONAL ED.	44-020 BERLIN TOWNSHIP	11,816,368	.0000	2.1698	.0730			
MACOMB COUNTY:								
INTERMEDIATE SCH.	50-050 BERLIN TOWNSHIP	8,258,079	.2153	.0000	.0000			
	50-040 CASCO TOWNSHIP	8,763,465	.2153	.0000	.0000			
	50-180 CASCO TOWNSHIP	23,367,296	.2153	.0000	.0000			
	50-180 COLUMBUS TOWNSHIP	39,465,713	.2153	.0000	.0000			
	50-040 IRA TOWNSHIP	40,404,667	.2153 *	.0000	.0000			
	50-050 RILEY TOWNSHIP	4,412,993	.2153	.0000	.0000			
SPECIAL EDUCATION	50-050 BERLIN TOWNSHIP	8,258,079	.0000	1.8720	.0000			
	50-040 CASCO TOWNSHIP	8,763,465	.0000	1.8720	.0000			
	50-180 CASCO TOWNSHIP	23,367,296	.0000	1.8720	.0000			
	50-180 COLUMBUS TOWNSHIP	39,465,713	.0000	1.8720	.0000			
	50-040 IRA TOWNSHIP	40,404,667	.0000	1.8720 *	.0000			
	50-050 RILEY TOWNSHIP	4,412,993	.0000	1.8720	.0000			
SANILAC COUNTY:								
INTERMEDIATE SCH.	76-080 BURTCHVILLE TWP.	12,953,570	.2446	.0000	.0000			
	76-080 GRANT TOWNSHIP	6,432,232	.2446	.0000	.0000			
	76-080 GREENWOOD TOWNSHIP	401,200	.2446	.0000	.0000			
	76-060 LYNN TOWNSHIP	2,261,029	.2446	.0000	.0000			
SPECIAL EDUCATION	76-080 BURTCHVILLE TWP.	12,953,570	.0000	.8805	.0000			
	76-080 GRANT TOWNSHIP	6,432,232	.0000	.8805	.0000			
	76-080 GREENWOOD TOWNSHIP	401,200	.0000	.8805	.0000			
	76-060 LYNN TOWNSHIP	2,261,029	.0000	.8805	.0000			
VOCATIONAL ED.	76-080 BURTCHVILLE TWP.	12,953,570	.0000	1.9566	.0000			
	76-080 GRANT TOWNSHIP	6,432,232	.0000	1.9566	.0000			
	76-080 GREENWOOD TOWNSHIP	401,200	.0000	1.9566	.0000			
	76-060 LYNN TOWNSHIP	2,261,029	.0000	1.9566	.0000			

OF THE COUNTY OF ST. CLAIR FOR THE YEAR 1991

DATED: October 30, 1991

ADOPTED:

PAGE 3 OF 3

SCHOOL DISTRICTS NAME AND CODES	TOWNSHIP OR CITY WHERE SCHOOL DISTRICT IS LOCATED	STATE EQUALIZED VALUATION	MILLAGES			COUNTY USE (NOTES, REMARKS, COMMENTS)
			SEPARATE OR ALLOCATED	EXTRA - VOTED		
				OPERATE	BLDG-SITE-DEBT	
ALMONT	44-020 BERLIN TOWNSHIP	11,814,368	7.9479	26.5000	8.4500	
ANCHOR BAY	50-040 CASCO TOWNSHIP IRA TOWNSHIP	8,763,465 40,404,667	8.2500 * 8.2500 *	26.9400 * 26.9400 *	3.6000 * 3.6000 *	
ARMADA AREA	50-050 BERLIN TOWNSHIP RILEY TOWNSHIP	8,258,079 4,412,993	8.2565 8.2565	24.7764 24.7764	7.6000 7.6000	
RICHMOND COMM.	50-180 CASCO TOWNSHIP COLUMBUS TOWNSHIP	23,367,296 39,465,713	8.5800 * 8.5800 *	28.3200 * 28.3200 *	.8500 * .8500 *	
BROWN CITY COMM.	70-060 LYNN TOWNSHIP	2,261,029	9.0000	24.0000	1.3190	
CROSWELL-LEX.	76-080 BURTCVILLE TWP. GRANT TOWNSHIP GREENWOOD TOWNSHIP	12,953,570 6,432,232 401,200	8.8596 * 8.8596 * 8.8596	19.6880 * 19.6880 * 19.6880	2.0000 * 2.0000 * 2.0000	

* SCHOOL DISTRICTS LEVYING A 1991 SUMMER TAX

SCHOOL DISTRICT	NUMBER	PURPOSE	MILLAGE RATE	
			JULY	DECEMBER
Algonac Community	74-030	Oper. Debt	5.6597 1.6250	28.7000 1.6250
Marysville Public	74-100	Oper. Oper. Debt	18.6350 a -0- -0-	18.6350 a 37.2700 b 2.3000
Port Huron Area	74-010	Oper. Debt Oper. Debt	34.4719 c 2.0000 c 17.2359 d 1.0000 d	-0- c -0- c 17.2360 d 1.0000 d
St. Clair County Intermediate	74-000	Oper. Oper.	.1040 e -0- f	.1040 e .2080 f
Special Education		Oper. Oper.	1.2382 e -0- f	1.2382 e 2.4765 f
Vocational Education		Oper. Oper.	.4953 e -0- f	.4953 e .9906 f
St. Clair County Community College	5359	Oper. Debt	1.4861 g .1550 g	1.4861 f .1550 f
Croswell/Lexington	76-080	Oper. Oper. Debt Debt	14.2738 h -0- f 1.0000 h -0- f	14.2738 h 28.5478 f 1.0000 h 2.0000 f
Anchor Bay	50-040	Oper. Debt	17.6000 j 2.0000 j	17.5900 j 1.6000 j
Richmond Community	50-180	Oper. Debt	18.4500 m .8500 m	18.4500 m -0- m
Macomb County Intermediate	50-000	Oper.	.2153 k	.2153 n
Special Education		Oper.	1.8720 k	1.8720 n

LEVIED IN:

- a - City of Marysville
- b - Townships of Columbus, Kimbell, St. Clair and Wales
- c - City of Port Huron
- d - Townships of Burtchville, Clyde, Fort Gratiot, Grant, Kenockee, Kimbell, Port Huron and Wales
- e - Cities of Algonac, Marysville, Port Huron and Townships of Burtchville, Clay, Clyde, Fort Gratiot, Grant, Ira, Port Huron, and Wales
- f - Balance of district
- g - Cities of Algonac, Marine City, Marysville, Port Huron, St. Clair, and Yale
- h - Burtchville and Grant Townships
- j - Casco and Ira Townships
- k - Ira Township
- m - Casco and Columbus Townships
- n - Berlin, Casco, Columbus, and Riley Townships

ST. CLAIR COUNTY 1991 TAX RATES
RATES ARE EXPRESSED AS DOLLARS PER \$1,000 OF STATE EQUALIZED VALUATION

TOWNSHIP, VILLAGE AND SCHOOL DISTRICT	EQUALIZED VALUE	LOCAL SCHOOLS		COLLEGE		INTERMEDIATE SCHOOL		COUNTY		TOWNSHIPS		TOTAL 1991 RATE	PREVIOUS 1990 RATE	1989 RATE
		FIXED	OPERATING	VOYED	DEBT	FIXED	SP. ED.	VOYED	FIXED	OPFR.	FIXED			
BERLIN														
50-040 Almost Com (1)	11,816,368	7,9479	25,5000	None	None	0.2192	0.9343	A, B	5.6961	0.7926	0.9540	54,7309	54,8386	50,6423
44-050 Alameda (2)	8,258,079	8,2585	24,7164	None	None	0.2153	1,8720	None	5.6961	0.7926	0.9540	51,1169	50,6362	51,5357
74-040 Capac Com	14,023,078	8,0200	25,2300	1,4861	0.1350	0.2080	2,4765	0.9906	5.6961	0.7926	0.9540	48,4629	48,4705	44,2020
BROCKWAY														
74-040 Capac Com	233,700	8,0200	25,2300	1,4861	0.1350	0.2080	2,4765	0.9906	5.6961	0.7926	1,0000	48,8549	48,9069	44,5140
74-130 Yale Public	19,541,532	8,0200	28,0000	1,4861	0.1350	0.2080	2,4765	0.9906	5.6961	0.7926	1,0000	50,1249	50,6289	51,4340
BURTCVILLE														
74-010 Port Huron Area	37,074,815	7,7658	26,7061	1,4861	0.1350	0.2080	2,4765	0.9906	5.6961	0.7926	0.8434	49,9636	50,5070	46,7402
76-080 Cros-Lex Com (3)	12,953,570	8,8596	19,6880	None	None	0.2446	0,8805	1,9566	5.6961	0.7926	0.8434	41,8048	42,5825	42,5766
CASCO														
50-040 Anchor Bay (2)	8,763,465	8,2500	26,9400	None	None	0.2153	1,8720	None	5.6961	0.7926	0.9333	48,2993	50,1395	49,1877
50-180 Richmond Com (2)	23,367,296	8,5800	28,3200	None	None	0.2153	1,8720	None	5.6961	0.7926	0.9333	47,2593	47,3095	49,9077
74-050 East China Public	21,396,820	8,0200	15,5000	1,4861	0.1350	0.2080	2,4765	0.9906	5.6961	0.7926	0.9333	38,2582	37,8715	38,9640
CHINA														
74-050 East China Public	414,123,710	8,0200	15,5000	1,4861	0.1350	0.2080	2,4765	0.9906	5.6961	0.7926	1,0000	39,7225	39,3155	40,3640
CLAY														
74-030 Algonac Com	219,197,372	5,6597	28,7000	1,4861	0.1350	0.2080	2,4765	0.9906	5.6961	0.7926	0.6715	50,4837	52,4154	46,6207
CLYDE														
74-010 Port Huron Area	52,989,410	7,7658	26,7061	1,4861	0.1350	0.2080	2,4765	0.9906	5.6961	0.7926	0.8999	49,1767	49,4913	45,8239
74-130 Yale Public	7,581,856	8,0200	28,0000	1,4861	0.1350	0.2080	2,4765	0.9906	5.6961	0.7926	0.8999	48,7248	49,5010	50,0907
COLOMBUS														
50-180 Richmond Com (2)	39,465,713	8,5800	28,3200	None	None	0.2153	1,8720	None	5.6961	0.7926	0.9394	47,2654	47,2121	49,8945
74-050 East China Public	18,004,423	8,0200	15,5000	1,4861	0.1350	0.2080	2,4765	0.9906	5.6961	0.7926	0.9394	38,2643	37,8361	38,9708
74-100 Marysville Public	1,512,416	8,0200	29,2500	1,4861	0.1350	0.2080	2,4765	0.9906	5.6961	0.7926	0.9394	52,3143	52,3861	49,0208
74-120 Memphis Com	1,937,522	7,8050	32,3340	1,4861	0.1350	0.2080	2,4765	0.9906	5.6961	0.7926	0.9394	33,8833	34,4628	35,3808
COTTRELLVILLE														
74-050 East China Public	48,466,743	8,0200	15,5000	1,4861	0.1350	0.2080	2,4765	0.9906	5.6961	0.7926	0.9094	38,6319	38,2821	39,3840
EAST CHINA														
74-050 East China Public	298,707,915	8,0200	15,5000	1,4861	0.1350	0.2080	2,4765	0.9906	5.6961	0.7926	2,9266	41,2054	40,7901	42,0890
EMMETT														
74-040 Capac Com	9,894,440	8,0200	25,2300	1,4861	0.1350	0.2080	2,4765	0.9906	5.6961	0.7926	1,0000	47,5549	47,6379	43,2140
74-130 Yale Public	10,749,942	8,0200	28,0000	1,4861	0.1350	0.2080	2,4765	0.9906	5.6961	0.7926	1,0000	48,8249	49,5579	50,1340
VILLAGE OF EMMETT	2,564,818										6,6374	6,6374	7,0000	7,0000

(1) = Lapeer County
 (2) = Macomb County
 (3) = Sanilac County
 A=Operation 2.1698 B=Debt .0730 C=Hospital .3976 D=Senior Citizen .4964
 E=Senior Citizen .4964
 F=Drug Task Force .2962 G=Roads 1.0000 H=Roads 1.3000 I=Fire .9540
 J=Hospital .3839
 * Village S.E.V. also included in Township S.E.V.

ST. CLAIR COUNTY 1991 TAX RATES
RATES ARE EXPRESSED AS DOLLARS PER \$1,000 OF STATE EQUALIZED VALUATION

TOWNSHIP, VILLAGE AND SCHOOL DISTRICT	EQUALIZED VALUE		LOCAL SCHOOLS		COLLEGE		INTERMEDIATE SCHOOL		COUNTY		TOWNSHIPS		TOTAL 1991 RATE	PREVIOUS RATE 1990	RATE 1989
	FIXED	VOYED	FIXED	VOYED	VOTED	DEBT	FIXED	VOYED	SP. ED. VOTED	FIXED	VOYED	FIXED			
FORT GRAYTOTT															
74-010 Port Huron	160,287,551	7,7658	26,7061	2,0000	1,4861	0,1550	0,2000	2,4765	0,9906	5,6961	0,7926	0,8526	1,9316	51,4391	47,9655
GRAND															
74-010 Port Huron Area	6,920,058	7,7658	26,7061	2,0000	1,4861	0,1550	0,2000	2,4765	0,9906	5,6961	0,7926	1,0000	2,0000	51,2768	47,8672
74-130 Yale Public	2,886,618	8,0200	28,0000	None	1,4861	0,1550	0,2000	2,4765	0,9906	5,6961	0,7926	1,0000	2,0000	50,8249	52,1340
76-080 Cros-Lex Con (3)	6,432,232	8,8596	19,6880	2,0000	None	None	0,2446	0,8805	1,9566	5,6961	0,7926	1,0000	2,0000	43,1180	43,7036
GREENWOOD															
74-130 Yale Public	76,678,249	8,0200	28,0000	None	1,4861	0,1550	0,2000	2,4765	0,9906	5,6961	0,7926	1,0000	None	48,8249	50,1340
76-080 Cros-Lex Con (3)	401,200	8,8596	19,6880	2,0000	None	None	0,2446	0,8805	1,9566	5,6961	0,7926	1,0000	None	41,1180	41,7036
IRA															
50-040 Anchor Bay (2)	40,404,667	8,2500	26,9400	3,6000	None	None	0,2153	1,8720	None	5,6961	0,7926	0,7904	1,2069	49,3633	49,1644
74-030 Algona Con	39,718,462	5,6597	28,7000	3,2500	1,4861	0,1550	0,2000	2,4765	0,9906	5,6961	0,7926	0,7904	1,2069	51,4119	52,1754
74-030 East China Public	7,345,356	8,0200	15,5000	2,0000	1,4861	0,1550	0,2000	2,4765	0,9906	5,6961	0,7926	0,7904	1,2069	39,3222	37,8627
KNOCKS															
74-010 Port Huron Area	41,931	7,7658	26,7061	2,0000	1,4861	0,1550	0,2000	2,4765	0,9906	5,6961	0,7926	0,9715	None	49,2483	49,5495
74-120 Memphis Con	270,667	7,8050	32,3340	1,0000	1,4861	0,1550	0,2000	2,4765	0,9906	5,6961	0,7926	0,9715	None	53,9154	55,5940
74-130 Yale Public	22,312,935	8,0200	28,0000	None	1,4861	0,1550	0,2000	2,4765	0,9906	5,6961	0,7926	0,9715	None	48,7964	49,5392
KIMBALL															
74-010 Port Huron Area	51,898,843	7,7658	26,7061	2,0000	1,4861	0,1550	0,2000	2,4765	0,9906	5,6961	0,7926	0,9652	None	49,2420	49,5471
74-100 Marysville Public	15,729,055	8,0200	29,2500	2,3000	1,4861	0,1550	0,2000	2,4765	0,9906	5,6961	0,7926	0,9652	None	52,3401	52,4568
74-120 Memphis Con	23,600	7,8050	32,3340	1,0000	1,4861	0,1550	0,2000	2,4765	0,9906	5,6961	0,7926	0,9652	None	53,9091	55,5743
LYNN															
74-040 Capac Con	8,849,562	8,0200	25,2300	1,5000	1,4861	0,1550	0,2000	2,4765	0,9906	5,6961	0,7926	1,0000	1,0000	48,5549	48,6455
74-130 Yale Public	4,794,752	8,0200	28,0000	None	1,4861	0,1550	0,2000	2,4765	0,9906	5,6961	0,7926	1,0000	1,0000	49,8249	50,5655
76-060 Brown City Con(3)	2,261,029	9,0000	24,0000	1,3190	None	None	0,2446	0,8805	1,9566	5,6961	0,7926	1,0000	1,0000	45,8894	45,9503
MUSKEY															
74-040 Capac Con	52,535,650	8,0200	25,2300	1,5000	1,4861	0,1550	0,2000	2,4765	0,9906	5,6961	0,7926	1,0000	0,6000	48,1549	48,1924
VILLAGE OF CAPAC	13,929,495	8,0200	29,2500	2,3000	1,4861	0,1550	0,2000	2,4765	0,9906	5,6961	0,7926	12,4963	8,2985	20,7948	21,0583
PORT HURON															
74-010 Port Huron Area	92,653,695	7,7658	26,7061	2,0000	1,4861	0,1550	0,2000	2,4765	0,9906	5,6961	0,7926	1,0000	3,0000	52,2768	48,8168
SILBY															
50-050 Arada (2)	4,412,993	8,2565	24,7764	7,6000	None	None	0,2153	1,8720	None	5,6961	0,7926	0,9369	None	50,1458	50,5212
74-040 Capac Con	11,156,496	8,0200	25,2300	1,5000	1,4861	0,1550	0,2000	2,4765	0,9906	5,6961	0,7926	0,9369	None	47,4918	47,6077
74-120 Memphis Con	17,841,839	7,8050	32,3340	1,0000	1,4861	0,1550	0,2000	2,4765	0,9906	5,6961	0,7926	0,9369	None	53,8808	54,5044
74-130 Yale Public	185,957	8,0200	28,0000	None	1,4861	0,1550	0,2000	2,4765	0,9906	5,6961	0,7926	0,9369	None	48,7618	49,5277

{2} = Macomb County
 {3} = Sanilac County
 S=Senior Citizen .4964 F=Drug Task Force .2962 G=Roads 1.0000 H=Roads 4.9985 I=Fire 1.3316
 L=Bus .6000 R=Sewer 3.3000 U=Fire .5000 V=Sewer 1.5000 W=Fire 1.0000 X=Fire 1.2069
 * Village S.R.V. also included in Township S.R.V.

ST. CLAIR COUNTY 1991 TAX RATES
RATES ARE EXPRESSED AS DOLLARS PER \$1,000 OF STATE EQUALIZED VALUATION

TOWNSHIP, VILLAGE AND SCHOOL DISTRICT	EQUALIZED VALUE	LOCAL SCHOOLS		COLLEGE		INTERMEDIATE SCHOOL		COUNTY		TOWNSHIPS		TOTAL 1991		PREVIOUS RATES			
		FIXED	DEBT	VOTED	DEBT	FIXED	VOTED	SP. ED.	VOC. ED.	FIXED	OPFR.	FIXED	OPFR.	OTHER	TOTAL 1991	1990	1989
ST. CLAIR																	
74-050 East China Public	68,240,790	8.0200	2.0000	1.4861	0.1550	0.2080	2.4765	0.9906	5.6961	0.7926	None	0.9288	38.2537	37.8748	38.9840		
74-100 Marysville Public	22,812,674	8.0200	2.3000	1.4861	0.1550	0.2080	2.4765	0.9906	5.6961	0.7926	None	0.9288	52.3037	52.4248	49.0340		
WALLES																	
74-010 Port Huron Area	4,753,747	7.7658	2.0000	1.4861	0.1550	0.2080	2.4765	0.9906	5.6961	0.7926	None	0.9640	49.2408	49.5485	45.8672		
74-100 Marysville Public	464,458	8.0200	2.3000	1.4861	0.1550	0.2080	2.4765	0.9906	5.6961	0.7926	None	0.9640	52.3389	52.4892	49.0340		
74-120 Memphis Con	20,128,699	7.8050	1.0000	1.4861	0.1550	0.2080	2.4765	0.9906	5.6961	0.7926	None	0.9640	53.8079	54.5349	55.5840		
74-130 Yale Public	3,911,894	8.0200	None	1.4861	0.1550	0.2080	2.4765	0.9906	5.6961	0.7926	None	0.9640	48.7889	49.5362	50.1340		
CITIES AND SCHOOL DISTRICTS																	
CITY OF ALGONAC																	
74-030 Algonac Con	59,650,942	5.6597	3.2500	1.4861	0.1550	0.2080	2.4765	0.9906	5.6961	0.7926	None	11.0587	5.5925	66.0650	68.8818	63.0091	
CITY OF MARINE CITY																	
74-050 East China Public	61,957,041	8.0200	2.0000	1.4861	0.1550	0.2080	2.4765	0.9906	5.6961	0.7926	None	17.0000	4.3976	58.7225	58.3155	59.3840	
CITY OF MARYSVILLE																	
74-100 Marysville Public	191,966,172	8.0200	2.3000	1.4861	0.1550	0.2080	2.4765	0.9906	5.6961	0.7926	None	13.5410	3.1840	68.0999	68.3465	63.9150	
CITY OF MEMPHIS																	
74-120 Memphis Con	3,748,892	7.8050	1.0000	1.4861	0.1550	0.2080	2.4765	0.9906	5.6961	0.7926	None	15.5909	None	68.5348	69.7912	70.6500	
CITY OF PORT HURON																	
74-010 Port Huron Area	369,550,775	7.7658	2.0000	1.4861	0.1550	0.2080	2.4765	0.9906	5.6961	0.7926	None	12.0000	L,M,N	66.5368	66.9158	62.8372	
CITY OF ST. CLAIR																	
74-050 East China Public	98,612,153	8.0200	2.0000	1.4861	0.1550	0.2080	2.4765	0.9906	5.6961	0.7926	None	11.0940	0,P,Q,S,T,U	54.8431	55.1602	56.1806	
CITY OF YALE																	
74-130 Yale Public	16,310,308	8.0200	None	1.4861	0.1550	0.2080	2.4765	0.9906	5.6961	0.7926	None	14.6145	None	62.4394	63.5655	64.1340	

J=Senior Citizen .4964 F=Drug Task Force .2962 I=Debt .4840 J=Roads 1.5000 K=Fire Station 2.0000
 L=Bus .6000 M=Refuse 3.0000 N=Hospital .3976 P=Water 1.0092 Q=Pension .9054 R=Cap. Imp. 1.2000
 S=Sewer 1.5962 T=Sewer Separation 1.4098 U=Sewer 1.1060 X=Hospital .3976 Y=Sewer 5.1919 Z=Sewer/Streets 2.0000

1991 TOTAL TAX RATE OF 54 TAX LEVYING JURISDICTIONS WITH CHANGE FROM 1990 RATE
Changes Expressed as Dollars per \$1,000 of State Equalized Value

1991 RATE	CHANGE	JURISDICTION	1991 RATE	CHANGE	JURISDICTION
6.4887	(.0480)	St. Clair County (c)	15.5909	(.6581)	City of Memphis (b)(c)
1.9080	.0830	Berlin Twp. (c)	18.2600	(.1000)	City of Port Huron
2.3000	.0386	Brockway Twp.	17.5182	(.7265)	City of St. Clair(b)(c)
1.6868	(.2644)	Burtchville Twp.(b)(c)	14.6145	(.3855)	City of Yale (c)
0.9333	(.0247)	Casco Twp. (c)	20.7948	(.1077)	Village of Capac(c)
2.3976	(.0024)	China Twp.	6.6374	(.3626)	Village of Emmett (b)(c)
1.0691	(.1181)	Clay Twp. (c)	36.4719	(.1884)	Port Huron Area Schools 74-010 (c)
0.8999	(.0356)	Clyde Twp.(c)	37.6097	(1.7230)	Algonac Community Schools 74-030 (c)
0.9394	.0188	Columbus Twp.(c)	34.7500	None	Capac Community Schools 74-040
1.3070	(.0596)	Cottrellville Twp. (c)	25.5200	.5000	East China Township Schools 74-050
3.8805	.0059	East China Twp.	39.5700	None	Marysville Public Schools 74-100
1.0000	.0076	Emmett Twp.	41.1390	(.5077)	Memphis Community Schools 74-120 (c)
2.7842	(.0991)	Fort Gratiot Twp.(c)	36.0200	(.6500)	Yale Public Schools 74-130
3.0000	None	Grant Twp.	3.6751	(.0190)	St. Clair Co. Inter.,Sp.,& Voc.Ed. (c)
1.0000	None	Greenwood Twp.	1.6411	(.0236)	St. Clair Co. Community College (c)
1.9973	(.5003)	Ira Twp.(c)	2.0000	None	P.H. Downtown Development Authority
0.9715	(.0222)	Kenockee Twp. (c)	0.6000	(.1000)	Blue Water Area Transportation
0.9652	(.0261)	Kimball Twp.(c)	0.3976	(.0024)	River District Hospital (c)
2.0000	None	Lynn Twp.	38.7900	(1.7900)	Anchor Bay Schools (c)
1.6000	.0531	Mussey Twp.	37.7500	None	Richmond Community Schools
4.0000	.0786	Port Huron Twp.(c)	40.6329	.4232	Armada Area Schools (c)
0.9369	(.0253)	Riley Twp.(c)	42.8979	(.0749)	Almont Community Schools (c)
0.9288	(.0305)	St. Clair Twp. (a)(c)	34.3190	None	Brown City Community Schools
0.9640	(.0287)	Wales Twp. (c)	30.5476	(.4524)	Crosswell-Lexington Community Schools (c)
16.6512	(1.0024)	City of Algonac(c)	2.0873	.0225	Macomb County Inter., & Sp. Ed (c)
21.3976	(.0024)	City of Marine City(c)	3.4363	(.0638)	Lapeer Co. Inter., Sp., & Voc. Ed. (c)
16.7250	(.1560)	City of Marysville	3.0817	(.0129)	Sanilac Co. Inter., Sp., & Voc. Ed. (c)

(a) Rollback due to Section 211.34 of General Property Tax Law.

(b) Rollback due to Section 211.24e of General Property Tax Law.

(c) Rollback due to Section 211.34d of General Property Tax Law.

Numbers in parenthesis indicate a decrease

RESOLUTION 91-39

RE: APPROPRIATIONS OF
SENIOR CITIZENS MILLAGE FUNDS FOR 1992

WHEREAS, the citizens of St. Clair County voted approval of a special millage levy for Senior Citizens Services for a period of four years; and,

WHEREAS, the Commission on Aging, appointed by the Board of Commissioners, reviewed and recommended approval of certain appropriations.

NOW, THEREFORE BE IT RESOLVED:

1) That the appropriation of Senior Citizens Millage Funds for 1992 is as follows:


Catholic Social Services	\$ 38,306
Center for Human Resources	4,953
Council on Aging	935,855
Economic Opportunity Committee	148,006
Legal Assistance	86,297
Marine City Chapter	216
Public Guardian	900
Public Health Department	34,316
Senior Advocates	561
Visiting Nurses Association	54,505
Commission on Aging	28,515
Area Agency on Aging 1-B	12,600
Tax Appeals	<u>10,000</u>

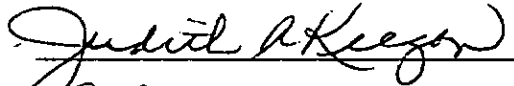
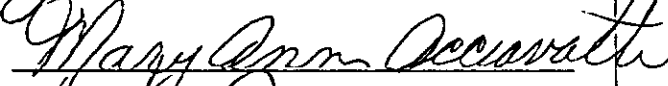
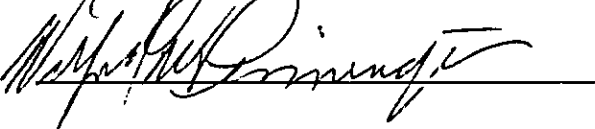
TOTAL: \$ 1,355,030
=====

See Exhibit "A" attached.

DATED: November 13, 1991

Reviewed and Approved by:


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

RESOLUTION 91-38

ENDORISING THE MICHIGAN MOTOR FUEL TAX INCREASE

WHEREAS, County Boards of Commissioners and Road Commissioners are held accountable in the operations and maintenance of 88,690 miles of roads and 5,702 bridges in Michigan; and,

WHEREAS, County units of governments are in a crisis situation and are taking drastic measures; and,

WHEREAS, the movement of people, goods and services in rural, urban and suburban areas is vital to Michigan's economy and to the quality of life of its citizens; and,

WHEREAS, traffic congestion in suburban and urban areas has reached a crisis stage; and,

WHEREAS, Michigan's system of roads and bridges are crumbling-- 81% of the roads and 32% of the bridges must be repaired or replaced in the 1990's; and,

WHEREAS, bad roads cost the motorist money and destroy their vehicles; and,

WHEREAS, the St. Clair County Board of Commissioners endorses the following:

- 1) Increase the fuel tax by:
 - a. removing the 15 cent per gallon tax rate limit with a sunset provision, with a limit of two years, and allowing the fuel tax formula to work,
 - b. changing the present fuel tax formula base from 12 to 13, and,
 - c. replacing the maintenance index factor in the fuel tax rate formula.
- 2) Remove the 1993 expiration date of the formula distributing revenues to highway agencies.
- 3) Increase the Critical Bridge Fund from \$5 to \$10 million annually.

RESOLUTION 91-37

AWARDING RESOLUTION

\$680,000

COUNTY OF ST. CLAIR, STATE OF MICHIGAN
SEWAGE DISPOSAL SYSTEM NO. X (Village of Capac)
BONDS, SERIES 1991 - B (Limited Tax General Obligation)

WHEREAS, October 22, 1991, at 11:00 o'clock A.M., Eastern Daylight Time, has been set as the date and time for opening bids for the purchase of the Issuer's Sewage Disposal System No. X (Village of Capac) Bonds, Series 1991-B Bonds; and,

WHEREAS, said bids have been publicly opened and read; and,

WHEREAS, the attached bids were received by the County of St. Clair Board of Public Works; and,

WHEREAS, the bid of Manufacturer's National Bank of Detroit has been determined by the County of St. Clair Board of Public Works to produce the lowest interest to the Issuer.

NOW, THEREFORE, BE IT RESOLVED THAT:

1) The bid of Manufacturer's National Bank of Detroit as above stated, be accepted by the County of St. Clair Board of Public Works.

2) The St. Clair County Board of Commissioners (Issuer) hereby ratifies the acceptance of the Bid of Manufacturer's National Bank of Detroit by the County of St. Clair Board of Public Works.

3) The Issuer hereby ratifies the Board of Public Works' declaration that the Issuer's Sewage Disposal System No.X

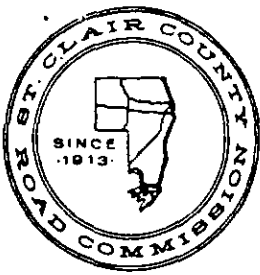
Bidder **Maturity** **Interest Rate** **Premium or (Discount)** **Average Interest Rate** **Net Interest Cost**

\$680,000

COUNTY OF ST. CLAIR, STATE OF MICHIGAN
(VILLAGE OF CAPAC) BONDS, SERIES 1991-B
(Limited Tax General Obligation)

BID TABULATION

(2)	(1)	(3)
Bidder(s): <u>Boney</u>	Bidder(s): <u>Manufacturers Natl Bank of Detroit</u>	Bidder(s): <u>Bechigan Natl Bank</u>
Premium/Discount: \$ <u>9,860⁰⁰</u>	Premium/Discount: \$ <u>10,200.00</u>	Premium/Discount: \$ <u>10,200</u>
Principal Due	Principal Due	Principal Due
Interest Rate	Interest Rate	Interest Rate
1-Oct-92 <u>5.00</u> %	1-Oct-92 <u>7.75</u> %	1-Oct-92 <u>4.75</u> %
1-Oct-93 <u>5.15</u> %	1-Oct-93 <u>7.75</u> %	1-Oct-93 <u>5.00</u> %
1-Oct-94 <u>5.30</u> %	1-Oct-94 <u>7.75</u> %	1-Oct-94 <u>5.25</u> %
1-Oct-95 <u>5.45</u> %	1-Oct-95 <u>7.00</u> %	1-Oct-95 <u>5.50</u> %
1-Oct-96 <u>5.60</u> %	1-Oct-96 <u>5.40</u> %	1-Oct-96 <u>5.75</u> %
1-Oct-97 <u>5.75</u> %	1-Oct-97 <u>5.60</u> %	1-Oct-97 <u>6.00</u> %
1-Oct-98 <u>5.90</u> %	1-Oct-98 <u>5.75</u> %	1-Oct-98 <u>6.10</u> %
1-Oct-99 <u>6.00</u> %	1-Oct-99 <u>5.90</u> %	1-Oct-99 <u>6.20</u> %
1-Oct-00 <u>6.10</u> %	1-Oct-00 <u>6.00</u> %	1-Oct-00 <u>6.30</u> %
1-Oct-01 <u>6.20</u> %	1-Oct-01 <u>6.10</u> %	1-Oct-01 <u>6.40</u> %
1-Oct-02 <u>6.30</u> %	1-Oct-02 <u>6.20</u> %	1-Oct-02 <u>6.50</u> %
1-Oct-03 <u>6.40</u> %	1-Oct-03 <u>6.30</u> %	1-Oct-03 <u>6.60</u> %
1-Oct-04 <u>6.50</u> %	1-Oct-04 <u>6.40</u> %	1-Oct-04 <u>6.65</u> %
1-Oct-05 <u>6.60</u> %	1-Oct-05 <u>6.50</u> %	1-Oct-05 <u>6.70</u> %
1-Oct-06 <u>6.70</u> %	1-Oct-06 <u>6.60</u> %	1-Oct-06 <u>6.75</u> %
1-Oct-07 <u>6.80</u> %	1-Oct-07 <u>6.70</u> %	1-Oct-07 <u>6.80</u> %
1-Oct-08 <u>6.90</u> %	1-Oct-08 <u>6.75</u> %	1-Oct-08 <u>6.85</u> %
1-Oct-09 <u>6.90</u> %	1-Oct-09 <u>6.80</u> %	1-Oct-09 <u>6.90</u> %
1-Oct-10 <u>7.00</u> %	1-Oct-10 <u>6.85</u> %	1-Oct-10 <u>6.95</u> %
1-Oct-11 <u>7.00</u> %	1-Oct-11 <u>6.90</u> %	1-Oct-11 <u>7.00</u> %
Net Interest Cost: \$ <u>658,920⁰⁰</u>	Net Interest Cost: \$ <u>649,610.⁰⁰</u>	Net Interest Cost: \$ <u>663,202.²⁹</u>
NET INTEREST RATE <u>6.825829</u> %	NET INTEREST RATE <u>6.729385</u> %	NET INTEREST RATE <u>6.87</u> %



ROAD 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
John D. Perry, Director

FROM: October 22, 1991

DATE:

SUBJECT: Sewage Disposal System No. X - Village of Capac

Attached is the resolution awarding the sale of the bonds for the above named project. This resolution was approved by the Board of Public Works at a special meeting held this morning. We need ratification from the County Board of Commissioners.

Please have this item placed on the agenda for the meeting of October 23rd.

I have also attached a sample resolution for the county board to act on.

Thank you for your cooperation. If you have any questions, please contact me.

sb
Encl. w/10 copies

cc: Robert Nickerson

AWARDING RESOLUTION

\$680,000

County of St. Clair, State of Michigan
Sewage Disposal System No. X (Village of Capac)
Bonds, Series 1991 - B (Limited Tax General Obligation)

Minutes of a special meeting of the _____ of the Board of Public Works, County of St. Clair, Michigan (the "Board"), held on the 22nd day of October, 1991, at 11:00 o'clock a.m., Eastern Daylight Time.

PRESENT: Members Maurice Foley, Walter Street, Carl McCormick

ABSENT: Members 0

The following preamble and resolution were offered by Member McCormick and supported by Member Street :

WHEREAS, October 22, 1991, at 11:00 o'clock a.m., Eastern Daylight Time, has been set as the date and time for opening bids for the purchase of the County of St. Clair, Michigan, Sewage Disposal System No. X (Village of Capac) Bonds, Series 1991-B Bonds;

AND WHEREAS, said bids have been publicly opened and read;
AND WHEREAS, the following bids have been received:

Bidder Maturity Interest Rate Premium or (Discount) Average Interest Rate Net Interest Cost

\$680,000

COUNTY OF ST. CLAIR, STATE OF MICHIGAN
(VILLAGE OF CAPAC) BONDS, SERIES 1991-B
(Limited Tax General Obligation)

BID TABULATION

(2)		(1)		(3)	
Bidder(s): <u>Boney</u>		Bidder(s): <u>Manufacturers Natl Bank of Detroit</u>		Bidder(s): <u>Bechtel Natl Bank</u>	
Premium/Discount: \$ <u>9,860⁰⁰</u>		Premium/Discount: \$ <u>10,200.00</u>		Premium/Discount: \$ <u>10,200</u>	
Principal Due	Interest Rate	Principal Due	Interest Rate	Principal Due	Interest Rate
1-Oct-92	<u>5.00</u> %	1-Oct-92	<u>7.75</u> %	1-Oct-92	<u>4.75</u> %
1-Oct-93	<u>5.15</u> %	1-Oct-93	<u>7.75</u> %	1-Oct-93	<u>5.00</u> %
1-Oct-94	<u>5.30</u> %	1-Oct-94	<u>7.75</u> %	1-Oct-94	<u>5.25</u> %
1-Oct-95	<u>5.45</u> %	1-Oct-95	<u>7.00</u> %	1-Oct-95	<u>5.50</u> %
1-Oct-96	<u>5.60</u> %	1-Oct-96	<u>5.40</u> %	1-Oct-96	<u>5.75</u> %
1-Oct-97	<u>5.75</u> %	1-Oct-97	<u>5.60</u> %	1-Oct-97	<u>6.00</u> %
1-Oct-98	<u>5.90</u> %	1-Oct-98	<u>5.75</u> %	1-Oct-98	<u>6.10</u> %
1-Oct-99	<u>6.00</u> %	1-Oct-99	<u>5.90</u> %	1-Oct-99	<u>6.20</u> %
1-Oct-00	<u>6.10</u> %	1-Oct-00	<u>6.00</u> %	1-Oct-00	<u>6.30</u> %
1-Oct-01	<u>6.20</u> %	1-Oct-01	<u>6.10</u> %	1-Oct-01	<u>6.40</u> %
1-Oct-02	<u>6.30</u> %	1-Oct-02	<u>6.20</u> %	1-Oct-02	<u>6.50</u> %
1-Oct-03	<u>6.40</u> %	1-Oct-03	<u>6.30</u> %	1-Oct-03	<u>6.60</u> %
1-Oct-04	<u>6.50</u> %	1-Oct-04	<u>6.40</u> %	1-Oct-04	<u>6.65</u> %
1-Oct-05	<u>6.60</u> %	1-Oct-05	<u>6.50</u> %	1-Oct-05	<u>6.70</u> %
1-Oct-06	<u>6.70</u> %	1-Oct-06	<u>6.60</u> %	1-Oct-06	<u>6.75</u> %
1-Oct-07	<u>6.80</u> %	1-Oct-07	<u>6.70</u> %	1-Oct-07	<u>6.80</u> %
1-Oct-08	<u>6.90</u> %	1-Oct-08	<u>6.75</u> %	1-Oct-08	<u>6.85</u> %
1-Oct-09	<u>6.90</u> %	1-Oct-09	<u>6.80</u> %	1-Oct-09	<u>6.90</u> %
1-Oct-10	<u>7.00</u> %	1-Oct-10	<u>6.85</u> %	1-Oct-10	<u>6.95</u> %
1-Oct-11	<u>7.00</u> %	1-Oct-11	<u>6.90</u> %	1-Oct-11	<u>7.00</u> %
Net Interest Cost: \$ <u>658,920⁰⁰</u>		Net Interest Cost: \$ <u>649,610.⁰⁰</u>		Net Interest Cost: \$ <u>663,202.²⁹</u>	
NET INTEREST RATE <u>6.825829</u> %		NET INTEREST RATE <u>6.729385</u> %		NET INTEREST RATE <u>6.87</u> %	

AND WHEREAS, the bid of Manufacturers National Bank of Detroit has been determined to produce the lowest interest cost to the Issuer.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The bid of Manufacturers National Bank of Detroit, as above stated, be and the same is hereby accepted.
2. Checks of the unsuccessful bidders be returned to each bidder's representative or by registered mail.
3. The Board hereby covenants on behalf of the County of St. Clair, Michigan (the "County") that, to the extent permitted by law, it shall take all actions within its control necessary to maintain the exclusion of the interest on the Bonds from adjusted gross income for general federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), including, but not limited to, actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of Bond proceeds and moneys deemed to be Bond proceeds.
4. The Board hereby declares that the County's Sewage Disposal System No. X (Village of Capac) Bonds, Series-A, in the principal amount of \$780,000, previously sold to the Michigan Municipal Bond Authority and the County's Sewage Disposal System No. X (Village of Capac) Bonds, Series-B, both authorized by a single resolution adopted by the County on July 24, 1991, issued for a single purpose, and secured by the same security, are a single series of bonds.

5. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.


AYES: Members Commissioner Foley, Commissioner Street,
 Commissioner McCormick

NAYS: Members 0

RESOLUTION DECLARED ADOPTED.


Janet C. Kitamura, Deputy Secretary

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Public Works, County of St. Clair, State of Michigan, at a Special meeting held on October 22, 1991, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.


Janet C. Kitamura, Deputy Secretary

DBLP9991114572.1114082-00-00005

REJECTING THE BLOCK GRANT CONCEPT
AS FOUND IN THE CURRENT DEPARTMENT OF SOCIAL SERVICES BUDGET

WHEREAS, the \$43 million appropriated for the Department of Social Services Block Grant proposal found in the fiscal year 1991/92 D.S.S. Budget, is grossly underfunded in contrast to past appropriations for these services, and,

WHEREAS, the Department of Social Services is in a better position to administer the Block Grant program due to their experience with this population group, and,

WHEREAS, Block Grant programs administered by 83 Counties will lead to widely different and potentially discriminatory distribution practices.

BE IT THEREFORE, RESOLVED, that the St. Clair County Board of Commissioners rejects the Block Grant concept as found in the current Department of Social Services Budget, and,

BE IT FURTHER RESOLVED that the St. Clair County Board of Commissioners asks the Department of Social Services to equitably distribute this money to the 83 County local D.S.S. Offices for emergency needs and medical services, and

BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to Gerald H. Miller-D.S.S. Director, Governor John Engler, Patricia Woodworth-Director of Michigan Department of Management and Budget, State Senators Robert Geake and Dan DeGrow, and State Representatives David Hollister, Terry London and Keith Muxlow.

DATED: October 23, 1991

Reviewed and Approved by:

R. Nickerson (PA)
ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

Audrey E. Park
Ray M. Schenberg
Francis R. Krajenda

RELATIVE TO ANNUAL DRAIN ASSESSMENTS

WHEREAS, M.S.A. 11,1262, being C.L. 1948, 280.62 requires the Drain Commissioner to submit to the County Board of Commissioners, at its October Session of each year, an assessment roll showing the moneys to be assessed for drain purposes against the County, Townships, Cities, Villages, State Highway Department and Railroad Companies, and,

WHEREAS, the said assessment roll must be reviewed by the County Board of Commissioners for the purpose of receiving approval thereupon, and,


WHEREAS, Thomas Donohue, St. Clair County Drain Commissioner, has prepared and submitted to this Board of Commissioners, his drain assessment roll, which meets the requirements of the statute.

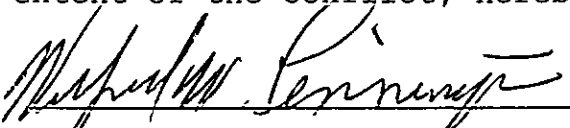
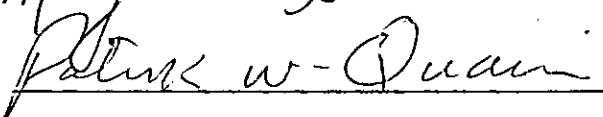
NOW, THEREFORE, BE IT RESOLVED:

- 1) That the Drain Commissioner's assessment roll may be, and the same hereby is approved, and the percentages apportioned therein shall be assessed against such townships, cities, villages, and against the County at Large, by reason of the improvements of the highways within the drainage district and against the State by reason of the improvement of the State trunk line highways within such drainage district, and against all parcels of land therein according to such apportionment of benefits provided.
- 2) That the various assessing officers of the governmental units affected are hereby authorized and directed to spread the assessments for drain purposes as set forth in said roll.
- 3) That said roll is marked as Exhibit "A", attached hereto and made a part hereof by reference.
- 4) All resolutions and parts of resolutions in conflict with this Resolution, are, to the extent of the conflict, hereby rescinded.

DATED: October 23, 1991

Reviewed and Approved by:


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


 Mary Ann Acciaratti

 Patrick W. Quinn

1 9 9 1 T O W N S H I P A S S E S S M E N T S

<u>DRAIN</u>	<u>TOWNSHIP</u>	<u>AT LARGE</u>	<u>SPECIAL</u>
Achartz	China	-----	300.00
Alpine Extension	Wales	\$1,096.33	\$2,647.50
Graham Drain Branch #1	Berlin	3,127.31	3,128.38
Pelton	Casco	5,309.81	6,266.18
Pelton	Ira	2,263.74	6,564.09
Sanilac-St. Clair	Brockway	2,691.00	9,420.84
Sanilac-St. Clair	Lynn	2,934.33	9,353.95
Scheffler and Branches	Clyde	612.00	926.75
Scheffler and Branches	Kimball	138.00	190.39
Weindl	Brockway	466.67	466.67
		\$18,639.19	\$39,264.75

* * * * *

1991 COUNTY AT LARGE ASSESSMENTS

Alpine and Extension	470.35	Kelly Drain	618.42
Black Creek	561.54	Lemon Drain	226.97
Blackney & Brs. Drain	385.00	Lindsey Drain	4,581.30
Brace & Brace Ext.	6,455.00	Lovejoy Ext. & Brs.	336.31
Brandywine Drain	17.50	Mackey Drain	43.00
Bricker Drain	30.58	Moak and Br. #1	600.00
Capac Drain	1,080.43	Number 209 Drain	1,739.24
Capac Br. #1	225.92	Number 211 Drain	12,498.89
Cowhy Drain	84.80	Ostrander Drain	383.68
Cox Drain	1,327.00	Pauly Drain	1,420.00
Cox-Doty Drain	729.19	Pelton Drain	7,579.06
Dana Drain	47.30	Price Br. 2 & 3	5,500.00
Forrest Manor S. S.	1,018.97	Railroad Br. #2	760.46
Galbraith Drain	1903.76	Sanilac - St. Clair	6,189.44
Galley Drain	592.11	Scheffler and Branches	730.41
Gorman Drain	286.18	Section 2 Grant	289.48
Graham (Branch #1)	3,127.31	Sharrard Burgess	169.60
Hannah Drain	350.00	Sheehy Drain	601.21
Hannan & N Belle River	183.44	Smith Mussey	1,768.50
Howe Brandymore Ext.	1,931.65	South Branch Pine River	35.00
Huffman & Brs.	4,851.00	Vincent Drain	316.17
Jordon Creek	3,984.63	Weindl Drain	466.66
		TOTAL	\$76,497.46

WAIVING INTEREST ACCRUED ON TAXES
COLLECTED BY LOCAL UNITS

WHEREAS, the General Property Tax Act of Michigan, being No. 206 of P.A. of 1893, as amended, provides that townships and city treasurers charged with the responsibility of collecting taxes shall account for and deliver to the County Treasurers, and the School District Treasurers, taxes collected within 10 business days after the first and fifteenth day of each month, and,

WHEREAS, Public Act No. 169 of 1988, addressed the subject of interest earned on tax collections, providing that an agreement can be made between a collecting unit and a taxing unit regarding interest earned, and,

WHEREAS, to divide and distribute accrued interest owed to the County of St. Clair by the local tax collecting units would impose a severe administrative burden on the local collecting units, and,

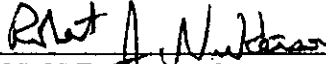
WHEREAS, in the opinion of this Board of Commissioners, the accounting costs incidental to the distribution of interest would likely surpass the amount of interest, and,

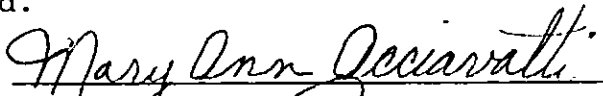

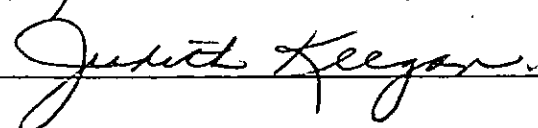
WHEREAS, this Board is not required to, but may, in its discretion, waive receipt of interest amounts attributed to collected taxes for the year 1991.

NOW, THEREFORE, BE IT RESOLVED, that the payment of any interest which may be due and owing to the County from the 1991 tax collections, is hereby waived.

DATED: October 23, 1991

Reviewed and Approved by:


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

RESOLUTION 91-32

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, three hundred thirty eight thousand, three hundred ninety one and no/100 dollars (\$1,338,391.00) shall be paid from combined County and State funds during the life of this agreement, provided further that three hundred twenty five thousand, seven hundred ninety five and no/100 dollars (\$325,795.00) of the above amount is the County's appropriation contributed to Title IV-D Program.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The St. Clair County Board of Commissioners does 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.

3. A copy of said Agreement is attached hereto and made a part hereof.

4. 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: October 23, 1991

Francis R. Krojenke

Reviewed and Approved by:

Audrey E. Park

Robert J. Nickerson

MaryAnn Acciaratti

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

JAN 17 1991

JAN 16 1991

**CONTRACT
MANAGEMENT**

Contract No: CS-91-124
Contract Amt: \$1,338,391.00 (Total)
Account No: 110-43-8150
R.A.S. No: 9310

AGREEMENT

between

MICHIGAN DEPARTMENT OF SOCIAL SERVICES

and

THE COUNTY OF ST. CLAIR

This agreement, effective, the 1st day of January, 1991, and ending the 31st day of December, 1991, is by and between the Michigan Department of Social Services, having a mailing address of 235 S. Grand Avenue, P.O. Box 30037, Lansing, Michigan 48909 (hereinafter referred to as the "Department"), the County of St. Clair, a public organization, having a mailing 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 agree 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, expenditures 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, 235 S. Grand Avenue, P.O. Box 30037, Lansing, Michigan 48909. This report shall indicate actual expenditures 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 expenditures 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 expenditures.

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:

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 Friend of the Court's office shall ensure that enforcement, locating and interstate services are accomplished by establishing standards which comply with state statutes and are consistent with provisions of 45 CFR 303.6, "Enforcement of Support Obligations"; 45 CFR 303.3, "Location of Absent Parents"; and 45 CFR 303.7, "Provision of Services in Interstate IV-D Cases".
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

The maximum amount of this Agreement as appropriated by the Contractor is one million, three hundred thirty-eight thousand, three hundred ninety-one and no/100 dollars (\$ 1,338,391.00) of which the Department shall reimburse 75.66 % of actual expenditures during the life of this Agreement up to the maximum of the Title IV-D program net budget, a copy of which is attached hereto and make a part hereof.

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 Port Huron, Michigan

CHIEF CIRCUIT JUDGE

(Provider)

this 27 day of December 1990

By: [Signature]

WITNESS: [Signature]

Dated at St. Clair Co., Michigan

ST. CLAIR COUNTY

(Contractor)

this 10th day of January, 1991

By: [Signature]
ADMINISTRATOR/CONTROLLER Chairperson
County Board of Commissioners

WITNESS: [Signature]

Dated at Lansing, Michigan

MICHIGAN DEPARTMENT OF SOCIAL SERVICES

this 29th day of January, 1991

By: [Signature]
Director

WITNESS: [Signature]

X TITLE IV-D COOPERATIVE REIMBURSEMENT CONTRACT
SECTION IV - BUDGET PROPOSAL

F74

A. CONTRACT DESCRIPTION

1. COUNTY ST. CLAIR
2. PROVIDER FOC
3. FUNDING YEAR 1991

COLUMN I	COLUMN II	COLUMN III
	PROPOSED IV-D BUDGET	PROVIDER'S ELIGIBLE BUDGET
B. ALLOCATION FACTORS		
1. FTE POSITIONS	32.06	35.50
2. % OF TOTAL FTE POSITIONS	90.30%	100.00%
3. CASELOAD % (FOC ONLY)	88.15%	100.00%
	PROPOSED IV-D BUDGET	PROVIDER'S ELIGIBLE BUDGET
C. IV-D BUDGET CATEGORIES		
1. PERSONNEL	\$1,194,528	\$1,322,844
2. DATA PROCESSING	50,447	57,229
3. OTHER DIRECT	107,467	119,011
4. CENTRAL SERVICES	91,729	101,582
5. PARENTAGE TESTING (PA ONLY)	0	0
6. TOTAL BUDGET	\$1,444,171	\$1,600,666
7. SERVICE FEES	(105,780)	(120,000)
8. OTHER INCOME (DESCRIBE)	0	0
9. NET BUDGET	\$1,338,391	\$1,480,666
10. COUNTY SHARE (\$)	\$325,795	////////////////////
11. COUNTY SHARE (%)	24.34%	////////////////////
12. STATE SHARE (\$)	\$1,012,596	////////////////////
13. STATE SHARE (%)	75.66%	////////////////////

RESOLUTION 91-31 (Revised)

County of St. Clair, State of Michigan
Sewage Disposal System No. X (Village of Capac)
Bonds, Series 1991-B

(Limited Tax General Obligation)

NOTICE OF SALE RESOLUTION

Minutes of a Regular Meeting of the Board of Commissioners of the County of St. Clair, State of Michigan (the "Issuer"), held in said County on the 9th day of October, 1991, at 7:30 o'clock p.m., Eastern Daylight Time.

PRESENT: Commissioners Acciavatti, Keegan, Krajenke, Mechtenberg, Pack, Pennington, Quain & Danneels

ABSENT: Commissioners None

WHEREAS, the Issuer, has by Resolution duly adopted, authorized the issuance and sale of its \$1,550,000 Sewage Disposal System No. X (Village of Capac) Bonds, Series 1991-A (the "Series A Bonds") and Sewage Disposal System No. X (Village of Capac) Bonds Series 1991-B (the "Series B Bonds") (the Series A Bonds and the Series B Bonds together referred to as the "Bonds"); and

WHEREAS, the Issuer has previously sold the Series A Bonds in the aggregate principal amount of \$780,000 to the Michigan Municipal Bond Authority;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Secretary shall cause a Notice of Sale for the Series B Bonds to be published in the Detroit Legal News, Detroit, Michigan at least seven (7) full days before the date fixed for sale, which date shall be Tuesday, October 22, 1991 at 11:00 o'clock a.m..

3. The Notice of Sale of the Bonds shall be in substantially the following form:

MILLER, CAMFIELD, PADDOCK AND STONE

OFFICIAL NOTICE OF SALE

\$680,000

COUNTY OF ST. CLAIR, STATE OF MICHIGAN
 \$680,000 SEWAGE DISPOSAL SYSTEM NO. X
 (VILLAGE OF CAPAC) BONDS, SERIES 1991-B
 (LIMITED TAX GENERAL OBLIGATION)

SEALED BIDS for the purchase of the above bonds will be received by the undersigned at the office of the _____ located at the _____, Port Huron, Michigan _____, on Tuesday, the 22nd day of October, 1991, until 11:00 o'clock a.m., Eastern Daylight Time, at which time and place said bids will be publicly opened and read. Sealed bids for the purchase of the above bonds will also be received in the alternative until the same time on the same date at the offices of Municipal Advisory Council, 1445 First National Building, Detroit, Michigan 48226, at which time and place said bids will be simultaneously opened and read. The Board of Commissioners will meet later on that date to consider the award or rejection of bids.

BOND DETAILS: Bonds of this issue will be issued in fully-registered form, of the denomination of \$5,000 or multiples thereof not exceeding for each maturity the aggregate principal amount of that maturity, dated as of October 1, 1991, numbered in order of registration, and will bear interest from their date payable on April 1, 1992, and semiannually thereafter.

Said bonds will mature on the 1st day of October of the years as follows:

<u>Year</u>	<u>Principal</u>
1992	\$ 5,000
1993	5,000
1994	5,000
1995	10,000
1996	15,000
1997	15,000
1998	20,000
1999	25,000
2000	25,000
2001	25,000
2002	30,000
2003	35,000
2004	40,000

2005	45,000
2006	45,000
2007	55,000
2008	60,000
2009	70,000
2010	75,000
2011	75,000

PRIOR REDEMPTION: Bonds of this issue maturing in the years 1992 to 1998, inclusive, are not subject to redemption prior to maturity. Bonds or portions of bonds in multiples of \$5,000, maturing in the years 1999 through 2011, inclusive, shall be subject to redemption, at the option of the County of St. Clair (the "Issuer"), in such order as the Issuer shall determine and within any maturity by lot, on any interest payment date on or after October 1, 1998; at par and accrued interest to the date fixed for redemption, plus a premium expressed as a percentage of par as follows:

2% of the par value of each bond or portion thereof called for redemption on or after October 1, 1998, but prior to October 1, 2002;

1% of the par value of each bond or portion thereof called for redemption on or after October 1, 2002, but prior to October 1, 2004;

0.5% of the par value of each bond or portion thereof called for redemption on or after October 1, 2004, but prior to October 1, 2008.

No premium shall be paid on bonds or portions of bonds called for redemption on or after October 1, 2008.

In case less than the full amount of an outstanding bond of this issue is called for redemption the transfer agent upon presentation of the bond called in part for redemption shall register, authenticate and deliver to the registered owner a new bond of the same maturity and in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given by the transfer agent to the holders of any bond or portion thereof to be redeemed by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered owner at the address of the registered owner as shown on the registration books of the Issuer. No further interest shall accrue on bonds called for redemption after the date fixed for redemption, whether such bonds

MILLER, CAMFIELD, PADDOCK AND STONE

AN: copier 7020 110-8-91 111-0000

The bonds are of equal standing and priority of lien as to the contractual payments and limited tax obligation of the Issuer with the Issuer's St. Clair County Sewage Disposal System (Village of Capac) Bonds, Series 1991-A.

The rights or remedies of bondholders may be affected by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principles of equity, including those relating to equitable subordination.

GOOD FAITH: A certified or cashier's check in the amount of \$13,600, drawn upon an incorporated bank or trust company and payable to the order of the Treasurer of the Issuer, must accompany each bid as guarantee of good faith on the part of the bidder, to be forfeited as a portion of the Issuer's damages if such bid be accepted and the bidder fails to take up and pay for the bonds. No interest shall be allowed on the good faith checks, and checks of the unsuccessful bidders will be promptly returned to each bidder's representative or by registered mail.

AWARD OF BONDS: The bonds will be awarded to the bidder whose bid produces the lowest interest cost computed by determining, at the rate or rates specified in the bid, the total dollar value of all interest on the bonds from November 1, 1991, to their maturity and deducting therefrom any premium or adding thereto any discount.

LEGAL OPINION: Bids shall be conditioned upon the approving opinion of Miller, Canfield, Paddock and Stone, attorneys of Detroit, Michigan, a copy of which opinion will be printed on the reverse side of the bonds, and the original of which will be furnished without expense to the purchaser of the bonds at the delivery thereof. The fees of Miller, Canfield, Paddock and Stone for services rendered in connection with such approving opinion are expected to be paid from bond proceeds. Except to the extent necessary to issue its approving opinion as to validity of the bonds, Miller, Canfield, Paddock and Stone has not been requested to examine or review and has not examined or reviewed any financial documents, statements or materials that have been or may be furnished in connection with the authorization, issuance or marketing of the bonds, and accordingly will not express any opinion with respect to the accuracy or completeness of any such financial documents, statements or materials.

TAX MATTERS: In the opinion of bond counsel, assuming compliance with certain covenants by the Issuer and the Village, the bonds will be exempt from all taxation in the State of Michigan and from federal income tax, subject in both cases, to certain exceptions described in bond counsel's opinion.

QUALIFIED TAX-EXEMPT OBLIGATIONS: The Issuer has designated the bonds as "qualified tax exempt obligations" for purpose of deduction of interest expense by financial institutions.

MILLER, CANFIELD, PADDOCK AND STONE

DELIVERY OF BONDS: The Issuer will furnish bonds ready for execution at its expense. Bonds will be delivered without expense to the purchaser at Chicago, Illinois, New York, New York, Detroit, Michigan or such other location as may be mutually acceptable to the Issuer and the purchaser. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the bonds, will be delivered at the time of the delivery of the bonds. If the bonds are not tendered for delivery by twelve o'clock noon, Eastern Standard Time, on the 45th day following the date of sale, or the first business day thereafter if said 45th day is not a business day, the successful bidder may on that day, or any time thereafter until delivery of the bonds, withdraw its proposal by serving notice of cancellation, in writing, on the undersigned in which event the Issuer shall promptly return the good faith deposit. Payment for the bonds shall be made in immediately available funds. Accrued interest to the date of delivery of the bonds shall be paid by the purchaser at the time of delivery. Unless the purchaser furnishes the transfer agent with a list giving the denominations and names in which it wishes to have the certificates issued within 5 business days after the sale of the bonds, the bonds will be delivered in the form of a single certificate for each maturity registered in the name of the purchaser.

CUSIP NUMBERS: CUSIP identification numbers will be printed on the bonds, but neither the failure to print the numbers nor any error with respect thereto shall constitute cause for refusal by the purchaser to accept delivery of the bonds. All expenses in relation to the printing of CUSIP numbers shall be paid for by the Issuer except that the CUSIP Service Bureau charge for the assignment of numbers shall be the responsibility of and paid for by the purchaser.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.

FURTHER INFORMATION relative to the bonds may be obtained from Stauder, Barch & Associates, Inc., 3989 Research Park Drive, Ann Arbor, Michigan 48108, Telephone: (313) 668-6688.

ENVELOPES containing the bids should be plainly marked "Proposal for Sewage Disposal System No. X (Village of Capac) Bonds, Series 1991-B".

Marion Sargent

County Clerk
County of St. Clair

MILLER, CAMFIELD, PADDOCK AND STONE

4. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Members Acciavatti, Keegan, Krajenke
Mechtenberg, Pack, Pennington, Quain & Danneels

NAYS: Members None

RESOLUTION DECLARED ADOPTED.

Marion Sargent
County Clerk
County of St. Clair

DATED: October 9, 1991

REVIEWED AND APPROVED BY:

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

Judith Keegan
Philip M. Pennington
Mary Ann Acciavatti

MILLER, CANFIELD, PADDOCK AND STONE

I heraby 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, State of Michigan, at a Regular Meeting held on October 9, 1991, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Marion Sargent

County Clerk
County of St. Clair

MILLER, CAMFIELD, PADDOCK AND STONE

DBV750V110582.1\114082-00-00005

RESOLUTION 91-30

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 yields 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, if approved, shall contain certain statements relating to the proposed rate and percentage which the revenues would increase; which notice, if not approved, shall contain certain statements relating to the proposed rate and percentage which the revenues would increase over the preceding year's operating revenue; 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; that the final rate may be approved not more than ten (10) days after the public hearing; the date and location the taxing unit plans to take action on the proposed additional millage will be announced at this public meeting; and,

WHEREAS, the maximum millage rate that the St. Clair County Board of Commissioners can adopt is 6.4887 mills (of which 5.6961 is County, .4964 is Senior Citizen extra voted millage, and .2962 is Drug Enforcement extra voted millage); 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, Acting Director Equalization Dept.
DATE: August 13, 1991
SUBJECT: "Truth in Taxation" Procedures as Amended by Public Act 5 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 5.6961 mills for fixed operating, .2962 mills for the drug task force program, and .4964 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 last year since it was restored by an election on August 7, 1990.

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 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 \$420,588. \$3,924 must be added to the estimated revenue since that figure is the difference between the actual prior year distribution and the estimated 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 1991 Truth-in-Taxation hearing purposes is \$424,511.

Under a more recent law, Public Act 264 of 1987, counties share in the recent \$.04/pack cigarette tax increase. The estimated amount of this distribution to St. Clair County in 1992 is \$284,471. \$6,006 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 1991 Truth in Taxation hearing purposes is \$278,465.

The total amount St. Clair County must use to reduce its base tax rate for 1991 Truth-in-Taxation hearing purposes is \$702,976. This total amount would require a roll back of about 25 cents.

Memo: August 13, 1991

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 38 cents) caused by an increase in last year's valuation.

Enclosed for your information is:

- 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 1991.
- 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.

Computations

Given: 1991 SEV - \$ 2,827,701,729
 County Maximum Operating Rate: 6.4887 Mills
 Estimated Convention Facility Tax Revenue: \$ 424,511
 Estimated Cigarette Tax Revenue: \$ 278,465
 Current Year Base Tax Rate: 6.1117 Mills
 Prior Year Operating Rate: 6.5357 Mills
 Current Year Maximum Allowable Rate: 6.4887 Mills (1)

Step 1. \$ 2,827,701,729 x 6.4887 (1991 Operating Rate) = \$ 18,348,108 (2)
 Step 2. \$ 18,348,108 Plus \$ 424,511 Plus \$ 278,465 = \$ 19,051,084
 Step 3. \$ 2,827,701,729 x 6.5357 (1990 Operating Rate) = \$ 18,481,010
 Step 4. \$ 19,051,084 Minus \$ 18,481,010 = \$ 570,074
 Step 5. Convention Facility Tax Revenue = \$ 424,511
 50% of Convention Facility Tax Revenue = \$ 212,256

The lesser of the amounts in Step 5 or \$ 212,256 is to be appropriated for substance abuse programs.

Cigarette Tax Revenue = \$ 278,465

11/17 of this amount is to be appropriated for public health prevention programs and services = \$ 180,183
 5/17 of this amount is to be appropriated for county jail or juvenile facilities, or for court operations = \$ 81,902
 1/17 of this amount is to be appropriated for other county revenues budgeted by the Board of Commissioners = \$ 16,380

- (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.

1991 TAX RATE MILLAGE REQUEST

County _____ St. C _____
 Local Government Unit _____

You must complete The following tax rate (1) _____

Source	Purpose Milling
Fixed	
Allocated	Oper
Extra	Sr.
Voted	
Extra	Dru.
Voted	

Prepared by _____ Job _____

As the representative of the state constitution (A)

- Clerk
- Secretary
- Chairperson
- President

* Under Truth in Tax column 9. A public

RESOLUTION 91-29

ADOPTING THE ST. CLAIR COUNTY COMMUNITY CORRECTIONS PLAN
WITH THE NEW EXECUTIVE SUMMARY

WHEREAS, the St. Clair County Criminal Justice Advisory Board is organized by the St. Clair County Board of Commissioners, pursuant with the provisions of the State of Michigan Public Act 511 of 1988, and

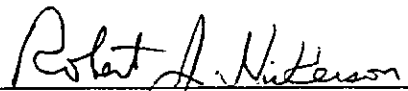
WHEREAS, the St. Clair County Criminal Justice Advisory Board has developed a Community Corrections Plan consistent with the regulations of the State of Michigan Public Act 511 of 1988, and

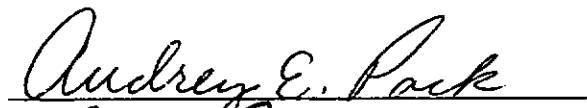

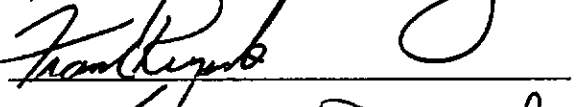
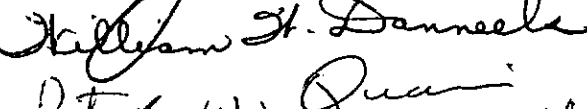
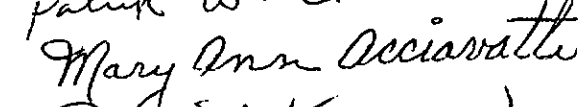
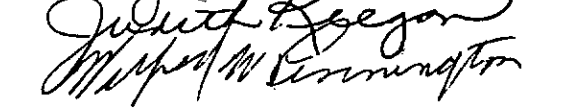


WHEREAS, the St. Clair County Criminal Justice Advisory Board, upon completing the review of the Community Corrections Plan, recommends its approval.

NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners approves the Community Corrections Plan with the New Executive Summary, as submitted by the Criminal Justice Advisory Board, and forwards the same to the State Community Corrections Board.

DATED: SEPTEMBER 25, 1991

Reviewed and Approved by:


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

10-10-91

10-10-91

ST. CLAIR COUNTY
COMPREHENSIVE
COMMUNITY CORRECTIONS
PLAN
EXECUTIVE SUMMARY

St. Clair County Criminal Justice Advisory Board
Comprehensive Community Corrections Plan - Executive Summary

INTRODUCTION

This plan has been developed and is being submitted by the St. Clair County Criminal Justice Advisory Board (CJAB), the Board developed by the St. Clair County Board of Commissioners pursuant to PA 511. The CJAB has worked to develop accurate data and to propose alternative sentencing programs based on that data.

St. Clair County has three alternative sentencing programs currently in place:

- HURON HOUSE, INC., a thirty bed Probation Residential Program established in 1979
- 31st Circuit Court Community Service Order program operated by Huron House, Inc. since 1984
- 72nd District Court Community Service Order program, and Community Work program operated by the District Court Administrator's office since 1988

Each of these programs have become an integral part of the sentencing options available to the judges of both the District and Circuit Courts. Each is viewed as an integral part of the mix of sanctions that will be available as the county moves forward with its Community Corrections Plan.

In addition to these resources, judges of both courts have utilized a mix of other community based services to enhance their sentencing options with those offenders traditionally maintained in the community through jail and probation sentences.

As the Comprehensive Community Corrections Plan (The Plan) has developed, the lack of a meaningful Jail Inmate Classification System, and a coordinated data information system have shown through as significant deficiencies in the local criminal justice system. Correcting these deficiencies is seen as the first priority as The Plan develops.

In spite of these deficiencies, the following data is available to assist the CJAB in the development of The Plan for St. Clair County:

KEY DEMOGRAPHIC & CRIME STATISTICS

- The county's 1990 population based on U.S. Census information is 144,753. Population forecasts for the next decade indicate a slightly faster growth rate with an increase of 20,000 [Fig.1]
- The crime rate for both index and non-index crime has shown no growth during the study period of 1985-89, however, drug, property, sex, and violent crimes have increased by 27% since 1985 [Fig 2]

St. Clair County Criminal Justice Advisory Board
Comprehensive Community Corrections Plan - Executive Summary

- Arrest activity has increased correspondingly for property and violent crimes, and has doubled for drug offenses. [Fig 2]

JAIL UTILIZATION INFORMATION

- The rated capacity of the St. Clair County Jail is 144 inmates.
- St. Clair County utilizes an average of 31 beds in the jails of neighboring counties, maintaining an ongoing contract with the Huron County Jail for 20 beds.
- The Average Daily Jail Population has increased 29% during the period 1985-1989 (the study period). [Fig 3]
- ✓ - Jail admissions increased by 26% during the study period. [Fig 3]
- Average lengths of jail stay did not increase during the study period. [Fig 3]
- Sentenced inmates comprise 36% of the jail population. Pre-trial and pre-sentence prisoners account for 64% of the jail population. [Fig 4]
- ✓ - Jail admissions and ADP are projected to rise 18% and 15% respectively over the next two decades. [Fig 5]

FELONY OFFENDERS

- Felons sentenced to jail with no priors, employed, and with Sentencing Guideline Scores (SGS) of 6-24 months receive sentences that are typically six months longer than their minimum guideline sentences. [Fig 6]
- Felony Probation Violators constitute 16% of the jail population. [Fig 7 & 8].
- Prison commitments of felony offenders increased by 81% during the study period. [Fig 10]
- ✓ - Jail commitments of felony offenders increased by 27% during the study period. [Fig 10]
- Circuit Court Probation workload has increased 66% during the study period. [Fig 10]

MISDEMEANANTS

- For each of the two "snapshot days", misdemeanants comprised 50% of the sentenced jail population [Fig 9]

St. Clair County Criminal Justice Advisory Board
Comprehensive Community Corrections Plan - Executive Summary

- District Court Probation workloads have increased approximately 20% during the study period. [Fig 11]

FELONY OFFENDER NEEDS

- 73% of felony offenders have an 11th grade education or less [Fig 12]
- 58% of felony offenders indicate a drug abuse problem [Fig 12]
- 52% of felony offenders indicate an alcohol abuse problem [Fig 12]
- 26% of felony offenders indicate a history of mental health treatment [Fig 12]

PROGRAM PRIORITIES

1. JAIL INMATE CLASSIFICATION SYSTEM

While data collection was completed on the full range of activities and clients in the St. Clair County criminal justice system following the data collection requirements of the Office of Community Corrections, the LACK of an adequate Jail Inmate Classification System has frequently made the process difficult, and at times frustrating. The implementation of a Jail Inmate Classification System will serve the following purposes:

1. It will provide a data entry point for The Plan
2. It will provide a meaningful system for appropriately placing persons in the corrections system, including the appropriate placement of inmates in the jail.
3. It will provide a vehicle by which pre-trial and pre-sentency inmates may be diverted from the jail, thereby expanding the availability of jail beds for more serious and/or sentenced persons.

2. INTEGRATED DATA MANAGEMENT SYSTEM

The lack of an integrated data management system has added unnecessary frustration to the development of The Plan. In order to proceed effectively with the implementation and evaluation of The Plan, the CJAB will require an integrated data management system that will ensure an accurate and comprehensive flow of information throughout the criminal justice system. The implementation of an Integrated Data Management System will serve the following purposes:

St. Clair County Criminal Justice Advisory Board
Comprehensive Community Corrections Plan - Executive Summary

1. It will provide a continuous flow of data throughout the criminal justice system from booking through sentencing.
2. It will reduce the duplication of information throughout the criminal justice system.
3. It will establish consistency in the information obtained for all offenders.
4. It will provide a meaningful data base for the evaluation and modification of The Plan.

3. PRE-SENTENCE INVESTIGATION ACCELERATION

Each of the "snapshot days" used in data collection for The Plan shows that between 41% and 47% of jail inmates are pre-sentence status [Fig 4]. In real numbers, this means that 76 - 87 inmates are convicted, awaiting sentence. Another 19% to 23% of jail inmates are pre-trial.

An administrative policy change which gives priority to completing pre-sentence investigations for incarcerated offenders could have the effect of relieving overcrowding by reducing the length of time an individual spends in the county jail during the pre-sentence investigation process.

The Pre-Sentence Investigation Proposal would set a time limit of twenty-one (21) calendar days for in-custody persons from the day a guilty plea is accepted, or a guilty verdict entered in Circuit Court to the day by which a pre-sentence investigation must be completed.

4. COMMUNITY SERVICE ORDER/WORK PROGRAM

Both District and Circuit Courts have had community service order programs in place for some time. The primary focus of both programs has been to provide either additional punishment within the context of the Probation Order, or to provide an opportunity for indigent and low income offenders to meet their financial obligations for fines and costs by performing community service in lieu of payment of part or all of these court ordered costs. These programs have saved jail space by preventing the necessity of incarcerating these individuals for failing to pay fines and costs. These programs have provided the community with thousands of hours annually of valuable service to non-profit and public agencies.

Additionally, District Court has developed the District Court Works Program for employed, low-risk offenders. This program offers certain employed misdemeanants who

St. Clair County Criminal Justice Advisory Board
Comprehensive Community Corrections Plan - Executive Summary

have been sentenced to jail to perform services for designated public and non-profit agencies under the direct supervision of a site supervisor contracted by the District Court Administrator. Persons who qualify for this Work Program participate on a fee for service basis, making the program entirely self-supporting. This program as well as the District Court Community Service Order program have been in existence since 1988. The fees paid by Work Program participants finance a major portion of the Community Service Order program, as well as totally financing the Work Program.

The Circuit Court Community Service Order program began in 1982. In 1984, this program was contracted by Huron House, Inc. under a Probation Enhancement Grant with the Michigan Department of Corrections. This program has grown from a 1983 total of slightly over 3,000 Community Service Order hours performed, to a 1990 total in excess of 15,000 Community Service Order hours performed by 175 felony offenders. Funding through 1991 has been provided by a Michigan Office of Community Corrections grant.

The objective of The Plan is to shift the focus of the Circuit Court Community Service Order program from primarily a prevention program to a diversion program for low risk felony offenders. The data (Appendix C-1) show that in the last sample period, 1989, 148 felons were given jail commitments. Of these, 65 persons convicted of property or drug offenses had guideline scores ranging to 0 - 12 months. From this projected global population of 65, a target population of 15 "jail bound" offenders would be available. Based on an average stay of 198 days in jail, the savings in actual jail beds would be approximately 8 beds per year.

5. PROBATION RESIDENTIAL PROGRAM

The CJAB currently funds a 30 bed Probation Residential Program with Office of Community Corrections funding. Huron House, Inc. is the current contractor.

This program has been in existence since 1979, first with a combination of Michigan Department of Corrections and federal Law Enforcement Assistance Administration funding, then with Department of Corrections funding, and most recently with Office of Community Corrections Residential Programs funds.

The objective of The Plan is to maintain the base thirty bed program as a diversion for jail and prison bound felony offenders with sentencing guidelines of six (6) months or greater. The data (Fig 6) indicates that approximately 85% of the persons sentenced from St. Clair

St. Clair County Criminal Justice Advisory Board
Comprehensive Community Corrections Plan - Executive Summary

County to state institutions have guideline scores ranging from a minimum-minimum sentencing guideline score of 6 months to a minimum guideline score of 24 months. The objective of the Probation Residential Program is to divert persons from the jail and prison whose minimum sentencing guideline score is at least 6 months. The global population for this program is 125 persons. The target population would be approximately 85 persons who would otherwise be sentenced to prison or jail based on their guideline score, and historical sentencing practices as indicated by the data.

6. SUBSTANCE ABUSE PROBATION RESIDENTIAL BEDS

The Plan seeks to add an additional 10 beds to the current 30 available through the Probation Residential Program. These additional beds would be directed to divert felony offenders who have been assessed to have intensive substance abuse treatment needs. The Probation Residential Program services would be augmented with substance abuse & mental health treatment dollars outlined in The Plan, and existing, but limited, substance abuse treatment resources in the community.

The specific target population would be those felons whose guideline scores combined with the sentencing patterns in St. Clair County indicate that they are prison or jail bound, and who have been assessed to have severe substance abuse treatment needs. The projected additional population meeting these criteria, coupled with the base criteria for the Probation Residential Program is 28 felons.

7. SUBSTANCE ABUSE & MENTAL HEALTH EVALUATION & TREATMENT

58% of all felony commitments indicate a drug abuse history. 52% of all felony commitments indicate an alcohol abuse history. [Fig 12] While the data does not indicate the number of persons who are cross-addicted, it is clear that substance abuse is a factor in the majority of all felony offenses. Additionally, 26% of felony commitments demonstrate a history of mental health treatment.

A policy is being established to accelerate the Pre-Sentence Investigation process. The Plan seeks to provide substance abuse & mental health evaluations which will clearly identify offenders needs. The goal of these evaluations is to:

1. Reduce PSI preparation time, thereby saving jail days.
2. Provide a basis from which sentencing recommen-

St. Clair County Criminal Justice Advisory Board
Comprehensive Community Corrections Plan - Executive Summary

dations can be made to reduce jail time by
ing treatment as an alternative.

The intake phase of the PSI process would provide information from which the investigating Probation Officer can make a determination for referral to a third-party, licensed contractor to make the substance abuse or mental health assessment.

The delivery of assessment and treatment services would be directed primarily toward indigent and low-income offenders who would otherwise be jail bound. Of the 296 felons typically sentenced to jail or prison each year, at least 52% indicate a substance abuse problem. (Appendix E-4) of these, 32% are typically indigent. The target population is 48 indigent felons with indicated substance abuse and/or mental health treatment needs.

8. PROBATION VIOLATORS ELECTRONIC TETHERING PROGRAM

Over 50% of the felony probationers violated probation. Of those, the most serious violation in 70% of the cases was "Failure to Report" or "Failure to Comply". Only 30% committed a new offense (Appendix I-6). Of those who were incarcerated as a result of the violation, 33% re-ceived a jail sentence, which may or may not have con-tinued probation; and 61% received a prison sentence, thereby revoking probation.

The establishment of a policy providing for Electronic Tethering for "technical" probation violators (those with no new offenses) who have a "profile" typically re-sulting in incarceration would provide an alternative to otherwise jail or prison bound violators.

The data suggests that 51 persons would fall into the category described above (Appendix L-10: #3, #4c and #4d), convicted of a "technical" probation violation, and given jail or prison time. Of these, 20 persons would be targeted for electronic tethering. The data indicates that the average sentence for probation violators is 212 jail days, and 624 prison days. (Appendix I-7). Assuming a 45 day "good time" credit for jailed probation violators, the electronic tethering program has the potential to save nearly 3600 jail bed days annually, slightly in excess of 9 bed reduction in the average daily population.

IMPLEMENTATION PLANS FOR FY 1992

Following is the Implementation Plan for the priorities listed above noting: the Problem, the Program and or Policy/Procedure Response, the Target Population, the Impact

St. Clair County Criminal Justice Advisory Board
Comprehensive Community Corrections Plan - Executive Summary

and the budget implications. A budget follows the implementation section.

[SEE FOUR PAGES FOLLOWING]

OTHER PROGRAM PRIORITIES FOR FUTURE FUNDING

The following program or policy initiatives are not prioritized, but are viewed as opportunities for future expansion of community-based initiatives as data implications become clearer. Some of these initiatives may surface during FY1992 as potential modifications.

1. To provide intensive supervision probation for up to 30 felony offenders as a diversion from incarceration in jail or prison.
2. To establish a delay of sentence program for at least 12, first time, jail-bound, felony offenders convicted of property or minor drug offenses.
3. To initiate a Probation Volunteer Program in Circuit Court serving at least 50 probationers in a one-to-one relationship.
4. To research the options to reduce the number of jail days spent by persons pre-trial, and to develop recommendations for policy or procedural changes, and/or programs to effectuate release of low risk persons, particularly indigents unable to post bond.
5. To study the need, and feasibility for, and examine possible sites, if appropriate, for a minimum security jail for St. Clair County alone, or in conjunction with a neighboring county(ies). The results of the study to be presented to the CJAB no later than April 30, 1992.
6. To establish a Jail Population Management committee as a part of the CJAB during FY 1991 to foster coordination in the use of the jail as a limited resource; such coordination to involve the District and Circuit Court judges and probation offices, the Prosecutor, the Sheriff and Jail Administrator, and chief law enforcement officials.
7. To establish a Public Information Committee as part of the CJAB during FY 1992 to identify key "publics" of community corrections in St. Clair County, gather information on those "publics'" current understanding of CJAB/community corrections problems, and to

St. Clair County Criminal Justice Advisory Board
Comprehensive Community Corrections Plan - Executive Summary

inform those "publics" of CJAB programs, their benefits and risks.

8. To research and develop a recommendation for the CJAB regarding treatment/sanction options for OUIL offenders, to be completed by April 30, 1992.

ST. CLAIR COUNTY COMPREHENSIVE COMMUNITY CORRECTIONS PLAN - EXECUTIVE SUMMARY
 FY 1992 IMPLEMENTATION OBJECTIVES

NEED/PROBLEM RESPONSE TO PROBLEM TARGET POPULATION IMPACT BUDGET IMPLICATIONS

1. Technical Assistance

a) The Jail is overcrowded. The Sheriff lacks the ability to properly classify and place inmates in the jail. There is no consistent data entry point.

Jail Inmate Classification System All offenders

More accurate and reliable data to assure proper placement of offenders within the context of the plan \$49,000.00

OCC funds for acquisition & training. St. Clair County offset by DOC reimbursement for diverted felons estimated: \$100,000

b) The Jail is overcrowded. The criminal justice/corrections system lacks the capacity to effectively manage data relative to appropriate evaluation and placement of offenders in the jail, and to effectively utilize components of The Plan.

Integrated Data Management System All offenders

More efficient flow of information throughout the criminal justice system. Data based use of programs implemented through The Plan. Data based evaluation of The Plan.

OCC funds to provide consultative services leading to the development of an integrated system.

2. Post-Trial Felony Offenders

a) The jail is overcrowded. In 1989, pre-sentence felony offenders made up 35% of the jail population

Establishment of a policy limiting the time for pre-sentence investigations for incarcerated felony offenders to 21 calendar days.

All incarcerated pre-sentence felony offenders.

None Anticipated

b) The Jail is overcrowded. Over 50% of committed felons have drug/alcohol/mental health needs. These needs are often not identified, or if discovered, are not described precisely enough to guide sentencing to treatment as an alternative to jail or prison. In the case

A professional assessment of offender needs which will identify and describe those needs, and which will point specifically to type and duration of treatment.

50% of jail/prison bound offenders (N=295) have drug, alcohol and/or mental health problems. Of these, 32% are indigent. The target is the estimated 48 offenders.

Quicker disposition for felony offenders. A reduction in jail utilization is anticipated but cannot be predicted at this time.

Quicker, more accurate assessment of offenders. More appropriate sentencing recommendations. Reduced jail or prison sentences for target.

OCC Funds. CJAB contracts on a bid basis with third-party, community based agencies who have appropriate licensure & qualifications.

3. Post Sentence Felony Offenders

a) The jail is overcrowded. half of the sentenced prisoners in the jail are sentenced felons with low guideline scores of 0-12 months.

Shift the focus of the Circuit Court Community Service Order program to serve exclusively as a diversion for low-risk felony offenders who would otherwise be incarcerated.

65 persons convicted of property or drug offenses with guideline scores of 0-12 months who are typically sentenced to jail. Of this global population, 15 offenders are viewed as candidates.

Using the average jail stay for felons sentenced to jail of 198 days, 15 felons serviced would represent a savings of 8 jail beds annually.

\$24,500.00 OCC Funds

b) The jail is overcrowded. M-MSGLS for persons committed to state institutions range from 6 - 24 months in 85% of commitments. Jail and prison are frequently being used as sentencing options for persons with guideline scores of six months

Maintain current 30 bed Probation Residential Program.

85 persons who would otherwise be sentenced to prison or jail based on guideline scores of 6 months or greater.

Potential savings of 85 jail and prison bed days.

\$363,250.00 OCC Probation Residential Funds.

c) The jail is overcrowded. In excess of 52% of all sentenced inmates indicate a substance abuse problem

Expand Probation Residential Program by 10 beds specifically designated for identified substance abusers.

Those felons whose guideline scores, coupled with substance abuse treatment needs would be diverted from jail or prison. Estimated Target Population is 25 persons.

Potential annual savings of 10 jail and or prison beds.

\$127,750.00 OCC Probation Residential Funds.

d) The Jail is overcrowded. In excess of 52% of all sentenced inmates indicate a substance abuse problem. 26% indicate a history of mental health treatment. Substance abuse and mental health treatment resources are generally not available in a timely manner for indigent offenders.

Provide intensive outpatient substance abuse and mental health treatment services for low income and indigent offenders instead of incarceration.

48 indigent offenders with identified substance abuse treatment or mental health treatment needs.

More efficient use of jail space by utilizing non-incarcerative, out-patient care as an alternative.

\$35,000.00 OCC Funds.

CJAB contracts with community-based agencies who are licensed and qualified to provide the service.

RESPONSE TO PROBLEM

TARGET POPULATION

IMPACT

e) The jail is overcrowded. 51 Probation Violators are sentenced to jail or "technical" probation violations.

Establish an electronic tether program for "technical" probation violators who would be sentenced to jail or prison.

20 "Technical" probation violators who would otherwise be sentenced to jail or prison.

Reduction of commitments to jail and prison of "technical" probation violators. Savings of 10 jail beds annually.

NONE Cost born by DOC, or by the offender if employed.

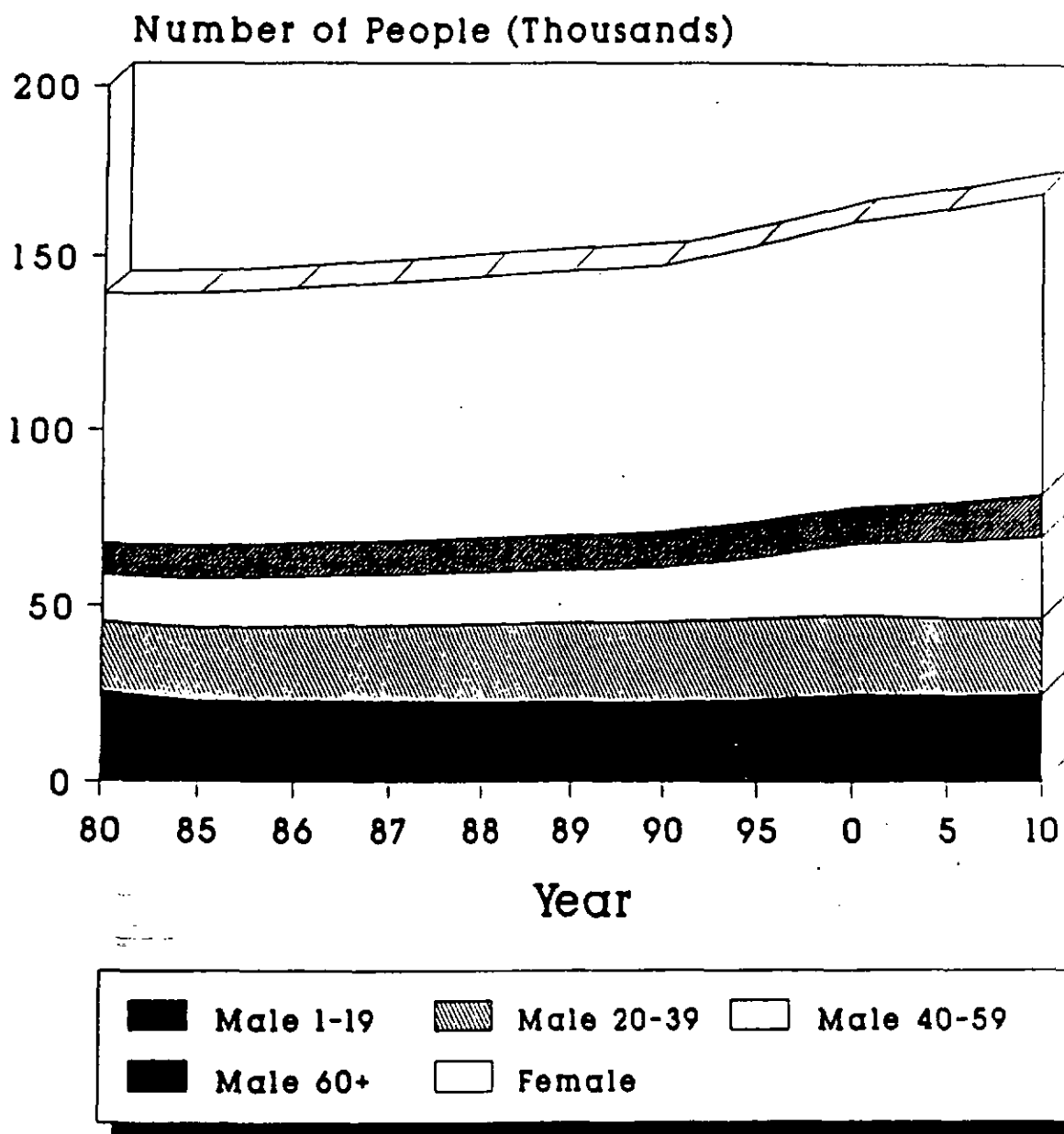
ST. CLAIR COUNTY COMMUNITY CORRECTIONS

BUDGET SUMMARY

Effective Dates: October 1, 1991 - September 30, 1992

	<u>OCC Funds</u>	<u>Other Funds</u>
I. TECHNICAL ASSISTANCE		
1. Jail Inmate Classification System	7,000.00	49,000.00
2. Integrated Data Management System	15,000.00	-0-
3. Program Evaluation	15,000.00	-0-
TOTAL T.A. FUNDS	<u>37,000.00</u>	<u>49,000.00</u>
II. COMMUNITY CORRECTIONS GRANT FUNDS		
1. Accelerated Pre-Sentence Investigation	-0-	-0-
2. Substance Abuse/Mental Health Assessment	22,500.00	-0-
3. Substance Abuse/Mental Health Treatment	35,000.00	-0-
4. Community Service Order Sentencing	24,500.00	-0-
5. Probation Violator Electronic Tether	<u>-0-</u>	<u>51,100.00</u>
TOTAL CCG FUNDS	82,000.00	51,100.00
III. PROBATION RESIDENTIAL FUNDS		
1. Huron House Continuation - 30 beds	383,250.00	
2. 10 bed expansion of Probation Residential beds for Substance Abuse offenders	<u>127,750.00</u>	
TOTAL Prob Res FUNDS	511,000.00	
IV. CJAB - COMMUNITY CORRECTIONS COORDINATOR	40,000.00	
CJAB Operations	<u>10,000.00</u>	
TOTAL CJAB	50,000.00	

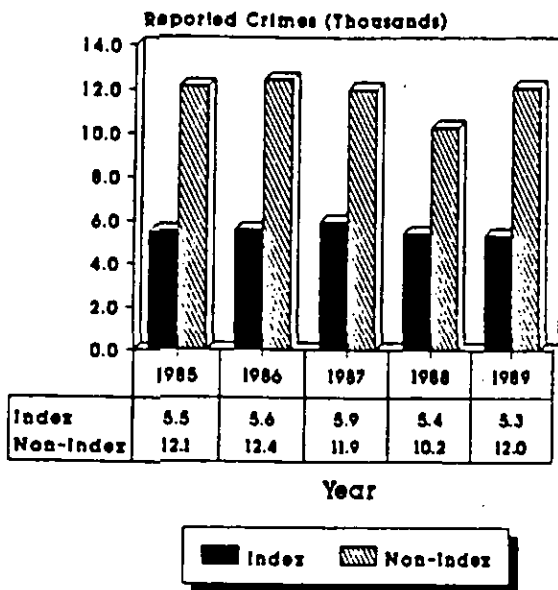
Pronounced County Population Growth is Forecast for St. Clair At-Risk (20-39) Expected to Increase



Michigan State Demographer
and CCC August 25, 1990

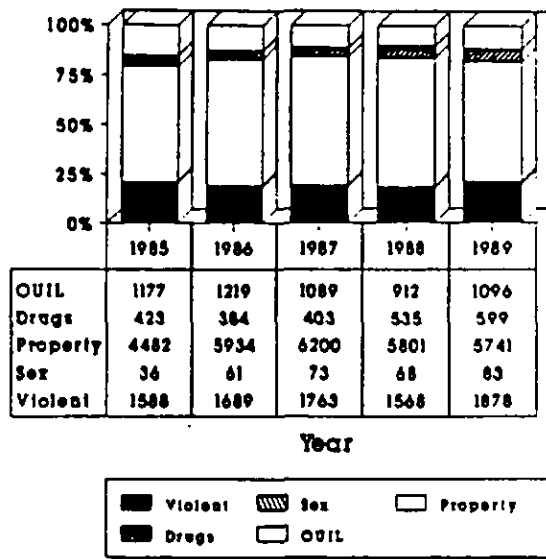
FIGURE 1

Index and Non-Index Crimes Show No Growth During Study Period



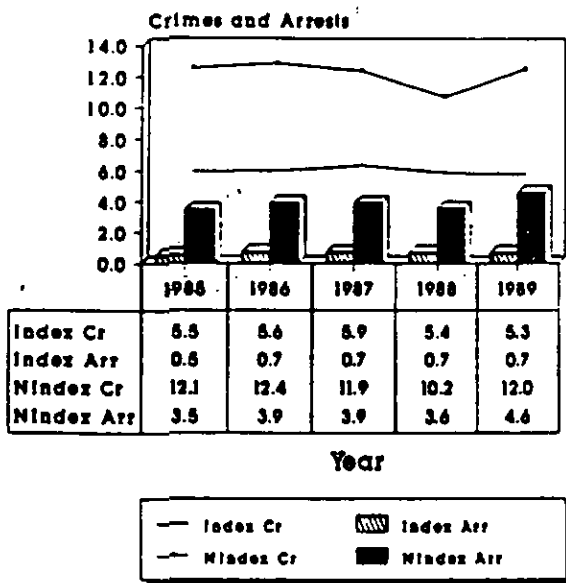
Uniform Crime Reports
Michigan State Patrol
August 25, 1990

All Crime Types Show Major Growth e.g. Drug Violations Decline in OUIL Activity



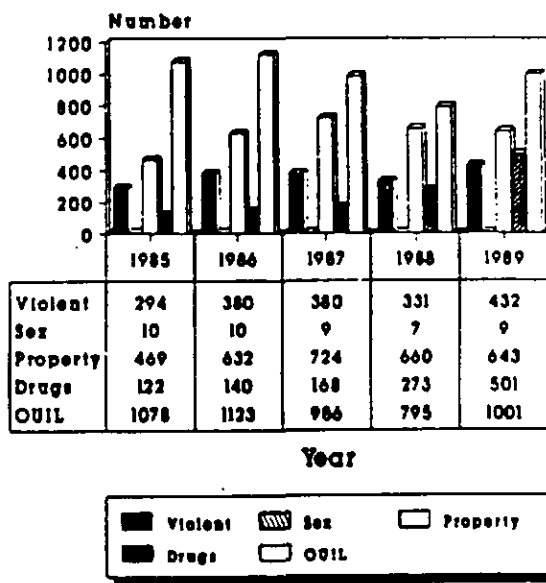
Uniform Crime Reports
Michigan State Patrol
August 25, 1990

Arrests Reach 5000 Level in 1989 Majority are Non-Index Less Than 50/50 Chance of Arrest



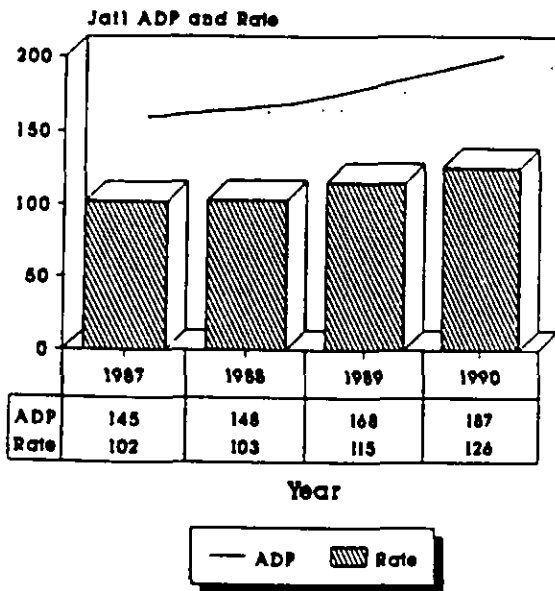
Uniform Crime Reports
Michigan State Patrol
August 25, 1990

Significant Changes in Arrest Activity for Violent Personal Property and Drug Crimes



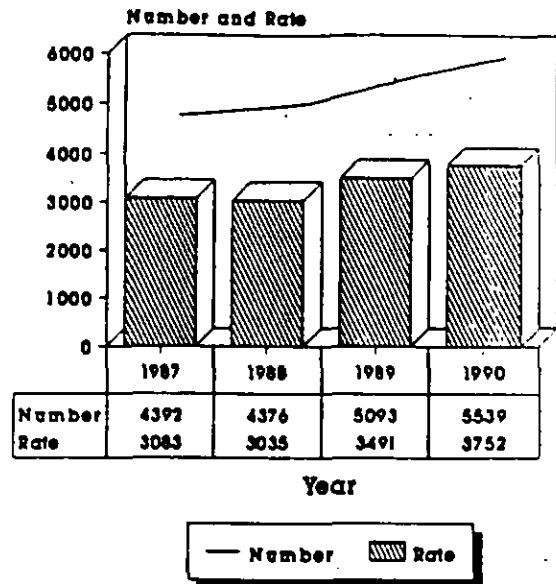
Uniform Crime Reports
Michigan State Patrol
August 25, 1990

**Jail Daily Populations Continue to Increase
Incarceration Rate is High**



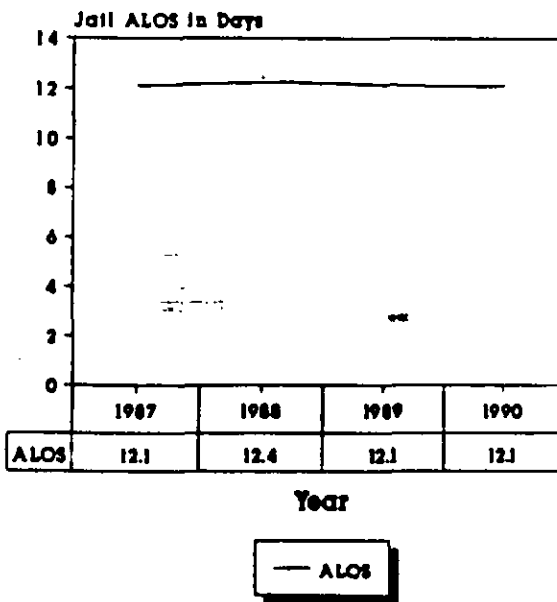
St. Clair County Jail and CCC
August 25, 1990
Rate is per 100,000 Population

**General Increasing Trend
in County Jail Admissions
and Admissions Rate**



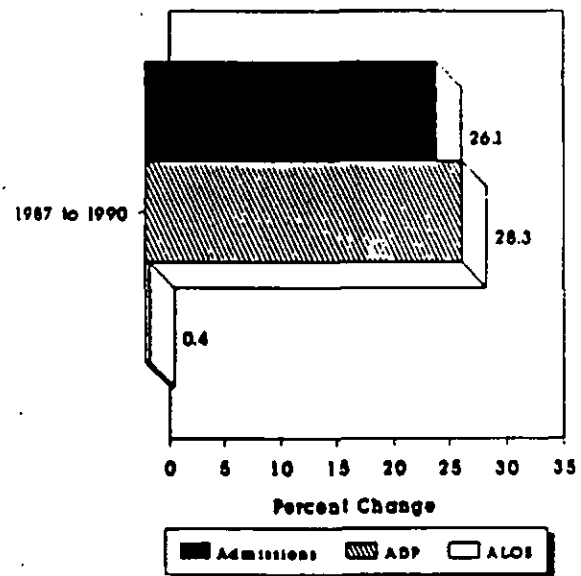
St. Clair County Jail and CCC
August 25, 1990
Rate is per 100,000 Population

**Jail Inmate Average Length of
Stay at National Norm
Impact of Crowding is Noted**



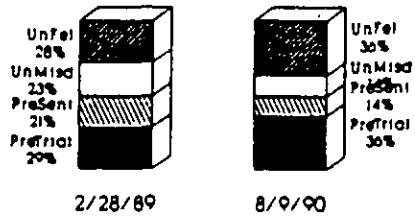
St. Clair County Jail and CCC
August 25, 1990
Rate is per 100,000 Population

**Jail Daily Populations are Being
Driven by Admissions and Not
Lengths of Stay**

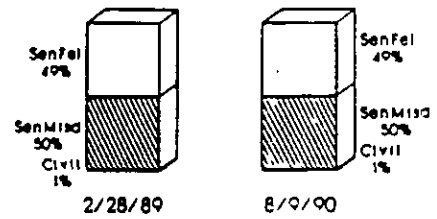


St. Clair County Jail and CCC
August 25, 1990

**Jail 'Snapshot' Data
PreTrial and PreSentence**



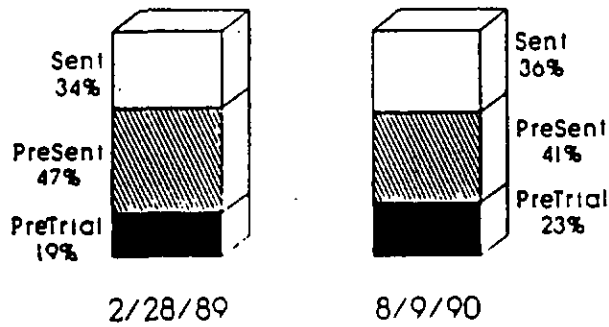
**Jail 'Snapshot' Data
Sentenced Inmates**



St. Clair County Jail

St. Clair County Jail

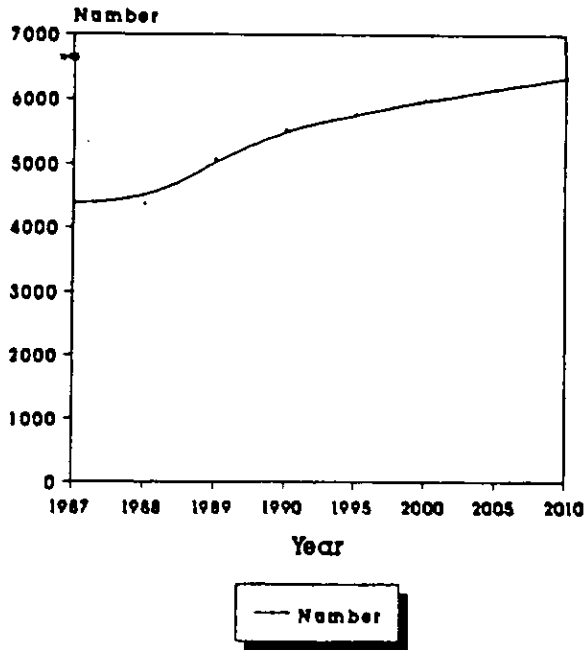
**Jail 'Snapshot' Data
General Breakdown of Inmates**



St. Clair County Jail

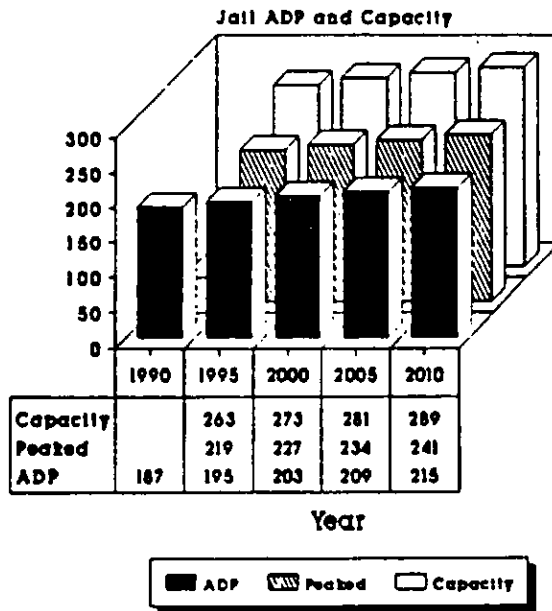
FIGURE 4

**Forecasted Jail Admissions
Using 1990 Admissions Rate**



St. Clair County Jail and CCC
August 26, 1990

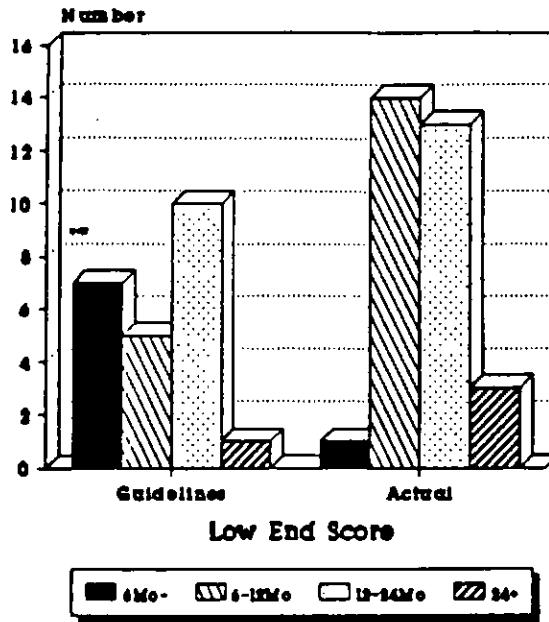
**Jail Daily Populations
Forecasted Capacity
Using 12.4 Day ALOS**



St. Clair County Jail and CCC
August 26, 1990

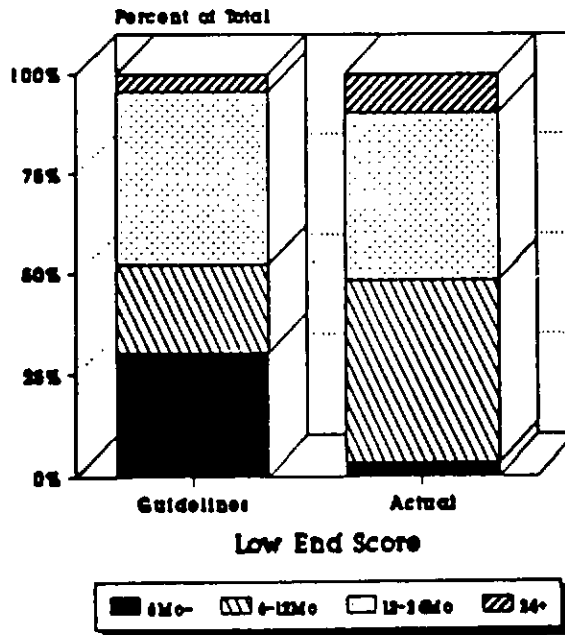
FIGURE 5

Felons Committed to State Institutions
Guidelines Scores of 24 Months
or Less Compared to Actual Sentence



PBI Sample

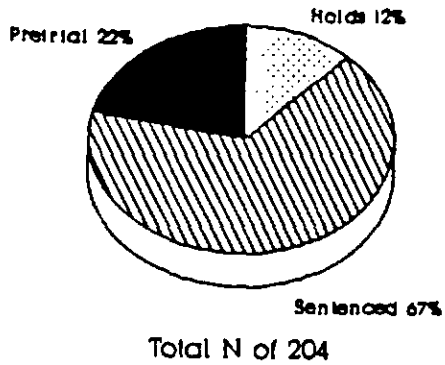
Felons Committed to State Institutions
Guidelines Scores of 24 Months
or Less Compared to Actual Sentence



PBI Sample

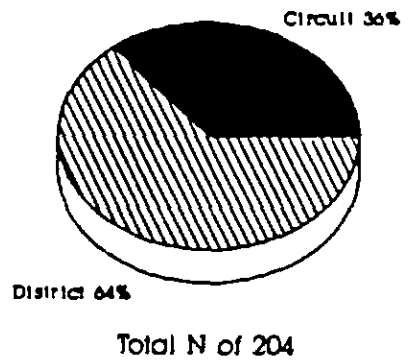
FIGURE 6

**St. Clair County Jail Sample
Status at Release**



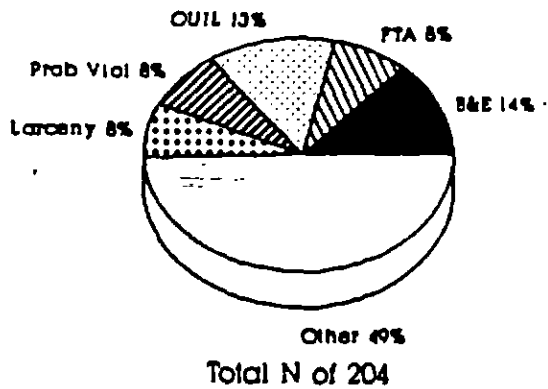
Transfers to Other Counties
Sentenced includes MDOC and Presentenced

**St. Clair County Jail Sample
Court of Jurisdiction**



37 Missing Cases

**St. Clair County Jail Sample
Major Booking Reasons**



These Crimes Account for
Half of All Bookings

**St. Clair County Jail Sample
Days in Custody at Release**

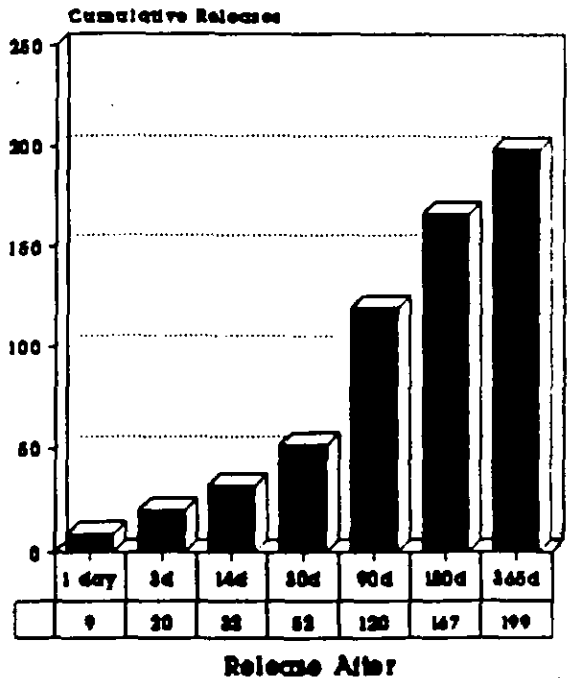
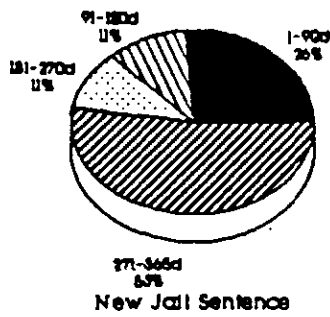


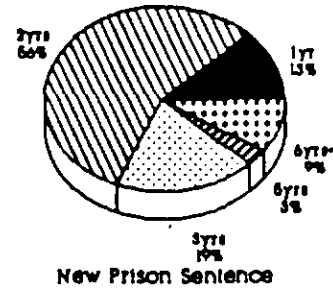
FIGURE 7

**Probation Violators
Violation Jail Days**



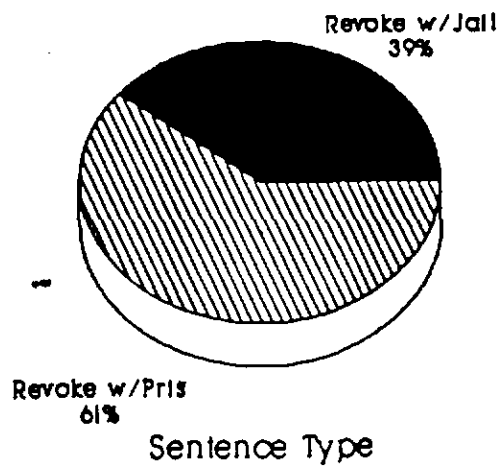
Probation Violator Sample

**Probation Violators
Violation Prison Years**



Probation Violator Sample

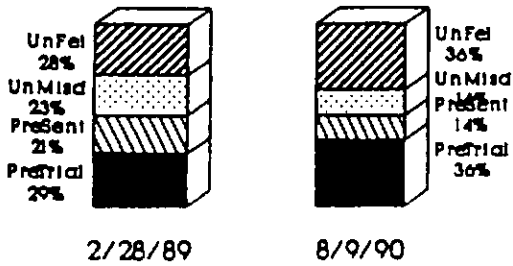
**Probation Violators
Violation Sentence**



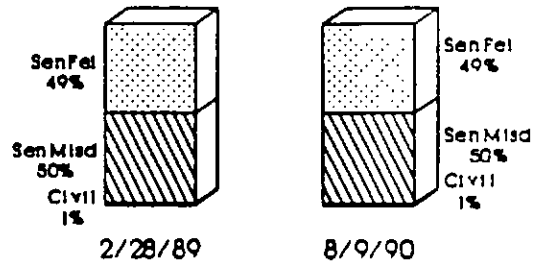
Probation Violator Sample

FIGURE 8

**Jail 'Snapshot' Data
PreTrial and PreSentence**



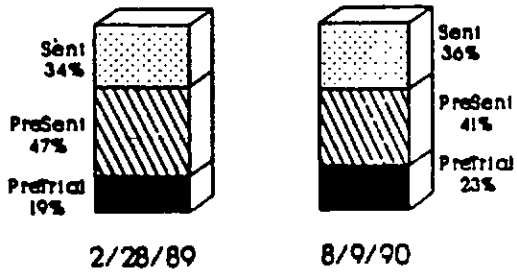
**Jail 'Snapshot' Data
Sentenced Inmates**



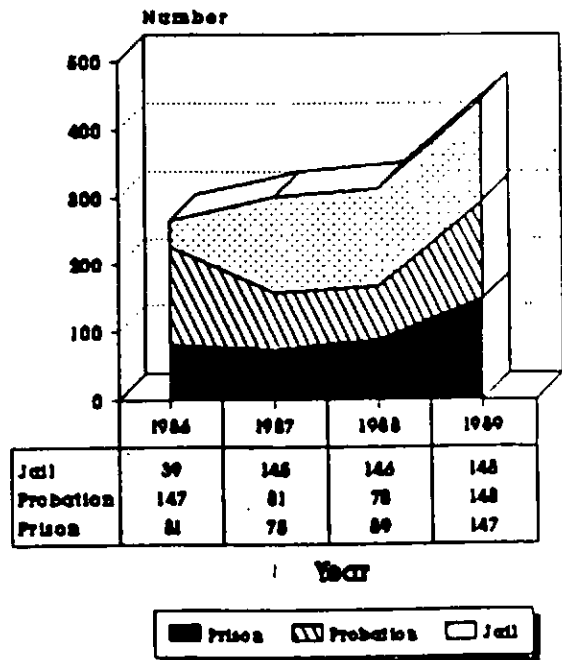
M. Clair County Jail

M. Clair County Jail

**Jail 'Snapshot' Data
General Breakdown of Inmates**



**Circuit Court Dispositions
By Type**

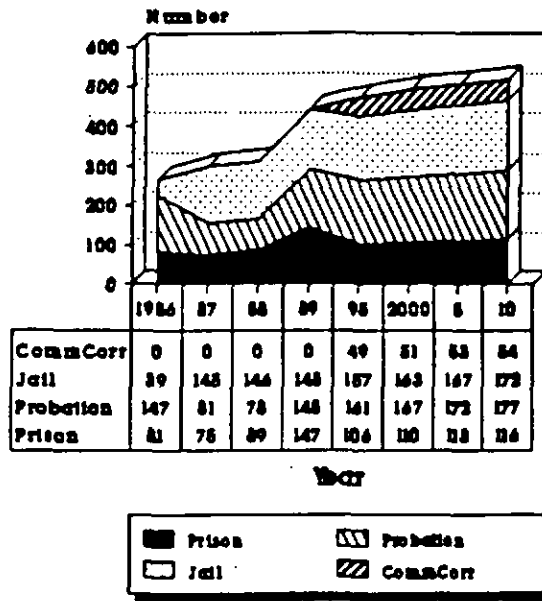


M. Clair County Jail

MDOC

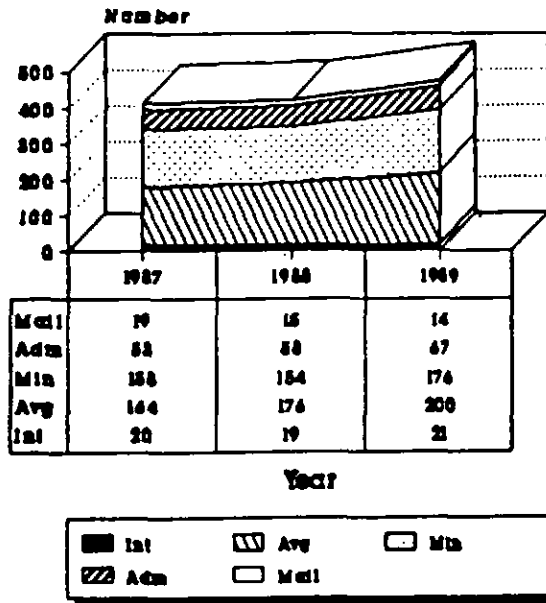
FIGURE 9

**Circuit Court Dispositions
Forecasted By Type and
Based on Highest Historical Use**



MDOC and CCC August 26, 1990
CommCorr-Community Corrections

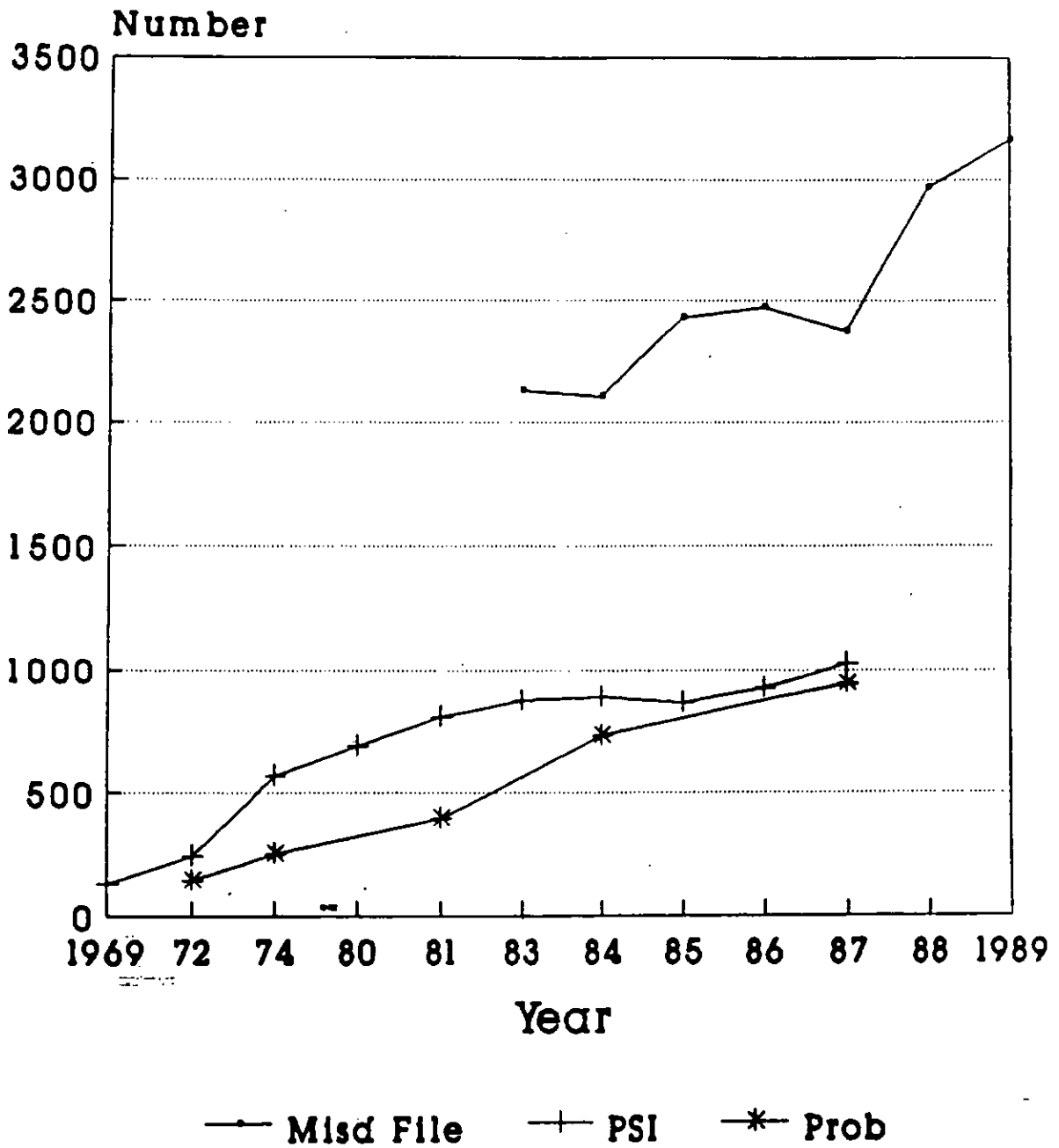
**Circuit Court Probation
Supervision Work Loads and
Levels**



Circuit Court Probation Department
August 26, 1990

FIGURE 10

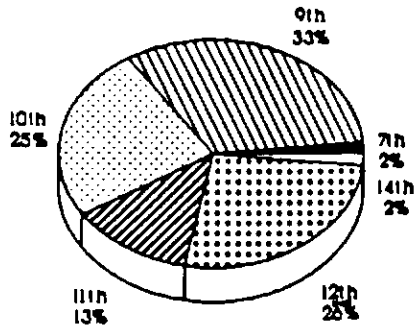
Misdemeanant Filings, District Court PSI's, and Probation Supervision



Prosecutor and District Court
Probation

FIGURE 11

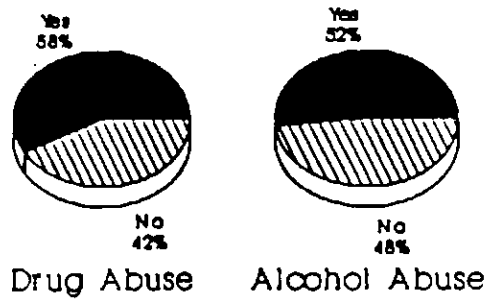
**Felony Commitments
Educational Level**



Highest Grade Attained

PSI Sample
Guidelines Target Population

**Felony Commitments
Substance Abuse History**

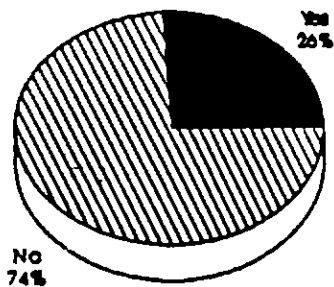


Drug Abuse

Alcohol Abuse

PSI Sample
Guidelines Target Population

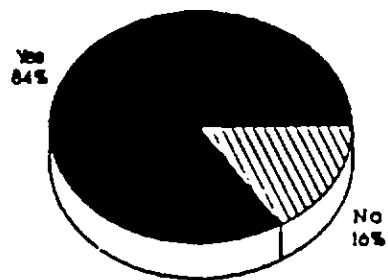
**Felony Commitments
Mental Health History**



Treated Earlier?

PSI Sample
Guidelines Target Population

**Felony Commitments
Employment Status**



Employed?

PSI Sample
Guidelines Target Population

FIGURE 12

RESOLUTION 91-28

SUPPORTING THE CONTINUATION OF FUNDING FOR A THIRTY (30) BED
PROBATION RESIDENTIAL PROGRAM BY HURON HOUSE, INC. BY THE
MICHIGAN OFFICE OF COMMUNITY CORRECTIONS
AND ENDORSING THE PLANNED ADDITIONAL TEN (10) BEDS

WHEREAS, Huron House, Inc. has been providing Probation Residential Programs for St. Clair County since 1979, and,

WHEREAS, Probation Residential Programs as operated by Huron House are an integral part of the alternative and diversionary sentencing options available to the Judges of the 31st Circuit Court, and

WHEREAS, the St. Clair County Criminal Justice Advisory Board included Probation Residential Programs as an integral part of the Comprehensive Community Corrections Plan for St. Clair County, and,

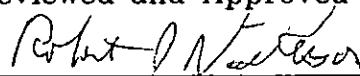
WHEREAS, the St. Clair County Criminal Justice Advisory Board has reviewed the proposal and budget for continuation funding for a thirty (30) bed Probation Residential Program by Huron House, Inc. and recommends its approval.

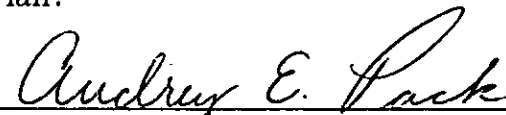




NOW, THEREFORE, BE IT RESOLVED, that after reviewing the proposal and budget for a thirty (30) bed Probation Residential Program by Huron House, Inc., the St. Clair County Board of Commissioners supports and endorses this request for continuation funding.

BE IT FURTHER RESOLVED, that the St. Clair County Board of Commissioners endorses the plan to expand the number of Probation Residential beds by ten(10) as is called for in the St. Clair County Comprehensive Community Corrections Plan.

DATED: September 25, 1991

Reviewed and Approved by:


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

RESOLUTION 91-27

AUTHORIZING PERSONAL SERVICES CONTRACT WITH
ROBIN L. KRENKE, RESOURCE RECOVERY COORDINATOR

WHEREAS, it is the desire of the St. Clair County Board of Commissioners to broaden the scope of the duties of the personal services contract of Robin L. Krenke, County Recycling Coordinator, and,

WHEREAS, it is the desire of the Board of Commissioners to expand the duties to include composting, and household hazardous waste projects, and,

WHEREAS, Robin L. Krenke has agreed and accepted the terms and conditions of the new responsibilities, and,


WHEREAS, the Board of Commissioners created the Job Description of Resource Recovery Coordinator, and by this Resolution eliminates the Recycling Coordinator job description and terminates the Personal Services Contract for the Recycling Coordinator with Robin Krenke, dated April 11, 1990.


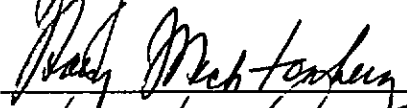

NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners enter into a Personal Services Contract attached hereto marked Exhibit "A" and incorporated herein, with Robin L. Krenke, the duties as outlined in the newly created Resource Recovery Coordinator job description for the term of September 1, 1991 through August 31, 1992 and authorizes the Chairperson of the St. Clair County Board of Commissioners, and County Clerk to execute the attached contract on behalf of the County of St. Clair, Michigan.

DATED: August 28, 1991

Prepared by Donald E. Dodge
Administrator/Controller

Reviewed and Approved by:


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

PERSONAL SERVICES CONTRACT
RESOURCE RECOVERY COORDINATOR

This Personal Services Contract, made and entered into this 28th day of August 1991, by and between the COUNTY OF ST. CLAIR and Robin L. Krenke, hereinafter referred to as the Contractor, both of whom understand as follows:

WHEREAS, the County desires to contract the services of Robin L. Krenke as Resource Recovery Coordinator in accordance with the laws of the State of Michigan and the resolutions of the St. Clair County Board of Commissioners, and

WHEREAS, the Contractor desires to accept the duties and responsibilities as County Resource Recovery Coordinator for said County.

NOW, THEREFORE, in consideration of the covenants herein contained, the parties agree as follows:

Section I - Definition

A. Aggregate rate of pay shall be defined as the annual base amount of the Contractor not including any other benefit, monetary or otherwise.

B. County shall be defined as the County of St. Clair, a municipal corporation, and its legislative body, the St. Clair County Board of Commissioners.

C. Contractor shall be defined as Robin L. Krenke while functioning as Resource Recovery Coordinator.

Section II - Duties

The County hereby agrees to contract the services of Robin L. Krenke as the Resource Recovery Coordinator of said County in accordance with the job description attached hereto, and to perform such other duties and functions as the County Administrator/Controller and/or majority vote of Board of Commissioners shall from time to time assign. Be it provided that the County shall have exclusive authority and responsibility to assign tasks either as formal amendment to the job description or otherwise.

Section III - Contract Termination

A. Nothing contained herein shall limit, prevent, or otherwise interfere with the right of the County to terminate the services of the Contractor at any time, subject only to the provisions set forth within this Personal Services Contract.

EXHIBIT

B. Nothing in this Personal Services Contract shall prevent, limit or otherwise interfere with the Contractor's rights to terminate services subject to the provisions set forth within this Contract.

Section IV - Salary

Effective September 1, 1991, the County agrees to pay the Contractor an annual amount of \$23,088, payable in equal bi-weekly installments, at the same time as the employees of the County.

The County may adjust said base amount and/or other benefits to such an extent as the County Commission may desire, during the term of this Personal Services Contract consistent with the By-laws of the County Commission and the terms of this contract.

Section V - General Benefits

The Contractor shall be entitled to only those benefits provided herein or as may otherwise be established by the Board of Commissioners.

A. Vacation

The Contractor shall be eligible for and subject to the same vacation provisions as the County Commission shall make available to non-affiliated County employees.

B. Sick Days

The Contractor shall be subject to all the terms and conditions of the St. Clair County Personnel Policies, Article 18 - Sick Days and Disability Insurance as they here now and here after are stipulated.

C. Holidays

The Contractor shall celebrate and be paid for the same holidays as the County Commission shall provide non-affiliated County employees.

D. Group Insurance

1. Group Health Insurance

The Contractor shall be eligible for and subject to the same group health insurance as the County Commission shall make available to non-affiliated County employees.

2. Life Insurance

The Contractor's life shall be subject to the life insurance provisions as the County Commission shall make available to non-affiliated County employees.

Section VI - Retirement

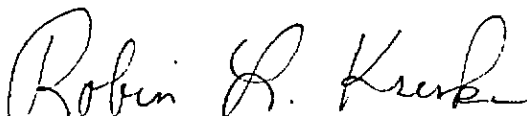
The Contractor being under a contract and not eligible under the County Retirement System, the County agrees to pay to the International City Management Association Retirement Corporation the same percentage of salary in behalf of Contractor that it pays into the St. Clair County Retirement System for basic retirement benefits for all other County employees. The County agrees to execute the necessary deferred compensation and trust agreements with the International City Management Retirement Corporation. In addition to the County's contribution to said retirement fund, the Contractor has the right to make voluntary contributions. However, the maximum amount contributed by both County and Contractor cannot, by law, exceed the lesser of \$7,500 or 33 1/3 percent of the participant's includible compensation.


Section VII - Term

This Personal Services Contract shall be in effect and become operative on September 1, 1991, and shall continue in operation and effect through August 30, 1992. Be it provided, however, this contract is terminable at the will of either party regardless of cause and that either party may terminate this Personal Services Contract by providing the other with thirty (30) calendar days prior written notice. Be it further provided, that the parties hereto may amend this Personal Services Contract at any time contingent upon the mutual agreement of the parties.

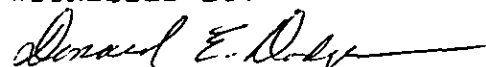
IN WITNESS WHEREOF, the parties hereto have hereto set their hands and seals the day and year first written above.

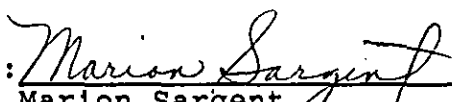
ST. CLAIR COUNTY, MICHIGAN


Robin L. Krenke
Resource Recovery Coordinator

By: 
William W. Danneels, Chairperson
St. Clair County
Board of Commissioners

WITNESSED BY:


Donald E. Dodge
Administrator/Controller

By: 
Marion Sargent
County Clerk/Register

RESOURCE RECOVERY COORDINATOR

GENERAL DESCRIPTION

The Resource Recovery Coordinator is responsible for the development and coordination of the County's recycling, composting, household hazardous waste and waste reduction programs.

DUTIES AND RESPONSIBILITIES

- A. Develop, promote, initiate, and coordinate recycling, composting, household hazardous waste, resource recovery, and waste reduction projects and strategies:
 - 1. Within and among County Departments
 - 2. Within and among other local governmental units, communities, and neighborhoods in the County
- B. Provide information and education programs for the community concerning the benefits and possibilities of recycling, composting, household hazardous waste, resource recovery and waste reduction.
- C. Develop cost analysis information
- D. Develop, up-date, and implement the comprehensive County-wide recycling, composting, household hazardous waste, resource recovery and waste reduction plan, using State-Federal grants where practical, and including citizen participation.
- E. Develop and maintain appropriate research materials and reference library.
- F. Prepare regular reports for appropriate County Commission Committees and the County Administrator/Controller
- G. Other appropriate duties as assigned.

SUPERVISOR

County Administrator/Controller

QUALIFICATIONS

- A. Preferred: Bachelor degree in environmental education, environmental sciences, environmental studies, environmental resources management planning, and/or equivalent experience.

- B. Public education skills
- C. Strong oral and written communication skills
- D. Knowledge of current Federal and State regulations governing solid waste management
- E. Demonstrated experiences in areas of recycling, composting, household hazardous waste, solid waste management, and/or community planning with emphasis in environmental planning.
- F. Demonstrated experience working with committees.
- G. Demonstrated experience with public contact and interaction with local units of governments.
- H. Self-starter, innovative, creative thinker.
- I. Demonstrated grantsmanship experience.

PERSONAL SERVICES CONTRACT

MARINE DIVISION COORDINATOR

ST. CLAIR COUNTY SHERIFF'S DEPARTMENT

ACKNOWLEDGEMENTS

WHEREAS, the County of St. Clair (hereinafter referred to as the "County") and the St. Clair County Sheriff's Department (hereinafter referred to as the "Sheriff") desire to retain the services of an individual to coordinate the Marine Division of the Sheriff's Department and to be responsible for all operations and training incidental thereto, and

WHEREAS, William J. Nowicki, (hereinafter referred to as the "Contractor") desires to contract with the County and the Sheriff to provide said services on a full-time basis, and

WHEREAS, the operations of the Marine Division of the Sheriff's Department is presently funded by the State of Michigan and the County on a one-quarter/three quarter matching basis respectively, and

WHEREAS, there exists a demonstrated need for rescue and training services as well as the enforcement of State statutes, regulations and local ordinances, on the waters within the geographic boundaries of St. Clair County for the protection and safety of the users of said waters.

AGREEMENT

NOW, THEREFORE, it is agreed by the parties as follows:

I RESPONSIBILITIES

A. Administration

Contractor agrees to coordinate all operations of the Marine Division of the St. Clair County Sheriff's Department under the direct supervision and control of the administration of the Sheriff's Department. These responsibilities shall specifically include but not be limited to the following:

- 1) Administer and supervise all personnel of the Marine Division. Personnel of the Marine Division includes certified police officers assigned to the Division on a part-time basis, as well as civilians employed by the Division under Act 303 of the Public Acts of 1967. The appointment, hiring, discipline and discharge of said personnel shall be the responsibility of the administration of the Sheriff's Department, but Contractor shall be responsible to make recommendations regarding same.
- 2) Schedule and deploy equipment and personnel of the division as required.
- 3) Prepare and maintain all financial records of the Division as directed by the Sheriff and requested by the County Administrator/Controller.
- 4) Review all activity reports, incidents reports, citations, and all communications and correspondence incidental to the operations of the Division.
- 5) Coordinate the personnel and equipment of the Marine Division with the Director of Emergency Services for St. Clair County, as required.
- 6) Inspect and certify all boat rental liveries as required by Act 303 of Public Acts of 1967.
- 7) Coordinate the operations of the Marine Division with the respective groups and associations responsible for the activities of the Blue Water Festival, the Algonac Pickerel Tournament, the Black River clean-up and Mackinac Race.
- 8) Coordinate the resources of the Marine Division in response to requests of other law enforcement agencies within the County and neighboring communities, as well as the United States Coast Guard, Customs and Border Patrol.
- 9) Respond to all calls for cold water, near drownings and body recovery dives and shall be on 24-hour call for same.

- 10) Personally carry out instruction, training and certification of individuals between the ages of twelve and sixteen years as required by Act 303 of Public Acts of 1967, regarding marine safety. Said training and instruction shall be coordinated with the administration of the school districts within the County.
- 11) Responsible for the instruction and training of personnel of the Marine Division.

B. Qualifications

Employee shall maintain certification as a law enforcement officer in Michigan and boating safety instructor, as well as pursue further education and training as directed by the Sheriff.

II TERM AND CANCELLATION

The term of this agreement shall be from August 19, 1991 through August 18, 1992. It is expressly understood by the parties that the entering into of this agreement in no way constitutes any promises or representation of continuing employment or renewal of the contract to the contractor. Therefore, either party hereto may elect at their option with or without cause to not extend this agreement beyond August 18, 1992. This agreement may be modified by the parties if State funding is lessened by downward adjustment of the State portion of the matching formula for funding or by a lessening of the amount of the appropriation from the State.

Further, this agreement may be rescinded and the contractor discharged within the term of this agreement, for just cause which shall include but not be limited to a failure to perform the responsibilities above enumerated in Section I of this agreement. It is expressly understood and agreed by the parties hereto that the St. Clair County Personnel Policies shall not apply to this contract nor to the position covered by this agreement.

III CONSIDERATION

Salary:

In consideration for the providing services pursuant to the term of this agreement, the Contractor shall be paid the amount of \$ 27,000 annually, payable in installments at the same time as other employees of the County are paid. The installment payments to the Contractor shall be subject to withholding for income tax and social security as required by federal, state and local law.

General Benefits:

The Contractor shall be entitled to only those benefits provided herein or as may otherwise be established by the Board of Commissioners.

A. Vacation

The Contractor shall be eligible for and subject to the same vacation provisions as the County Commission shall make available to non-affiliated County Employees.

B. Sick Days

The Contractor shall be subject to all the terms and conditions of the St. Clair County Personnel Policies, Article 18 - Sick Days and Disability Insurance as they here now and hereafter are stipulated.

C. Group Insurance

1. Life Insurance

The Contractor's life shall be subject to the life insurance provisions as the County Commission shall make available to non-affiliated County Employees.

2. The Contractor shall be eligible for and subject to the same dental insurance as the Board shall make available to non-affiliated County employees.

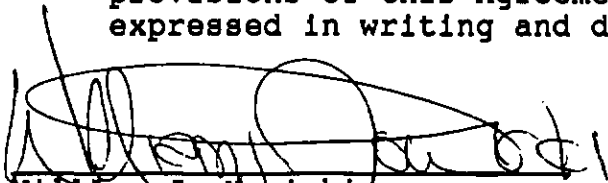
D. Deferred Compensation

1. The Contractor shall be eligible for all deferred compensation programs offered to all other County Employees.

IV ENTIRE AGREEMENT; REQUIREMENT OF A WRITING


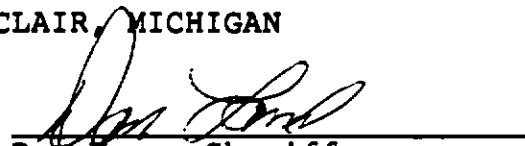
It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.



William J. Novicki
Marine Division, St. Clair
County Sheriff's Department

FOR THE COUNTY OF ST. CLAIR, MICHIGAN


William W. Danneels, Chairperson
St. Clair County
Board of Commissioners
Dan Lane, Sheriff
St. Clair County

Date: August 14, 1991

RESOLUTION 91-25

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

WHEREAS, the Sheriff Department 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 responsibility to bargain on matters of wages and working conditions, and,

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

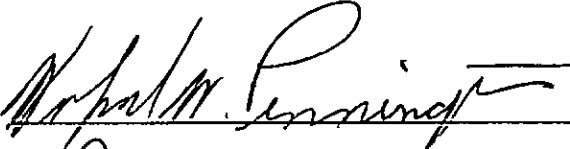
NOW, THEREFORE, BE IT RESOLVED, that the Collective Bargaining Agreement (attached Exhibit "A"), for the period July 1, 1990 through June 30, 1994, is hereby approved and adopted.


DATED: August 14, 1991


Reviewed and Approved by:




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









RESOLUTION 91-24

ADOPTING COLLECTIVE BARGAINING AGREEMENT
BETWEEN
ST. CLAIR COUNTY PROBATE COURT
AND
PROBATE COURT SUPERVISORS ASSOCIATION

WHEREAS, the Probate Court Supervisors Association is recognized by the Michigan Employment Relations Commission, the St. Clair County Probate Court and the County of St. Clair as the exclusive representative of certain employees of the Court, and

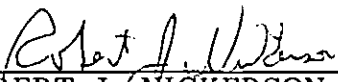
WHEREAS, the County of St. Clair has authority and responsibility to bargain on matters of wages and working conditions as delegated to it by the St. Clair County Probate Court, and,

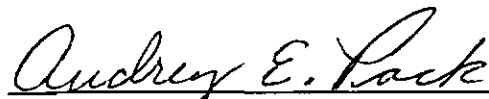
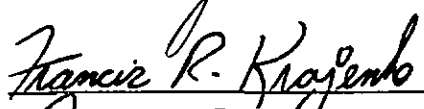
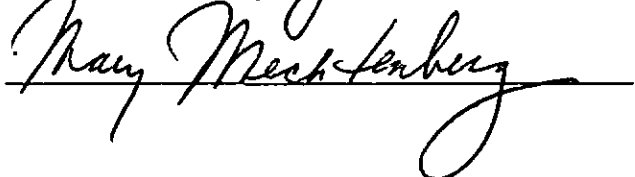
WHEREAS, the parties have collectively bargained mutually acceptable terms and conditions.

NOW, THEREFORE, BE IT RESOLVED, that the Collective Bargaining Agreement (Attached Exhibit "A"), for the period January 1, 1990 through December 31, 1993 is hereby approved and adopted.

DATED: August 14, 1991

Reviewed and Approved by:


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

RESOLUTION 91-22

ADOPTING EQUIPMENT PURCHASE/BUILDING OPERATION
AND MAINTENANCE PROJECTS PROCEDURES

WHEREAS, it is the desire of the St. Clair County Board of Commissioners to establish specific equipment purchase/building operation and maintenance projects procedures for County departments to follow, and,

WHEREAS, the following guidelines were recommended by the Office of the Administrator/Controller and approved by the Administrative Services/Ways & Means Committee of the Board of Commissioners:

1. Equipment purchases and building operation and maintenance projects, which fall within prior approved budgeted levels, not exceeding the amount of \$5,000, will be approved by the Administrator/Controller, unless unusual in nature, which then will be documented to the Board of Commissioners in writing.

2. Equipment purchases and building operation and maintenance projects, exceeding \$2,500 not having prior budget approval, must be approved by the Administrative Services/Ways & Means Committee.

3. All equipment purchases and building operation and maintenance projects ranging between \$5,001 to \$20,000, must have prior approval of the Administrative Services/Ways & Means Committee.

4. All equipment purchases and building operation and maintenance projects described in Item No. 3, not receiving unanimous Committee approval and those which amounts in excess of \$20,000, must have approval of the full Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners does hereby adopt the Equipment Purchase/Building Operation and Maintenance Projects Procedures outlined above and authorizes Administrator/Controller to send copy to all County departments for compliance.

DATED: July 24, 1991

Reviewed and Approved by:

Robert J. Nickerson (S.P.M.)
ROBERT J. NICKERSON
Corporation Counsel
301 County Building
Port Huron, MI 48060

MaryAnn Acciaro
Robert W. Ryan
Harold W. Pennington

RESOLUTION 91-21

ADOPTING ACCOUNTS PAYABLE PROCEDURES

WHEREAS, it is the desire of the St. Clair County Board of Commissioners to establish specific accounts payable procedures for County departments to follow, and,

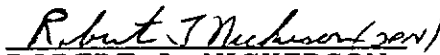
WHEREAS, the following guidelines were recommended by the Office of the Administrator/Controller and approved by the Administrative Services/Ways & Means Committee of the Board of Commissioners:


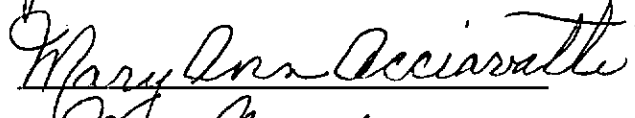

1. Current month's paid registers will be reviewed by the Administrative Services/Ways & Means Committee at its regular meetings.
2. Upon review by the Administrative Services/Ways & Means Committee, individual invoices may be made available to the Committee upon demand.
3. Individual invoices in amounts of \$5,000 and above (other than those relating to re-occurring payroll and fringe benefits-F.I.C.A., Retirement, Income Taxes, Insurances and Investments and those authorized under State statutes) must be approved, prior to actual payment, by the Administrative Services/Ways and Means Committee.
4. Individual invoices relating to No. 3, which do not receive approval of the Administrative Services/Ways and Means Committee, may necessitate the Department Head appearing before the following month's meeting of the Administrative Services/Ways & Means Committee.
5. Any invoice not approved by the Administrative Services/Ways & Means Committee, will be passed on to the full Board of Commissioners for a decision.

NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County County Board of Commissioners does hereby adopt the Accounts Payable Procedures outlined above and authorizes Administrator/Controller to send copy to all County departments for compliance.

DATED: July 24, 1991

Reviewed and Approved by:


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

RESOLUTION AUTHORIZING
\$1,550,000 AGGREGATE PRINCIPAL ST. CLAIR COUNTY
SEWAGE DISPOSAL SYSTEM NO. X (VILLAGE OF CAPAC) BONDS,
SERIES 1991-A
SEWAGE DISPOSAL SYSTEM NO. X (VILLAGE OF CAPAC) BONDS,
SERIES 1991-B

A RESOLUTION PROVIDING FOR THE ISSUANCE OF BONDS TO DEFRAY THE COST OF A SEWAGE DISPOSAL SYSTEM PROJECT; PROVIDING FOR THE PAYMENT AND SECURITY OF SAID BONDS, AND PROVIDING FOR OTHER MATTERS RELATIVE TO SAID BONDS AND THE SECURITY THEREFOR.

Minutes of a Regular Meeting of the Board of Commissioners of the County of St. Clair, Michigan (the "County"), held in said County on the 24th day of July, 1991, at 7:30 P.M o'clock .m., Eastern Standard Time.

PRESENT: Members Commissioner Acciavatti, Keegan, Krajenke,
Mechtenberg, Pack, Pennington, Quain, Danneels - 8.

ABSENT: Members None

The following preamble and resolution were offered by Member Keegan and supported by Member Pennington :

WHEREAS, the County, acting by and through its Board of Commissioners and pursuant to the authority conferred upon it by Act 185, Public Acts of Michigan, 1957, as amended (the "Act"), did, by resolution duly adopted by a two-thirds (2/3) vote of the members-elect of said Board of Commissioners, establish a Department of Public Works in and for the County for the administration of the powers conferred upon the County by said Act; and

WHEREAS, pursuant to the authorization of Section 2 of the Act, a Board of Public Works (the "Board") has been appointed and is functioning as the governing body of said Department of Public Works; and

WHEREAS, the Village of Capac (the "Local Unit") has previously established a sewage disposal system established by the County as the Sewage Disposal System No. X (the "System"); and

WHEREAS, the County, by and through the Board, and the Local Unit have entered into a contract (the "Contract") for the construction and financing of certain sewage disposal system improvements as a part of that System (the "Project"), which Contract is attached hereto and made a part of this resolution; and

WHEREAS, the Contract has been duly approved by resolutions of the Board and the legislative body of this Local Unit and has been fully executed by the parties thereto; and

MILLER, CANFIELD, PADDOCK AND STONE

WHEREAS, plans, specifications and estimates of cost of the Project have been prepared by McNamee, Porter & Seeley, Inc., consulting engineers of Ann Arbor, Michigan, and have been duly approved by the Board; and

WHEREAS, under the provisions of the Contract, the Local Unit has obligated itself to pay the cost of said Project to be financed by the issuance of bonds of the County by paying the installments, plus interest, as specified in Section 9 of the Contract (the "Contractual Payments"), and has further obligated itself to collect sufficient moneys annually for the purpose of meeting the Contractual Payments, subject to statutory and constitutional limitations; and

WHEREAS, the County now proposes to issue its bonds, as authorized by the Act, and as authorized pursuant to the Michigan Clean Water Assistance Act, Act 317 Public Acts of Michigan 1988, as amended ("Act 317") in anticipation of and secured primarily by the Contractual Payments which the Local Unit has in the Contract obligated itself to provide in such amounts as may be necessary to pay the cost of constructing the Project, and all things necessary to the authorization and issuance of said bonds under the Act having been done, and the County being now empowered and desirous of authorizing the issuance of said bonds; and

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

WHEREAS, the County intends to sell a portion of the bonds to the Michigan Municipal Bond Authority (the "Bond Authority") pursuant to Act 317 and pursuant to the Purchase Contract, a copy of which is attached hereto as Exhibit A.

THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY, AS FOLLOWS:

Section 1. The plans, specifications and estimates of cost for the Project as prepared by the consulting engineers are hereby accepted and approved, and it is hereby determined to be advisable and necessary for the public health of the County to acquire, construct and complete the Project as provided in said plans and specifications.

Section 2. The Contract is hereby ratified, confirmed and approved.

Section 3. The total estimated cost of acquiring and constructing the Project, including payment of incidental expenses as specified in Section 5 of this resolution, in the amount of \$1,550,000 is hereby approved and confirmed.

Section 4. The estimated period of usefulness of the Project is determined to be not less than fifty (50) years.

Section 5. For the purpose of defraying the cost of the Project, including payment of engineering, legal and financial expenses, there shall be borrowed the sum of One Million Five Hundred Fifty Thousand Dollars (\$1,550,000), and in evidence thereof there shall be issued the bonds of the County in two series in an equivalent aggregate principal amount, which bonds are sometimes hereinafter referred to in this resolution as the "bonds."

Section 6. The bonds shall be designated ST. CLAIR COUNTY SEWAGE DISPOSAL SYSTEM NO. X (Village of Capac) BONDS, SERIES 1991-A (LIMITED TAX GENERAL OBLIGATION) (the "Series A Bonds") and ST. CLAIR COUNTY SEWAGE DISPOSAL SYSTEM NO. X (Village of Capac) BONDS, SERIES 1991-B (LIMITED TAX GENERAL OBLIGATION) (the "Series B Bonds") , the principal of and interest thereon to be payable primarily out of the Contractual Payments required to be paid by the Local Unit pursuant to the Contract. The Series A Bonds and Series B Bonds are referred to herein as the "Bonds." The Series A Bonds shall be in the principal amount of \$1,160,000 and consist of a single fully registered bond, shall be dated as of the date of disbursement to the County of the first installment of principal, callable prior to maturity as hereinafter provided, and shall be payable in the years and amounts as shown on Exhibit B of the form of Series A Bond set forth in Section 12 of this resolution. The Series A Bonds shall bear interest at the rate of 2%, payable as provided in the form of the Series A Bond set forth in Section 12 of this resolution.

The Series B Bonds shall be in the principal amount of \$390,000 and consist of fully registered bonds issued in denominations of \$5,000 or multiples thereof not exceeding in any year the principal amount maturing in that year; shall be dated as of the date of delivery, or such other date shall be determined by the Village President upon advice of bond counsel; shall be subject to redemption prior to maturity as provided in the form of Series B Bond set forth in Section 12, and shall be payable on October 1 in the years and amounts as provided below:

1992	\$10,000	2002	\$20,000
1993	10,000	2003	20,000
1994	10,000	2004	20,000
1995	10,000	2005	25,000
1996	10,000	2006	25,000
1997	15,000	2007	25,000
1998	15,000	2008	30,000
1999	15,000	2009	30,000
2000	15,000	2010	35,000
2001	15,000	2011	35,000

In the event the Bond Authority requires an adjustment to the principal amount of the Series A Bonds, the Chairman of the Board of Commissioners is hereby authorized to adjust the respective principal amounts of each series of Bonds so long as the aggregate principal amount of both series of bonds does not exceed One

Million Five Hundred Fifty Thousand Dollars (\$1,550,000) and is also hereby authorized to adjust the maturities for each series of bonds, pursuant to Act No. 227, Public Acts of Michigan 1985, as amended and Act of 202, Public Acts of Michigan, 1943, as amended, and other applicable statutory provisions.

The Series B Bonds shall bear interest at a rate or rates determined at the sale thereof, first payable on April 1, 1992, not exceeding 10% per annum, and semiannually thereafter, by check drawn on the transfer agent for the Series B Bonds and mailed to the registered owner of record as of the 15th day of the month preceding the payment date for each interest payment. The date of determination of registered owner for purposes of payment of interest as provided in this Section may be changed by the County to conform to market practice in the future. The principal of the Series B Bonds shall be payable at the designated office of the transfer agent. The Board is hereby authorized to designate a Michigan bank or trust company to act as transfer agent and to enter into all required contractual arrangements with such designee.

Section 7. The Chairman of the Board of Commissioners and the County Clerk are hereby authorized and directed to execute the Bonds by means of their manual or facsimile signatures when issued and sold for and on behalf of the County and to impress or imprint thereon the seal or a facsimile seal of the County.

No Series B Bond shall be valid until authenticated by an authorized officer of the transfer agent. The Series B Bonds shall be delivered to the transfer agent for authentication and shall then be delivered to the purchaser in accordance with instructions from the Treasurer of the County upon payment of the purchase price for the Series B Bonds in accordance with the bid therefor when accepted. Executed blank Series B Bonds for registration and issuance to transferees shall simultaneously, and from time to time thereafter as necessary, be delivered to the transfer agent for safekeeping.

Any Series B Bond may be transferred upon the books of the County maintained by the transfer agent by the person in whose name it is registered, in person or by duly authorized attorney, upon surrender of the Series B Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the transfer agent. Whenever any Series B Bond or Bonds shall be surrendered for transfer, the transfer agent shall authenticate and deliver a new Series B Bond or Bonds, for like aggregate principal amount and maturity. The transfer agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

Section 8. The Bonds and the interest thereon shall be payable primarily from the Contractual Payments received by the Board on behalf of the County, for the payment of which the Local

Unit has in the Contract pledged its unlimited tax full faith and credit pursuant to the provisions of the Act. Pursuant to the provisions of Section 6, Article IX of the Michigan Constitution of 1963, the Local Unit has covenanted and agreed to levy taxes annually to the extent necessary to provide the funds to meet its Contractual Payments when due in anticipation of which the bonds are issued, which taxes shall not be limited as to rate or amount as authorized by a vote of the qualified electors in the Village on May 7, 1991. All of such Contractual Payments are hereby pledged solely and only for the payment of principal of and interest on the bonds.

Section 9. Pursuant to the authorization provided in the Act, the full faith and credit of the County is hereby pledged for the prompt payment of the principal of and interest on the bonds as the same shall become due. If for any reason there are not sufficient funds on hand from the Contractual Payments to pay the principal of and interest on the Bonds when due, upon written notification by the Board to the County Treasurer of the amount of such deficiency, the County Treasurer shall promptly deposit into the debt retirement fund for the Bonds the amount of such deficiency out of general funds of the County. If it becomes necessary for the County to so advance any such moneys, it shall be entitled to reimbursement from any surplus from time to time existing in the fund which said principal and interest are primarily liable, or from any other legally available source. The County recognizes and covenants that its full faith and credit pledge hereunder is a first budget obligation, and, to the extent necessary to provide funds to meet such pledge herein provided, it is obligated to levy ad valorem taxes against the taxable property in the County, which taxes, however, shall be subject to statutory and constitutional limitations.

Section 10. It shall be the duty of the Board, after the adoption of this resolution and delivery of the Bonds herein authorized, to open special depository account with a bank or trust company to be designated by the Board to be designated DEBT RETIREMENT FUND - ST. CLAIR COUNTY SEWAGE DISPOSAL SYSTEM NO. X (VILLAGE OF CAPAC) BONDS, sometimes referred to as the "debt retirement fund," into which account the Board shall deposit all Contractual Payments as received, and into which account any advances made by the County pursuant to Section 9 of this resolution shall be deposited. The moneys from time to time on hand in said debt retirement fund shall be used solely and only for the payment of the principal of and interest on the Bonds, or, to the extent of any surplus, to reimburse the County for any advances made pursuant to Section 9 hereof. The County shall have the right to invest moneys in the debt retirement account as provided in the Contract, which investments may be in obligations other than those of the depository bank or trust company only.

Section 11. The operation, maintenance and administration of the System and the acquisition and construction of the Project shall be under the overall jurisdiction and control of the Board as

agency of the County, and the provisions in the Contract relative to such operation, maintenance and administration are hereby recognized, approved and confirmed.

Section 12. The Series A Bond shall be in substantially the following form:

MILLER, CAMFIELD, PADDOCK AND STONE

[FORM OF SERIES A BOND]

UNITED STATES OF AMERICA

STATE OF MICHIGAN

COUNTY OF ST. CLAIR

ST. CLAIR COUNTY

SEWAGE DISPOSAL SYSTEM NO. X (VILLAGE OF CAPAC) BONDS,
SERIES 1991-A

(LIMITED TAX GENERAL OBLIGATION)

The County of St. Clair, State of Michigan (the "Issuer"), for value received, hereby promises to pay to the Michigan Municipal Bond Authority (the "Authority") the principal sum of _____ (\$ _____) or such lesser amount as shall be equal to the total principal disbursed by the Authority to the Issuer pursuant to a Purchase Contract between the Issuer and the Authority and a Supplemental Agreement by and among the Issuer, the Authority and the State of Michigan acting through its Department of Natural Resources, as shown on the Registration Grid attached hereto as Exhibit A, in lawful money of the United States of America on the dates and in the principal installments indicated on the Payment Schedule attached as Exhibit B hereto, unless prepaid prior thereto, as hereinafter provided, with interest on said principal until paid from the date each installment of principal is disbursed by the Authority to the Issuer at the rate of 2% per annum, payable on _____ 1, 199_ and semiannually thereafter.

This bond is payable as to principal, premium, if any, and interest at the corporate trust office of Michigan National Bank, Grand Rapids, Michigan, or to such other place as shall be designated in writing by the Authority to the Issuer (the "Authority's Depository"). The Issuer agrees that it will deposit with the Authority's Depository payments of principal of premium, if any, and interest on this bond in immediately available funds at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise. This bond is subject to redemption prior to its stated maturity only at such times, in such amounts, and at such redemption prices as shall be approved in writing by the Authority. Written notice of any redemption of any principal installments of this bond prior to its stated maturity shall be given by the Issuer and received by the Authority's Depository at least 40 days prior to the date on which such redemption is to be made.

MILLER, CANFIELD, PADDOCK AND STONE

In the event of a default in the payment of principal or interest hereon when due, whether at maturity, by redemption or otherwise, the amount of such default shall bear interest (the "additional interest") at a rate equal to the rate of interest which is two percent above the Authority's cost of providing funds (as determined by the Authority) to make payment on the bonds of the Authority issued to provide funds to purchase this bond but in no event in excess of the maximum rate of interest permitted by law. The additional interest shall continue to accrue until the Authority has been fully reimbursed for all costs incurred by the Authority (as determined by the Authority) as a consequence of the Issuer's default. Such additional interest shall be payable on the interest payment date following demand of the Authority. In the event that (for reasons other than the default in the payment of any municipal obligation purchased by the Authority) the investment of amounts in the reserve account established by the Authority for the bonds of the Authority issued to provide sufficient available funds (together with any other funds which may be made available for such purpose) to pay the interest on outstanding bonds of the Authority issued to fund such account, the Issuer shall and hereby agrees to pay on demand only the Issuer's pro rata share (as determined by the Authority) of such deficiency as additional interest on this bond.

The bonds of this issue are payable primarily from the proceeds of contractual payments to be paid by the Village of Capac (the "Village"), located in the County of St. Clair, Michigan, to the Board of Public Works, acting for and on behalf of the Issuer, pursuant to a certain contract dated _____, 1991, between the Issuer and the Village, whereby said Board, on behalf of the Issuer, is to construct sewage disposal system improvements to service said Village, as a part of the Village's sewage disposal system. By the provisions of said contract and pursuant to the authorization provided by law, the Village has pledged its unlimited tax full faith and credit for the payment of its contractual payments. The Issuer has irrevocably pledged to the payment of this issue of bonds the total contractual payments, which said total payments are established in the amount required to pay the principal of and interest on the bonds of this issue when due. As additional security for the payment of the bonds of this issue, the Issuer, pursuant to the provisions of Act 185, Public Act of Michigan, 1957, as amended, ("Act 185") and a three-fifths (3/5) vote of the members-elect of its Board of Commissioners, has pledged its full faith and credit for the prompt payment of the principal of and interest thereon. Pursuant to an election held on May 7, 1991, the Village is authorized to levy taxes without limitation as to rate or amount for its payment of the contract obligations. Both the Issuer and the Village are required to pay their respective debt service commitment on the bonds as a first budget obligation from their general funds, including the collection of any ad valorem taxes which each is authorized to levy. However, the ability of the Issuer to levy such taxes is subject to statutory and constitutional limitations.

This bond is issued pursuant to a resolution duly adopted by the Board of Commissioners of the Issuer on _____, 1991, and under and in full compliance with the Constitution and statutes of the State of Michigan, including specifically Act 185, for the purposes of paying the cost of constructing sewage disposal system improvements to service said Village. This bond is of equal standing and priority of lien as to the contractual payments and the limited tax obligation of the Issuer with the Issuer's St. Clair County Sewage Disposal System (Village of Capac) Bonds, Series 1991-B. For a complete statement of the funds from which and the conditions under which this bond is payable, and the general covenants and provisions pursuant to which this bond is issued, reference is made to the above described resolution.

This bond is subject to prepayment in whole or in part on any interest payment date on or after October 1 ____, but only upon the prior written consent of the Authority.

It is hereby certified and recited that all acts, conditions and things required by law precedent to and in the issuance of this bond, have been done and performed in regular and due time and form as required by law.

IN WITNESS WHEREOF, the County of St. Clair, State of Michigan, by its Board of Commissioners, has caused this bond to be signed in the name of said County by the manual signature of the Chairman of the Board of Commissioners and to be countersigned by the manual signature of the County Clerk and the corporate seal of said County to be impressed hereon, all as of _____, 1991.

COUNTY OF ST. CLAIR

By William J. Dannels
Chairman, Board of Commissioners

[SEAL]

County Clerk

EXHIBIT A

Registration Grid

The following registration grid indicates the disbursement of principal from the Authority to the Issuer. NOTHING SHALL BE WRITTEN HEREON EXCEPT BY THE AUTHORITY OR ITS DEPOSITORY.

<u>Date of Registration</u>	<u>Principal Disbursement</u>	<u>Signature of Authority Representative</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

MILLER, CANFIELD, PADDOCK AND STONE

EXHIBIT B

Payment Schedule

The following payment schedule indicates repayment by the Issuer of principal due on this bond. Repayment of principal shall be made according to this schedule until the full amount disbursed by the Authority to the Issuer as shown on Exhibit A is repaid, unless prepaid as provided in the bond. In the event less than \$_____ in principal is disbursed to the Issuer, as shown on Exhibit A, the Authority may prepare a new payment schedule which shall be approved by resolution of the Issuer. NOTHING SHALL BE WRITTEN HEREON EXCEPT BY THE AUTHORITY OR ITS DEPOSITORY.

<u>Due Date</u>	<u>Principal Installment</u>	<u>Date Paid</u>	<u>Signature of Authority Representative</u>
-----------------	------------------------------	------------------	--

MILLER, CANFIELD, PADDOCK AND STONE

The Series B Bond shall be in substantially the following form:

[FORM OF SERIES B BOND]

NO. _____

UNITED STATES OF AMERICA

STATE OF MICHIGAN

COUNTY OF ST. CLAIR

ST. CLAIR COUNTY SEWAGE DISPOSAL SUPPLY SYSTEM NO. X

(VILLAGE OF CAPAC) BONDS, SERIES 1991-B

(LIMITED TAX GENERAL OBLIGATION)

<u>Interest Rate</u>	<u>Date of Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
		October 1, 1991	

Registered Owner:

Principal Amount: _____ Dollars

The County of St. Clair, State of Michigan (the "Issuer"), for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America on the Date of Maturity specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on _____ 1, 1992 and semiannually thereafter. Principal of this bond is payable at the office of _____, Michigan, or such other transfer agent as the Issuer may hereafter designate by notice mailed to the registered owner hereof not less than sixty (60) days prior to any interest payment date (the "Transfer Agent"). Interest on this bond is payable to the registered owner of record

MILLER, CANFIELD, PADDOCK AND STONE

as of the fifteenth (15th) day of the month preceding the payment date as shown on the registration books of the Issuer maintained by the Transfer Agent, by check or draft mailed to the registered owner at the registered address.

The bonds of this issue are payable primarily from the proceeds of contractual payments to be paid by the Village of Capac, located in the County of St. Clair, Michigan, to the Board of Public Works, acting for and on behalf of the Issuer, pursuant to a certain contract dated _____ 1, 1991, between the Issuer and the Village, whereby the Board, on behalf of the Issuer, is to construct sewage disposal system improvements to service the Village, said system designated as "St. Clair County Sewage Disposal System No. X (Village of Capac)." By the provisions of said contract and pursuant to the authorization provided by law, the Village has pledged its full faith and credit for the payment of its contractual payments. The Issuer has irrevocably pledged to the payment of this issue of bonds the total contractual payments, which total payments are established in the amount required to pay the principal of and interest on the bonds of this issue when due. As additional security for the payment of the bonds of this issue, the Issuer, pursuant to the provisions of Act 185, Public Acts of Michigan, 1957, as amended, and a three-fifths (3/5) vote of the members-elect of its Board of Commissioners, has pledged its full faith and credit for the prompt payment of the principal of and interest thereon. Pursuant to an election held on May 7, 1991, the Village is authorized to levy taxes without limitation as to rate or amount for its payment of the contractual obligations. The full faith and credit pledge of the Issuer is the limited tax general obligation of the Issuer. In the event of insufficiency of the Contractual Payments, the Issuer and the Village are each required to pay its debt service commitment on the bonds as a first budget obligation from its general funds, including the collection of any ad valorem taxes which each is authorized to levy. However, the ability of the Issuer to levy such taxes is subject to statutory and constitutional limitations.

This bond is one of a total authorized issue of bonds of even original issue date, aggregating the principal sum of \$1,550,000, issued pursuant to a resolution duly adopted by the Board of Commissioners of the Issuer on _____ 1, 1991, and under and in full compliance with the Constitution and statutes of the State of Michigan, including specifically Act 185, Public Acts of Michigan, 1957, as amended, for the purposes of paying part of the cost of constructing sewage disposal system improvements to service the Village. This bond is of equal standing and priority of lien as to the contractual payments and the limited tax obligation of the Issuer with the Issuer's St. Clair County Sewage Disposal System (Village of Capac) Bonds, Series 1991-A. For a complete statement of the funds from which and the conditions under which this bond is payable, and the general covenants and provisions pursuant to which this bond is issued, reference is made to the above described resolution.

Bonds of this issue maturing in the years 1992 to 1998, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds in multiples of \$5,000 of this issue maturing in the years 1999 to 2011, inclusive, shall be subject to redemption prior to maturity, at the option of the Issuer, in such order as the Issuer shall determine, on any interest payment date on or after _____ 1, 1998, at par and accrued interest to the date fixed for redemption, plus a premium expressed as a percentage of par, as follows:

2.0% of the par value of each bond or portion thereof called for redemption prior to _____ 1, 2002;

1.0% of the par value of each bond or portion thereof called for redemption on or after _____ 1, 2002, but prior to _____ 1, 2004;

0.5% of the par value of each bond or portion thereof called for redemption on or after _____ 1, 2004, but prior to _____ 1, 2008.

No premium shall be paid on bonds or portions thereof called for redemption on or after _____ 1, 2008.

In case less than the full amount of an outstanding bond is called for redemption, the Transfer Agent, upon presentation of the bond called for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to the registered owners of bonds or portions thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. Bonds so called for redemption shall not bear interest after the date fixed for redemption provided funds are on hand with the Transfer Agent to redeem said bonds.

This bond is transferable only upon the books of the Issuer kept for that purpose at the office of the Transfer Agent by the registered owner hereof in person, or by the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolutions authorizing the bonds, and upon the payment of the charges, if any, therein prescribed.

It is hereby certified and recited that all acts, conditions and things required by law precedent to and in the issuance of this

bond, and the series of which this is one, have been done and performed in regular and due time and form as required by law.

This bond is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this bond has been executed by the Transfer Agent.

IN WITNESS WHEREOF, the County of St. Clair, State of Michigan, by its Board of Commissioners, has caused this bond to be signed in the name of the County by the facsimile signature of the Chairman of the Board of Commissioners and to be countersigned by the facsimile signature of the County Clerk and a facsimile of the corporate seal of the County to be imprinted hereon, all as of the Date of Original Issue.

COUNTY OF ST. CLAIR

By William J. Dannels
Chairman, Board of Commissioners

[SEAL]

Marion Sargent
County Clerk

[FORM OF TRANSFER AGENT'S
CERTIFICATE OF AUTHENTICATION]

Certificate of Authentication

This bond is one of the bonds described in the within-mentioned resolution.

Transfer Agent

By _____
Authorized Signature

Date of Authentication: _____

Section 13. Nothing contained in this resolution or the Contract shall be construed to prevent the County from issuing additional bonds under the provisions of the Act for any of the purposes authorized by the Act, but any such bonds shall in no way have any lien on or be payable out of the Contractual Payments pledged to the payment of the bonds of this authorized issue, except such additional bonds as may be necessary may be issued to complete the Project pursuant to the authorization provided in Section 14 of the Contract.

Section 14. The proceeds of each principal disbursement of the Series A Bonds and of sale of the Series B Bonds shall be deposited in a special depository account in a bank to be designated by the Board, said account to be designated "St. Clair County Sewage Disposal System No. X (Village of Capac) Bonds, Series 1991, Construction Fund" (hereinafter referred to as the "construction fund"). The moneys from time to time in such fund shall be used solely and only to pay costs of acquiring and constructing the Project. Any premium and accrued interest paid at the time of delivery of the Series B Bonds shall be deposited in the debt retirement fund established under the provisions of Section 10 of this resolution.

Section 15. The provisions of this resolution, together with the Contract, shall constitute a contract between the County and the holder or holders of the Bonds from time to time, and after the issuance of the Bonds, no change, variation or alteration of the provisions of this resolution and the Contract may be made which would lessen the security for the Bonds. The provisions of this resolution and the Contract shall be enforceable by appropriate proceedings taken by such holder either at law or in equity.

Section 16. The County covenants and agrees with the successive holders of the Bonds that so long as any of the Bonds remain outstanding and unpaid as to either principal or interest:

(a) The County and the Board, as agents of the County, will punctually perform all of their obligations and duties under this resolution and the Contract, including all collection, segregation and application of the Contractual Payments in the manner required by the provisions of this resolution.

(b) The County and the Board, as the agents of the County, will apply and use the proceeds of the sale of the Bonds for the purposes and in the manner required by the Contract and this resolution. The County will maintain and keep proper books of record and account relative to the application of funds for the construction of the Project and the Contractual Payments received pursuant to the Contract or monies advanced by the County. Not later than three (3) months after the end of each year, the Board shall cause to be prepared a

statement, in reasonable detail, sworn to by its chief accounting officer, showing the application of the proceeds of the sale of the Bonds, the cash receipts from the Contractual Payments or monies advanced by the County during such year, and the application thereof, and such other information as may be necessary to enable any taxpayer or any holder or owner of the Bonds, or anyone acting in their behalf, to be fully informed as to all matters pertaining to the construction of the Project and application of funds therefor or for the payment of Bonds during such year. A certified copy of said statement shall be filed with the County Clerk and the Clerk of the Local Unit and a copy shall also be sent to the manager or managers of the account purchasing the bonds.

(c) To the extent permitted by law, the County will take or abstain from taking all actions required or prohibited by the federal Internal Revenue Code and regulations thereunder as may be necessary to permit the interest on the Bonds to be (or continue to be) excluded from gross income for federal income tax purposes.

Section 17. The County Clerk and the Chairman of the Board of Commissioners are hereby authorized to execute and deliver the Purchase Contract, Supplemental Agreement and Issuer's Certificate forms of which are attached hereto as Exhibit A, such other documents as may be necessary to the delivery of the Bonds.

Section 18. The Board is hereby designated, for and on behalf of the County, to (a) notify the Michigan Department of Treasury of the County's intent to issue the Bonds described herein, to pay the related fees and to request an order providing an exception for each series of the Bonds from prior approval by the Department of Treasury, or in the alternative secure Treasury approval of the Bonds by means of a full application; (b) with respect to the Series B Bonds, prepare form of notice of sale, fix a date of sale, conduct the sale, and accept the best bid received at such sale; (c) publish such notice of sale in an authorized bond paper, at least seven (7) full days prior to the date fixed for sale; and (d) do all other acts and take all other necessary procedures required to effectuate the sale, issuance and delivery of the Bonds, including, if appropriate, purchase of the credit enhancements, and reducing the amount of bonds sold and/or delivered if the Board determines that the full amount thereof is not necessary to complete the Project.

Section 19. The Series B Bonds are hereby designated as "qualified tax exempt obligations" for purposes of deduction of interest expense by financial institutions under the provisions of the Internal Revenue Code of 1986, as amended.

Section 20. Bond Redemption. The Series B Bonds are subject to redemption prior to maturity at the times and prices and in the manner set forth in this resolution.

Unless waived by any registered owner of Series B Bonds to be redeemed, official notice of redemption shall be given by the transfer agent on behalf of the County. Such notice shall be dated and shall contain at a minimum the following information: original issue date; maturity dates; interest rates; CUSIP numbers, if any; certificate numbers, and in the case of partial redemption, the called amounts of each certificate; the redemption date; the redemption price or premium; the place where Series B Bonds called for redemption are to be surrendered for payment; and that interest on Series B Bonds or portions thereof called for redemption shall cease to accrue from and after the redemption date.

In addition, further notice shall be given by the transfer agent in such manner as may be required or suggested by regulations or market practice at the applicable time, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed herein.

Section 21. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are repealed.

Section 22. This resolution shall become effective immediately upon its passage.

AYES: Members Acciavatti, Keegan, Krajenke, Mechtenberg, Pack,
Pennington, Quain, Danneels, - 8.

NAYS: Members None

RESOLUTION DECLARED ADOPTED.

County Clerk

DATED: July 24, 1991

Reviewed and Approved by:

Robert J. Nickerson
ROBERT J. NICKERSON
COUNTY CORPORATION COUNSEL
301 County Building
Port Huron, MI 48060

Mary Ann Acciavatti
Audrey E. Pack

MILLER, CANFIELD, PADDOCK AND STONE

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, State of Michigan, at a Meeting held on July 24, _____, 1991, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Marion Sargent

County Clerk

MILLER, CANFIELD, PADDOCK AND STONE

DEVP750\21455.1\78011-00-00010

RESOLUTION APPROVING DPW CONTRACT

Village of Capac
County of St. Clair, Michigan

July 1, 1991

Minutes of a Regular Meeting of the Village Council of the Village of Capac, County of St. Clair, Michigan (the "Council"), held in the Village of Capac on the 1st day of July, 1991, at 7:00 o'clock p.m., Eastern Standard Time.

PRESENT: Schwartzkopf, Carden, Kavanagh, Beischer, Stoutenburg,
Clark, McDevitt & Clerk

ABSENT: None

The following preamble and resolution offered by Stoutenburg and supported by Kavanagh:

WHEREAS, the Village of Capac (the "Village") has requested the Board of Public Works of the County of St. Clair to take the necessary steps under the provisions of Act 185, Public Acts of Michigan, 1957, as amended, to acquire, construct and finance certain sewage disposal system improvements to service said Village; and

WHEREAS, the Board of Public Works and the Village have negotiated a contract providing for the acquisition, construction and financing of said project, by the terms of which said contract the Village is obligated to pay the cost thereof to be financed to the County in installments and shares as therein provided, a copy of which said contract is attached to this resolution and incorporated herein by reference; and

WHEREAS, the said improvements as described in said contract are necessary to protect and preserve the public health;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The contract between the County of St. Clair (the "County"), by and through its Board of Public Works, and the Village providing for the acquisition, construction and financing of wastewater and storm water collection sewer system improvements as a part of the Village's existing wastewater collection sewer system established by the County as the Sewage Disposal System No. X is hereby approved, and the President and Clerk are authorized and directed to execute the said contract for and on behalf of the Village.

MILLER, CAMFIELD, PADDOCK AND STONE

2. The total estimated cost of said improvements as submitted by the County and the consulting engineers in the amount not to exceed \$1,550,000 and the cost thereof to be financed in the amount of not to exceed \$1,550,000 are hereby approved.

3. The Village does hereby ratify and confirm its covenant in the aforesaid contract to levy ad valorem taxes against all taxable property within its boundaries to the extent necessary to meet its obligations thereunder, and does further indicate its purpose and intent to make such a levy annually, such levy to be continued as necessary to meet the obligations under the aforesaid contract. Such levy, if necessary, shall be within statutory and constitutional limitations.

4. Said contract shall become binding and effective upon the approval thereof by resolution of the Board of Commissioners of the County of St. Clair and execution thereof by the County of St. Clair by its Board of Public Works.

5. All resolutions and parts of resolutions insofar as the same conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Carden, Kavanagh, Beischer, Stoutenburg, Clark &

McDevitt

NAYS: None

RESOLUTION DECLARED ADOPTED.

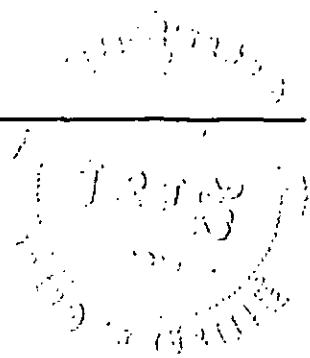


Village Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the Village Council of the Village of Capac, County of St. Clair, Michigan, at a Regular Meeting held on July 1, 1991, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.



Village Clerk



MILLER, CAMFIELD, PADDOCK AND STONE

CONTRACT

Between

VILLAGE OF CAPAC AND COUNTY OF ST. CLAIR

SEWER SEPARATION SYSTEM

This contract, made and entered into this 6th day of May, 19 91, by and between the County of St. Clair, a Michigan County Corporation (hereinafter referred to as the "COUNTY"), by and through its Board of Public Works, party of the first part, and the Village of Capac, a Michigan Municipal Corporation located in the County of St. Clair, Michigan (hereinafter referred to as the "VILLAGE"), party of the second part;

W I T N E S S E T H:

WHEREAS, the VILLAGE on the 18th day of March, 1991 has requested assistance of said COUNTY to establish, construct and finance a sewer separation system to service the VILLAGE under the provisions of Act 185, Public Acts of Michigan, 1957, as amended; and

WHEREAS, on the 10th day of April, the County Board of Commissioners, by resolution, established a sewer supply system consisting of the entire VILLAGE known as "St. Clair County Sewer Supply System No. X-Village of Capac"; and

WHEREAS, said resolution also authorized and directed the Board of Public Works of the County to take the necessary steps relative to the acquisition, construction and financing thereof; and

WHEREAS, it is necessary for said Board of Public Works to contract relative to the engaging of consultants and payment of costs for the project;

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The St. Clair County Board of Public Works is hereby authorized to employ Professional Engineers, a Financial Consultant and a Bonding Attorney for the aforesaid project;

into contracts with the aforesaid consultants for the purpose of securing all necessary studies, reports, plans, specifications, cost estimates and other engineering, legal and financial data in connection with the establishment, construction and financing of the aforesaid project, and is further authorized to take any and all other required actions to initiate steps for such acquisition, construction and financing.

3. It is understood and agreed by the parties hereto that the VILLAGE costs resulting from such employment, securing of data and other actions as incurred by the COUNTY, shall be billed quarterly to the VILLAGE for payment by the VILLAGE. The VILLAGE shall also be responsible for and shall pay quarterly all reasonable expenses of COUNTY personnel incurred in connection with COUNTY participation in and administration of the project, including but not limited to, any legal fees or costs resulting from litigation concerning the project which may involve the COUNTY. The VILLAGE shall deposit with the COUNTY \$5,000.00 at the time service begins to provide funds so that the COUNTY may operate during the billing period, thus relieving the COUNTY of financially carrying the expenses of the project during the billing period.

4. The parties therefore agree that it is contemplated the total consultant fees and all the costs in connection with the project shall be paid from the proceeds of sale of COUNTY bonds to be issued through St. Clair County Board of Public Works under the provisions of Act 185, Public Acts of Michigan, 1957, as amended, such bonds in turn to be payable primarily from payments by the VILLAGE under a contract to be entered into between the VILLAGE and the COUNTY. Upon receipt of the proceeds of the sale of such bonds, the VILLAGE shall be entitled to prompt reimbursement for any payments made hereunder to meet consultant fees and the COUNTY incurred costs. If the project is terminated for any reason and upon full payment by the VILLAGE, the COUNTY will deliver to the VILLAGE all engineering plans and specifications for the project, and the VILLAGE shall then become the owner thereof.

5. This contract is made pursuant to the provisions of the aforesaid Act 185, and the VILLAGE does hereby recognize and acknowledge various rights and remedies of the COUNTY thereunder to enforce payment of the aforesaid costs and expenses including the authority under Section 17 thereof to attach sales tax funds and other funds returned from the State of Michigan to the VILLAGE, in such amount as may be needed to make the COUNTY whole for any loss suffered because of default by the VILLAGE hereunder.

In the event th VILLAGE shall fail for any reason to pay to the COUNTY at the times specified the amounts required to be paid the provisions of this contract, the COUNTY shall immediately give notification of such default and the amount thereof, in writing, to the VILLAGE Treasurer, the Treasurer of the County of St. Clair and such other official or officials charged under the law with disbursement to the VILLAGE of such State-returned funds. If such default is not corrected within ten (10) days after such notification, the COUNTY Treasurer and/or such other official or officials are, by these presents, specifically authorized by the VILLAGE to the extent permitted by law to withhold from such State-returned funds the maximum amount necessary to cure said deficit and to pay said sums so withheld to the COUNTY and such sum to be applied on the obligations of the VILLAGE herein set forth. Any such moneys so withheld and paid shall be considered to have been returned to the VILLAGE within the meaning of the Michigan Statutes and the Constitution of 1963, this provision being intended solely as a voluntary pledge and authorization by the VILLAGE of the use of said funds owing to the VILLAGE to meet past due obligations of the VILLAGE due under the provisions of this contract. In addition to the foregoing, the COUNTY shall have all other rights and remedies provided by law to enforce the obligations of the VILLAGE to make its payments in the manner and at the times required by this contract.

6. This contract shall become effective upon approval by the Village Council of the Village of Capac, by the Board of Public Works of the County and by the Board of County Commissioners of the County, and when duly executed by the President and Clerk of the Village of Capac and by the Chairman and Secretary of the Board of Public Works for and on behalf of the COUNTY. This contract may be executed in several counterparts.

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

Carl C. Kitamura
Sandra J. Bellinger

COUNTY OF ST. CLAIR
By its Board of Public Works

Maurice Foley
Maurice Foley, Chairman
Walter M. Street
Walter Street, Secretary

Candy B. Bronckowiak
Sharon L. Reintzer

VILLAGE OF CAPAC

Gerald Schwartzkopf
Gerald Schwartzkopf, President
Carl T. Lang
Carl Lang, Clerk

RESOLUTION OF BOARD OF PUBLIC WORKS APPROVING
DPW CONTRACT AND BOND RESOLUTION

Village of Capac
County of St. Clair, Michigan

Minutes of a Rescheduled Meeting of the Board of Public Works of the County of St. Clair, Michigan, held in said County on the 16 day of July, 1991, at 7:00 o'clock p.m., Eastern Standard Time.

PRESENT: Commissioner Carl McCormick, Commissioner Walter Street

ABSENT: Commissioner Maurice Foley

The following preamble and resolution offered by Street and supported by McCormick :

WHEREAS, a contract (the "Contract") providing for the acquisition, construction, operation and financing of sewage disposal system improvements (the "Project") has been negotiated with the Village of Capac (the "Village") and presented to this Board for its approval, a copy of which Contract is attached to this resolution and made a part hereof; and

WHEREAS, the Contract has been duly approved by resolution of the legislative body of the Village and duly executed on its behalf.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The contract between the County of St. Clair, by and through its Board of Public Works, and the Village providing for the acquisition, construction, operation and financing of the Project and the bond resolution in connection therewith are hereby approved, and the Chairman of this Board is authorized and directed to transmit such approval to the County Board of Commissioners with the recommendation of this Board that the Contract and bond resolution be approved and adopted for and on behalf of the County.

2. The Chairman and Secretary of this Board are authorized and directed to execute the Contract for and on behalf of the County subject to approval and adoption thereof by the Board of Commissioners.

3. The Director of the Board of Public Works is hereby authorized to make application to the Michigan Municipal Bond Authority (the "Authority") pursuant to the procedures and rules established by the Authority for financial assistance under the Michigan Water Pollution Control Revolving Loan Fund Program.

STOCK AND STONE

4. The Contract will become effective and binding in accordance with its terms upon execution and final approval and ratification thereof by the County Board of Commissioners, such final approval and ratification to be given by adoption by said Board of Commissioners of a resolution authorizing the issuance of bonds of the County pursuant to said Contract.

5. All resolutions and parts of resolutions insofar as the same conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: McCormick, Street

NAYS: _____

ABSENT: Foley
RESOLUTION DECLARED ADOPTED.

Sandra Bellinger
Acting Secretary, Board of Public Works

WILSON, BENTLEY, BUCK AND STONE

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Public Works of the County of St. Clair, State of Michigan, at a Meeting held on July 16, 1991, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Acting Sandra Bellinger
Secretary, Board of Public Works

DEAF75078300.1\14082-00-00005

ST. CLAIR COUNTY SEWAGE DISPOSAL SYSTEM NO. X
(VILLAGE OF CAPAC) BONDS, SERIES 1991-A
AND

ST. CLAIR COUNTY SEWAGE DISPOSAL SYSTEM NO. X
(VILLAGE OF CAPAC) BONDS, SERIES 1991-B

CONTRACT

THIS CONTRACT, made and entered into this 16 day of April, 1991, by and between the COUNTY OF ST. CLAIR, a Michigan county corporation (the "COUNTY"), by and through its Board of Public Works, and the VILLAGE OF CAPAC, a Michigan public corporation located in the COUNTY (the "LOCAL UNIT"),

WITNESSETH:

WHEREAS, it is necessary for the public health and welfare of the present and future residents of the LOCAL UNIT that sewage disposal system improvements (the "Project") be constructed to meet the present and future requirements of the LOCAL UNIT; and

WHEREAS, the COUNTY, under the provisions of Act 185, Public Acts of Michigan, 1957, as amended (the "Act"), has established a Department of Public Works for the administration of the powers conferred upon the COUNTY by the Act, which Department is under the immediate control of the Board of Public Works (the "Board") and under the general control of the Board of Commissioners of the COUNTY; and

WHEREAS, the Act authorizes a county to acquire sewage disposal systems as defined in said Act, and to improve, enlarge, extend and operate such systems; and

WHEREAS, by the terms of the Act the COUNTY and the LOCAL UNIT are authorized to enter into a contract for the acquisition and financing of the wastewater and storm water collection sewer system improvements as a part of the Local Unit's existing wastewater collection sewer system (the "Project") and the payment of the cost thereof by the LOCAL UNIT, with interest, over a period of not exceeding forty (40) years, and the COUNTY is then authorized, pursuant to appropriate action by its Board of Commissioners, to issue bonds of the COUNTY to provide the funds necessary therefor, secured primarily by the full faith and credit contractual obligations of the LOCAL UNIT and secondarily by the full faith and credit pledge of the COUNTY if duly authorized by appropriate resolution of its Board of Commissioners; and

WHEREAS, the Act provides the most practicable and economic method and means for acquiring and financing the Project so vitally necessary for the public health and welfare of the residents of the COUNTY residing in the LOCAL UNIT to be served, and financing under

the Act is expected to result in the lowest cost for the money necessary to be borrowed for such purpose; and

WHEREAS, plans and an estimate of cost for the Project have been prepared by McNamee, Porter & Seeley, Inc., consulting engineers of Ann Arbor, Michigan (the "Engineers"), which said estimate of cost totals an amount not exceeding \$1,550,000; and

WHEREAS, in order to issue bonds of the COUNTY in two series to provide funds in the amount not to exceed the aggregate principal amount of \$1,550,000 to pay said cost, it is necessary for the COUNTY and the LOCAL UNIT to enter into a contract, as provided in the Act; and

WHEREAS, it is also necessary for the COUNTY and the LOCAL UNIT to contract relative to the operation and maintenance of the Project;

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

1. The COUNTY and the LOCAL UNIT approve the acquisition and construction of the Project as a part of the Village's existing sewage disposal system established by the County as Sewage Disposal System No. X (the "System") under the provisions of the Act, the Project consisting generally of removing all catch basins and yard inlets connected to the sanitary system and constructing new storm sewer lines to collect storm water flow in the LOCAL UNIT, together with all necessary and related rights in land, appurtenances and attachments reasonably necessary therefor, the Project and the area to be served thereby being more specifically set out in the plans for the Project prepared by the Engineers and referred to in the preamble hereto.

2. The LOCAL UNIT hereby consents to the use by the COUNTY of the public streets, alleys, lands and rights-of-way in the LOCAL UNIT for the purpose of constructing, operating and maintaining the Project and any improvements, enlargements and extensions thereto.

3. The Project is designed to serve the LOCAL UNIT and the users of the System and is immediately necessary to protect and preserve the public health, and the LOCAL UNIT does, by these presents, consent to the furnishing of sewage disposal service, as provided in Section 7 hereof, to the individual users of the LOCAL UNIT. Both parties specifically agree, however, that the COUNTY shall not have the right to take over operation of the Project and serve individual customers directly, the COUNTY being limited to other remedies prescribed in this contract in the event of any default hereunder by the LOCAL UNIT.

4. The Board and the LOCAL UNIT hereby approve and confirm the plans for the Project prepared by the Engineers and the estimated cost thereof in the sum of \$1,550,000. Said estimated cost includes all surveys, plans, specifications, acquisition of

property for rights-of-way, physical construction necessary to acquire and construct the Project, the acquisition of all materials, machinery and necessary equipment, and engineering, engineering supervision, administrative, legal and financing expenses necessary in connection with the acquisition and construction of the Project and the financing thereof, including bond discount, if any.

5. The Board will acquire and construct the Project, and for that purpose will cause bids to be taken for the acquisition and construction thereof prior to the time that any bonds are issued for the purpose of financing costs thereof. The Board shall in no event enter into any final contract or contracts for the acquisition and construction of the Project if such contract price or prices will be such as to cause the actual cost of the Project to the LOCAL UNIT to exceed the installment obligations approved in Section 9 of this contract, unless the LOCAL UNIT, by resolution of its legislative body, (a) approves said increased cost and (b) agrees to pay said increased amount, either in cash or by specifically authorizing the maximum principal amount of bonds to be issued, as provided in Sections 8 and 9 of this contract, to be increased to an amount which will provide sufficient funds to meet said increased cost and a similar increase in the installment obligations of the LOCAL UNIT pledged under the terms of this contract to the payment of such bonds.

6. The Project shall be acquired by the Board in accordance with the plans and specifications therefor approved by this contract; provided, however, that variations from said plans and specifications may be made without the approval of the LOCAL UNIT if such variation shall not materially affect such plans and specifications. All matters relating to engineering plans and specifications, together with the making and letting of final contracts for acquisition of the Project, the approval of work and materials thereunder, and construction supervision, shall be in the exclusive control of the Board. Any acquisition of rights-of-way shall be done by the LOCAL UNIT, title to be in the COUNTY's name, but the cost of such acquisition shall be paid from the proceeds of sale of the bonds.

7. While the bonds remain outstanding, the County shall be the owner of the Project as a part of the System. The Project shall be integrated with the existing System and responsibility for the operation, maintenance and administration of the Project as a part of that System shall be controlled by the LOCAL UNIT.

8. To provide for the construction and financing of the Project in accordance with the provisions the Act, the Board shall take the following steps:

(a) The Board will submit to the Board of Commissioners of the COUNTY a resolution providing for the issuance of bonds in two series and in the aggregate principal amount not to exceed One Million Five Hundred Fifty Thousand

Dollars (\$1,550,000), except as authorized pursuant to Section 5 of this contract, to finance the cost of the Project. One series of bonds shall be designated St. Clair County Sewage Disposal System No. X (Village of Capac) Bonds, Series 1991-A (the "Series A Bonds") and shall be sold to the Michigan Municipal Bond Authority (the "Authority") in accordance with the Purchase Contract (the "Purchase Contract") between the County and the Authority, shall mature as authorized by law and as described in the Purchase Contract. The other series of bonds shall be designated St. Clair County Sewage Disposal System No. X (Village of Capac) Bonds, Series 1991-B (the "Series B Bonds" together with the Series A Bonds, the "Bonds") and shall be sold at a public sale and mature as authorized by law and the bond authorizing resolution adopted by the County. The respective principal amounts of each series of Bonds shall be as specified in the resolution authorizing the Bonds. The Bonds shall be secured primarily by the contractual obligations of the LOCAL UNIT to pay the annual installments due, plus interest, as hereinafter provided in this contract, and secondarily, if approved by a three-fifths (3/5) majority of the members of the Board of Commissioners, by the full faith and credit of the COUNTY. After due adoption of the resolution, the Board will take all steps necessary to effectuate the sale and delivery of the Bonds.

(b) The Board shall take all steps necessary to take bids for and enter into and execute final construction contracts for the acquisition and construction of the Project as specified and approved in this contract, in accordance with the plans and specifications therefor as approved by this contract. Said contract shall specify a completion date agreeable to the LOCAL UNIT.

(c) The Board will require and procure from the contractor or contractors undertaking the actual construction and acquisition of the Project necessary and proper bonds to guarantee the performance of the contract or contracts and such labor and material bonds as may be required by law, in such amount and such form as may be approved by the Board.

(d) The Board upon receipt of the proceeds of sale of the Bonds will comply with all provisions and requirements provided for in the resolution authorizing the issuance of the Bonds and this contract relative to the disposition and use of the proceeds of sale of the Bonds.

(e) The COUNTY may temporarily invest any Bond proceeds or other funds held by it for the benefit of the LOCAL UNIT as permitted by law, and investment income shall accrue to and follow the fund producing such income.

Neither the COUNTY nor the LOCAL UNIT shall invest, reinvest, or accumulate any moneys deemed to be proceeds of the Bonds pursuant to applicable federal law and regulations, in such a manner as to cause the Bonds to be "Arbitrage Bonds" within the meaning of said law and regulations.

9. The cost of the Project to be financed by the issuance of the aforesaid Bonds shall be charged to and paid by the LOCAL UNIT to the Board in the manner and at the times herein set forth. The principal amount thereof (\$1,550,000) shall be paid to the Board in annual principal installments, plus interest and other expenses as set forth in the Purchase Contract and in the resolution authorizing the Bonds.

It is understood and agreed that the Bonds of the COUNTY hereinbefore referred to will be issued in anticipation of the above contractual obligation, with principal maturities on October 1st each year, commencing with the year 1992, corresponding to the principal amount of the above installments, and the LOCAL UNIT shall also pay to the Board in addition to said principal installments, on September 1st and March 1st of each year, commencing March 1, 1992, as accrued interest on the principal amount remaining unpaid, an amount sufficient to pay all interest due on the next succeeding interest payment date (October 1st and April 1st, respectively) on said COUNTY bonds from time to time outstanding. From time to time as the Board is billed by the paying agent for the bonds to be issued for its services as paying/transfer agent/registrar for the bonds, and as other costs and expenses accrue to the Board from handling of the payments made by the LOCAL UNIT, or from other actions taken in connection with the Project, the Board shall promptly notify the LOCAL UNIT of the amount of such paying agent fees and other costs and expenses, and the LOCAL UNIT shall promptly remit to the Board sufficient funds to meet such fees and other costs and expenses.

The Board shall be authorized to adjust the maturities on the bonds, as may be required by the Authority pursuant to Act No. 227 Public Acts of Michigan, 1985, as amended, Act No. 202 Public Acts of Michigan 1943, as amended and other applicable statutory provisions. In addition, the Bonds shall bear an original issue date, be payable in the amounts and on the dates, bear interest at the rates, be subject to redemption and otherwise be in such form as shall be required by the Purchase Contract for the Series A Bonds, and as in the sale or award resolution for the Series B Bonds. Upon receipt thereof from the Authority or otherwise the Board shall supply to the Local Unit documentation specifying the schedule of bond payments and payments made pursuant to this Section 9.

Should cash payments be required from the LOCAL UNIT in addition to the amounts specified in the preceding paragraph to meet costs of constructing the Project, the LOCAL UNIT shall, upon written request by the Board, furnish to the Board written evidence

of its agreement and ability to make such additional cash payments, and the Board may elect not to proceed with the acquisition or financing of the Project until such written evidence satisfactory to the Board, has been received by it. The LOCAL UNIT shall pay to the Board such additional cash payments within thirty (30) days after written request for such payment has been delivered by the Board to the LOCAL UNIT.

The Board shall, within thirty (30) days after the delivery of the COUNTY bonds hereinbefore referred to, furnish the LOCAL UNIT with a complete schedule of maturities of principal and interest thereon, and the Board shall also, at least thirty (30) days prior to each principal and/or interest installment due date, advise the LOCAL UNIT, in writing, of the exact amount of principal and/or interest due on the COUNTY bonds on the next succeeding bond principal and/or interest due date, and payable by the LOCAL UNIT on the first day of the month immediately preceding, as hereinbefore provided. Failure of the Board to notify the LOCAL UNIT of any such payment shall not relieve the LOCAL UNIT of the obligation to make such payment.

If any principal installment or interest is not paid when due, the amount not so paid shall be subject to a penalty, in addition to interest, of one percent (1%) thereof for each month or fraction thereof that the same remains unpaid after the due date.

10. The LOCAL UNIT, pursuant to authorization of Section 12 of the Act, hereby irrevocably pledges its full faith and credit for the prompt and timely payment of its obligations pledged for bond payments as expressed in this contract. Pursuant to such pledge, if other funds are not available, the LOCAL UNIT shall be required to pay such amounts from any of its general funds as a first budget obligation and shall each year levy an ad valorem tax on all the taxable property in the LOCAL UNIT in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay such obligations under this contract becoming due before the time of the following year's tax collections, such annual levy. Pursuant to an election held on May 7, 1991, the Village is authorized to levy taxes without limitation as to rate or amount for the payment of its obligations pledged for bond payments expressed in this contract. The foregoing commitments of the LOCAL UNIT are expressly recognized as being for the purpose of providing funds to meet the contractual obligations of the LOCAL UNIT in anticipation of which the COUNTY bonds hereinbefore referred to are issued. Nothing herein contained shall be construed to prevent the LOCAL UNIT from using any, or any combination of, the means and methods provided in paragraph 2, Section 12 of the Act for the purpose of providing funds to meet its obligations under this contract, and if at the time of making the annual tax levy there shall be other funds on hand earmarked and set aside for the payment of the contractual obligation due prior to the next tax collection period, then such annual tax levy may be reduced by such amount.

11. The LOCAL UNIT may pay in advance any of the payments required to be made by this contract, in which event the Board shall credit the LOCAL UNIT with such advance payment on future-due payments to the extent of such advance payment, or use such advances to call bonds, without credit.

12. In the event the LOCAL UNIT shall fail for any reason to pay to the Board at the times specified the amounts required to be paid by the provisions of this contract, the Board shall immediately give notice of such default and the amount thereof, in writing, to the LOCAL UNIT Treasurer, the Treasurer of the COUNTY, the Treasurer of the State of Michigan, and such other officials charged with disbursement to the LOCAL UNIT of funds returned by the State and now or hereafter under the Act available for pledge as provided in this paragraph and in Section 17 of the Act, and if such default is not corrected within ten (10) days after such notification, the State Treasurer, or other appropriate official charged with disbursement to the LOCAL UNIT of the aforesaid funds, is, by these presents, specifically authorized by the LOCAL UNIT, to the extent permitted by law, to withhold from the aforesaid funds the maximum amount necessary, subject to prior lien of the Authority to cure said deficit and to pay said sums so withheld to the Board, to apply on the obligations of the LOCAL UNIT as herein set forth. Any such moneys so withheld and paid shall be considered to have been paid to the LOCAL UNIT within the meaning of the Michigan Constitution and statutes, the purpose of this provision being to voluntarily pledge and authorize the use of said funds owing to the LOCAL UNIT to meet any past-due obligations of the LOCAL UNIT due under the provisions of this contract. In addition to the foregoing, the Board shall have all other rights and remedies provided by law to enforce the obligations of the LOCAL UNIT to make its payments in the manner and at the times required by this contract, including the right of the COUNTY to direct the LOCAL UNIT to make a tax levy or rate increase to reimburse the COUNTY for any funds advanced. The LOCAL UNIT will not take any action to reduce the right of the COUNTY to receive the aforesaid state-returned moneys in the event of default.

13. It is specifically recognized by the LOCAL UNIT that the debt service payments required to be made by it pursuant to the terms of Section 9 of this contract are to be pledged for and used to pay the principal of and interest on the Bonds to be issued by the COUNTY, as provided by this contract and authorized by law, and the LOCAL UNIT covenants and agrees that it will make all required payments to the Board or to the Authority's Depository on behalf of the Board promptly and at the times specified herein without regard to whether the Project is actually completed or placed in operation.

14. If after construction bids are let the proceeds of the sale of the bonds to be issued by the COUNTY are for any reason insufficient to complete the Project, the COUNTY shall be automatically authorized to issue additional bonds in an aggregate principal amount sufficient to complete the Project, and the annual

payments required to be made by the LOCAL UNIT shall also be increased in an amount so that the total payments required to be made as increased will be sufficient to meet the annual principal and interest requirements on the bonds herein authorized, plus the additional bonds to be issued. Any such additional bonds shall in all respects comply with the requirements of the Act, and any increases in the annual payments shall be made in the manner and at the times specified in this contract. In lieu of said additional bonds, the LOCAL UNIT may pay over to the Board in cash sufficient money to complete the Project.

15. After completion of the Project and payment of all costs thereof, any surplus remaining from the proceeds of sale of the Bonds shall be used by the Board for either of the following purposes, at the option of and upon request made by resolution of the LOCAL UNIT, to wit: (a) for additional sewage disposal improvements to the System, or (b) for credit by the Board toward the next payments due the Board by the LOCAL UNIT hereunder.

16. The obligations and undertakings of each of the parties to this contract shall be conditioned on the successful issuance and sale of both series of bonds pursuant to the Act, and if for any reason whatsoever said bonds are not issued and sold within three (3) years from the date of this contract, this contract, except for payment of preliminary expenses and ownership of engineering data, shall be considered void and of no force and effect. In the event that said bonds are not issued and sold, all preliminary legal and engineering costs shall be paid by the LOCAL UNIT, and the LOCAL UNIT shall have ownership, possession and use of all plans and specifications, surveys and other engineering data and materials prepared.

17. The Board and the LOCAL UNIT each recognize that the Authority and the holders from time to time of the bonds issued by the COUNTY under the provisions of the Act to finance costs of the Project will have contractual rights in this contract, and it is therefore covenanted and agreed by each of them that so long as any of said bonds shall remain outstanding and unpaid, the provisions of this contract shall not be subject to any alteration or revision which would in any manner materially affect either the security of the bonds or the prompt payment of principal or interest thereon. The LOCAL UNIT and the Board further covenant and agree that they will each comply with their respective duties and obligations under the terms of this contract promptly at the times and in manner herein set forth, and will not suffer to be done any act which would in any way impair the said bonds, the security therefor, the tax exempt status thereof or the prompt payment of principal and interest thereon. It is hereby declared that the terms of this contract, insofar as they pertain to the security of any such bonds, shall be deemed to be for the benefit of the holders of said bonds.

18. This contract shall remain in full force and effect for a period of forty (40) years from the date hereof, or until such

time as all bonds issued by the COUNTY to finance the Project are paid in full. At such time within said forty-year term as all of said bonds are paid, this contract shall be terminated and ownership of the Project shall revert to the LOCAL UNIT, unless at that time there are other COUNTY bonds outstanding relative to the System or there are other contractual arrangements between the LOCAL UNIT and COUNTY. In any event, the obligations of the LOCAL UNIT to make payments required by Section 9 of this contract shall be terminated at such time as all of said bonds are paid in full, together with any deficiency or penalty thereon.

19. The parties hereto hereby expressly agree that the COUNTY shall not be liable for and the LOCAL UNIT shall pay, indemnify and save the COUNTY harmless of, from and against all liability of any nature whatever regardless of the nature in which such liability may arise, for any and all claims, actions, demands, expenses, damages, and losses of every conceivable kind, whatsoever (including, but not limited to, liability for injuries to or death of persons and damages to or loss of property) asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with ownership, acquisition, construction, operation, maintenance and repair of the Project, this contract, or the issuance, sale and delivery of the Bonds herein described. It is the intent of the parties that the COUNTY be held harmless by the LOCAL UNIT from liability for such claim, actions, demands, expenses, damages and losses, however caused or however arising including, but not limited to, to the extent prohibited by law, such claims, actions, demands, expenses, damages and losses even though caused, occasioned or contributed to by negligence, sole or concurrent, of the COUNTY or by negligence for which the COUNTY may be held liable. In any action or proceeding brought about by reason of any such claim or demand, the LOCAL UNIT will also pay, indemnify and save the COUNTY harmless from and against, all costs, reasonable attorneys' fees, and disbursements of any kind or nature incidental to or incurred in said defense, and will likewise pay all sums required to be paid by reason of said claims, demands or any of them, in the event it is determined that there is any liability on the part of the COUNTY. Upon the entry of any final judgment by a court of competent jurisdiction or a final award by an arbitration panel against the COUNTY on any claim, action, demand, expense, damage or loss contemplated by this Section and notwithstanding that the COUNTY has not paid the same, the LOCAL UNIT shall be obligated to pay to the COUNTY upon written demand therefor, the amount thereof not more than sixty (60) days after such demand is made. In the event that any action or proceeding is brought against the COUNTY by reason of any such claims or demands, whether said claims or demands are groundless or not, the LOCAL UNIT shall upon written notice and demand from the COUNTY, resist and defend such action or proceeding in behalf of the COUNTY but will not settle any such action in the proceeding without written consent of the COUNTY. Notwithstanding the foregoing, nothing contained in this Section shall be construed to indemnify or release the COUNTY against or from any liability which it would otherwise have arising

from the wrongful or negligent actions or failure to act on the part of the COUNTY'S employees, agents or representatives with respect to matters not related to the ownership, acquisition, construction, operation, maintenance or repair of the Project, this contract or the issuance, sale or delivery of the bonds herein described.

The COUNTY will require or procure from the contractor or contractors undertaking the actual construction of the Project insurance protecting both the LOCAL UNIT and the COUNTY (including the Board) from liability in connection with such construction. The cost of such insurance shall be considered to be a part of the cost of the Project.

20. This contract shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

21. This contract shall become effective upon approval by the legislative body of the LOCAL UNIT, by the Board of Public Works of the COUNTY and by the Board of Commissioners of the COUNTY, and when duly executed by the Chief Executive Officer and Clerk of the LOCAL UNIT and by the Chairman and Secretary of the Board of Public Works for and on behalf of the COUNTY. This contract may be executed in several counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date and year first above written.

COUNTY OF ST. CLAIR
By the Board of Public Works

By Carl M. Combs
Chairman

By Janet C. Kitamura
Secretary

VILLAGE OF CAPAC

By [Signature]
President

By Carl D. Loy
Village Clerk

MILLER, CANFIELD, PADDOCK AND STONE

RESOLUTION 91-19

AUTHORIZING SETTLEMENT AGREEMENT FOR
LITIGATION OF CLAIMS FROM CETA PROGRAM

WHEREAS, the County of St. Clair from the years 1973 through 1983 was a participant in the United States Comprehensive Employment and Training Act (CETA), a Federally funded jobs training program administered by five hundred and forty-one units across the United States, most commonly municipalities such as counties and cities, and

WHEREAS, pursuant to this program approximately Sixty-four Million Dollars (\$64,000,000) was received and administered by the County and distributed to other sub-grantees within the County, and

WHEREAS, the administration and distribution of these funds were subject to changing and complex Federal regulations, and

WHEREAS, commencing in 1981 the CETA program nationally became the subject of a number of audits, and

WHEREAS, the audits in St. Clair County resulted in disallowed and questioned costs totalling approximately Thirty-five Million Dollars (\$35,000,000), and

WHEREAS, pursuant to these findings the United States Department of Labor demanded repayment of these funds notwithstanding that there was no allegation of criminal wrongdoing such as misappropriation of funds, or misfeasance such as misapplication of funds, but rather mere technical noncompliance with Federal regulations, and

WHEREAS, these demands were resisted by contesting them in administrative hearings before administrative law judges of the United States Department of Labor, meetings with officials from the regional office of the Department of Labor and with elected Federal officials (i.e. U.S. senators and congressman), and

WHEREAS, as a result of the aforesated, the demand was reduced to approximately one million one hundred thousand dollars (\$1,100,000), and

WHEREAS, in the latter 1980's the United States government initiated a strong policy of collection on any purported outstanding debts and as a result actual collection actions were filed in the Federal courts and the County has been the subject of these lawsuits, two of which are presently pending, and

WHEREAS, a tentative agreement has been reached between the County and the United States Government the general terms of which are that the County would repay Six Hundred Ninety-three Thousand Three Hundred Sixty-three Dollars (\$693,363) payable over three years in quarterly installments, without interest, and in return the United States Government would fully and forever discharge St. Clair County from any and all present and past claims, including interest and attorney fees, arising out of the CETA program,

WHEREAS, The County is desirous of bringing this matter to a final resolution thereby exonerating itself from a liability which it has been subjugated to for the past ten years.

NOW, THEREFORE, BE IT RESOLVED that the County Administrator/Controller is hereby authorized to sign and execute a settlement agreement consistent with the above stated terms.

Signed,

Mary Ann Acciaerath
Robert W. Dean
Michael W. Pennington

DATED: June 26, 1991

Drafted by:

Robert Nickerson
Robert Nickerson, Corporation
Counsel

RESOLUTION 91-18

CONFIRMING ROAD COMMISSION
CONTRACT WITH CERTIFIED PUBLIC ACCOUNTANTS

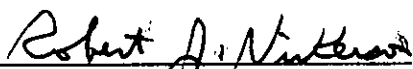
WHEREAS, under date of May 7, 1991, pursuant to the provisions of Section 27 of Act 283 of 1909, being MCLA 221.20, MSA 9.21 et seq., commonly known as the General Highway Law, the St. Clair County Road Commission resolved to contract with the certified public accountant firm of Yeo & Yeo, P.C., for the purpose of auditing the books of the St. Clair County Road Commission, the St. Clair County Department of Public Works, and the St. Clair County Airport Commission, for the years ending December 31, 1991, 1992 and 1993, copies of said resolution and contract be attached hereto and made a part hereof, by reference, and


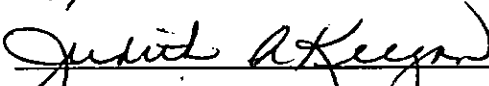
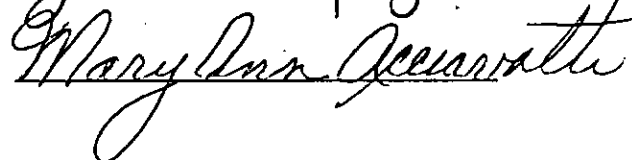
WHEREAS, the statute above referred to requires that: 1) the contract so made must be confirmed by the County Board of Commissioners, and 2) such audit shall become a public record, and; 3) copies of such audit shall be sent to the County Commission, the County Treasurer and the State Treasurer, and 4) the cost of such audit be paid by the County Road Commission.

NOW, THEREFORE, BE IT RESOLVED, that the Resolution of the St. the St. Clair County Road Commission adopted May 7, 1991, authorizing the contract for the audit of the Road Commission by the firm of Yeo & Yeo, P.C. may be, and the same is hereby affirmed, and the Road Commission is requested to have the firm of Yeo & Yeo, P.C. transmit a copy of the said audit to this Board, to the County Treasurer, and to the State Treasurer as required by law.

DATED May 22, 1991

Reviewed and Approved by:


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

ST. CLAIR COUNTY, MICHIGAN

AUDIT CONTRACT

Yeo & Yeo, P.C., Certified Public Accountants, registered to practice in the State of Michigan (hereinafter referred to as Certified Public Accountant), and the Board of County Road Commissioners, Airport Commission, and the Board of Public Works of the County of St. Clair, State of Michigan, contract on this _____ day of _____, 1991, as follows:

1. For the years ending December 31, 1991, December 31, 1992, and December 31, 1993, the Certified Public Accountant shall conduct an examination of the financial records, accounts, and procedures of the following funds and operations of the:

St. Clair County Road Commission
St. Clair County International Airport
St. Clair County Department of Public Works

2. The Certified Public Accountant's examination shall meet the requirements of the Bulletin for Audits of County Road Commissions in Michigan, Act 2, PA 1968, and the revised Bulletin for Audits of Government in Michigan dated April 1979, which are available from the State Treasurer.

3. The Certified Public Accountant's examination shall also be made in accordance with generally accepted auditing standards for the purpose of expressing an appropriate opinion on his examination of the financial statements.

4. The audit will be completed no later than ninety (90) days after the close of the Road Commission's fiscal year and the audit reports and management letter (report on internal accounting controls) will be submitted no later than one-hundred and twenty (120) days after the close of the Road Commission's fiscal year.

5. The Road Commission's accounting department shall have completed and balanced all accounts and have prepared financial statements and schedules of all funds and operations to be examined by the Certified Public Accountant, and shall provide the Certified Public Accountant with space deemed adequate by the Certified Public Accountant for the efficient conduct of the examination. The Road Commission's accounting department shall provide the Certified Public Accountant, for his use and retention, with copies of these financial statements and trial balances for the various funds and operations in a form accepted to the Certified Public Accountant.

6. The Commissioners agree that the working papers of the Certified Public Accountant will be made available to the authorized representative of the State Treasurer upon formal request by the State Treasurer or his deputy.

7. The Certified Public Accountant is authorized to immediately disclose any and all findings of suspected fraud and/or embezzlement to the Deputy State Treasurer in charge of the Local Audit Division of the State Department of Treasury although the ordinary examination is not specifically designed to detect fraud or other defalcations.

8. The Certified Public Accountant shall be paid his normal hourly rates in effect at the time of the audit, based on the hours actually worked on the audit, plus out-of-pocket expenses. For the years ending December 31, 1991, December 31, 1992 and December 31, 1993, the price will not exceed:

	Road	Airport	DPW	Total
1991 -	\$ 6,180	\$ 1,362	\$ 5,980	\$ 13,522
1992 -	\$ 6,430	\$ 1,415	\$ 6,220	\$ 14,065
1993 -	\$ 6,690	\$ 1,470	\$ 6,470	\$ 14,630

9. It is understood and agreed that the provisions in the "Request for Proposal for an Annual Audit for 1991 (1992 & 1993)" prepared by the Road Commission and the proposal submitted by the Certified Public Accountant are considered a part of this contract.

Signed: *James Davis CPA*
Yeo & Yeo, P.C.

Signed: *Janet C Kitamura*
St. Clair County Road Commission

Signed: *Janet C Kitamura*
St. Clair County Airport Commission

Signed: *Janet C Kitamura*
St. Clair County Board of Public Works

Confirmed: St. Clair County Board of Commissioners

Date: _____

By: _____

RESOLUTION 91-17

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 7th Day of May, 1991, 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 1991 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 221, 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 1991, 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 7, 1991, and upon which application is made to pay taxes before the first Tuesday of November, pursuant to the provisions of Section 131c and 131e of M.C.L. 211, as amended, to be withheld from said sale as provided in this Section, and

2. That the St. Clair County Treasurer be hereby authorized to act as representative and agent of the Board of Commissioners of St. Clair County to officially advise the Department of Natural Resources of the legal description of land upon which application has been made to pay tax prior to the first Tuesday in November (under the provisions of Sections 131c and 131e) and request that said lands be withheld from sale in accordance with provisions of this Resolution.

3. That all resolutions and parts of resolutions, insofar as the same conflict with the provisions of this Resolution be, and the same are rescinded.

DATED: May 8, 1991

Reviewed and Approved by:

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

Audrey E. Park
Francis L. Krajewski
Mary Alice Tenney

RESOLUTION AUTHORIZING
ST. CLAIR COUNTY
WATER SUPPLY SYSTEM NO. II-A BONDS, SERIES 1991
CLAY TOWNSHIP

A RESOLUTION PROVIDING FOR THE ISSUANCE OF BONDS TO DEFRAY THE COST OF A WATER SUPPLY SYSTEM PROJECT; PROVIDING FOR THE PAYMENT AND SECURITY OF SAID BONDS, AND PROVIDING FOR OTHER MATTERS RELATIVE TO SAID BONDS AND THE SECURITY THEREFOR.

Minutes of a Regular Meeting of the Board of Commissioners of the County of St. Clair, Michigan (the "County"), held in said County on the 24th day of April, 1991, at 7:30 o'clock P.m., Eastern Daylight Time.

PRESENT: Members Commissioners Acciavatti, Danneels, Keegan,

Kraienke, Mechtenberg, Pack, Pennington and Quain

ABSENT: Members None

The following preamble and resolution were offered by Member Kraienke and supported by Member Acciavatti:

WHEREAS, the County, acting by and through its Board of Commissioners and pursuant to the authority conferred upon it by Act 185, Public Acts of Michigan, 1957, as amended (the "Act"), did, by resolution duly adopted by a two-thirds (2/3) vote of the members-elect of said Board of Commissioners, establish a Department of Public Works in and for the County for the administration of the powers conferred upon the County by said Act; and

WHEREAS, pursuant to the authorization of Section 2 of the Act, a Board of Public Works (the "Board") has been appointed and is functioning as the governing body of said Department of Public Works; and

WHEREAS, the County pursuant to the Act has previously established the St. Clair County Water Supply System No. II-A (the "System"); and

WHEREAS, the County, by and through the Board, and the Township of Clay (the "Local Unit") have entered into a contract (the "Contract") for the construction and financing of certain water supply system improvements consisting of extensions to the water system and appurtenances as a part of that System (the "Project"), which Contract is attached hereto and made a part of this resolution; and

WHEREAS, the Contract has been duly approved by resolutions of the Board and the Local Unit legislative body and has been fully executed by the parties thereto; and

WHEREAS, plans, specifications and estimates of cost of the Project have been prepared by Boldt, McLeod and Johnson, Inc., consulting engineers of Port Huron, Michigan, and have been duly approved by the Board; and

WHEREAS, under the provisions of the Contract, the Local Unit has obligated itself to pay the cost of said Project to be financed by the issuance of bonds of the County by paying the installments, plus interest, as specified in Section 9 of the Contract (the "Contractual Payments"), and has further obligated itself to collect sufficient moneys annually for the purpose of meeting the Contractual Payments, subject to statutory and constitutional limitations; and

WHEREAS, the County now proposes to issue its bonds, as authorized by the Act, in anticipation of and secured primarily by the Contractual Payments which the Local Unit has in the Contract obligated itself to provide in such amounts as may be necessary to pay the cost of constructing the Project, and all things necessary to the authorization and issuance of said bonds under the Act having been done, and the County being now empowered and desirous of authorizing the issuance of said bonds; and

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

THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY, AS FOLLOWS:

Section 1. The plans, specifications and estimates of cost for the Project as prepared by the consulting engineers are hereby accepted and approved, and it is hereby determined to be advisable and necessary for the public health of the County to acquire, construct and complete the Project as provided in said plans and specifications.

Section 2. The Contract is hereby ratified, confirmed and approved.

Section 3. The total estimated cost of acquiring and constructing the Project, including payment of incidental expenses as specified in Section 5 of this resolution, in the amount of \$2,222,000 is hereby approved and confirmed.

Section 4. The estimated period of usefulness of the Project is determined to be not less than fifty (50) years.

Section 5. For the purpose of defraying the cost of the Project, including payment of engineering, legal and financial expenses, four months capitalized interest and a bond discount of not to exceed 1½%, there be borrowed the sum of Two Million Two Hundred Thousand Dollars (\$2,200,000), and that in evidence thereof there be issued the bonds of the County in an equivalent aggregate

principal amount, which bonds are sometimes hereinafter referred to in this resolution as the "bonds."

Section 6. The bonds shall be designated ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. II-A BONDS, SERIES 1991 (GENERAL OBLIGATION LIMITED TAX), the principal of and interest thereon to be payable primarily out of the Contractual Payments required to be paid by the Local Unit pursuant to the Contract. Said bonds shall be registered as to principal and interest, be in the denomination of \$5,000 or multiples of \$5,000 up to the amount of a single maturity, numbered consecutively in order of authentication from 1 upwards, dated as of June 1, 1990, callable prior to maturity as hereinafter provided, and shall be payable annually on October 1 as follows:

1991 - payed. Perceone 4-23-91 SB

<u>Year</u>	<u>Principal</u>	<u>Year</u>	<u>Principal</u>
1992	\$ 20,000	2004	\$75,000
1993	115,000	2005	75,000
1994	120,000	2006	80,000
1995	110,000	2007	85,000
1996	110,000	2008	85,000
1997	90,000	2009	85,000
1998	70,000	2010	90,000
1999	70,000	2011	95,000
2000	75,000	2012	95,000
2001	80,000	2013	100,000
2002	75,000	2014	100,000
2003	75,000	2015	110,000
		2016	115,000

MILLER, CAMFIELD, PADDOCK AND STONE

The bonds shall bear interest at a rate or rates determined on sale thereof, not exceeding nine percent (9%) per annum, payable on October 1, 1991, and semiannually thereafter, by check drawn on the transfer agent for the bonds and mailed to the registered owner at the registered address, as shown on the registration books of the County maintained by the transfer agent. Interest shall be payable to the registered owner of record as of the 15th day of the month prior to the payment date for each interest payment. The date of determination of registered owner for purposes of payment of interest as provided in this Section may be changed by the County to conform to market practice in the future. The principal of the bonds shall be payable at the principal office of the transfer agent. The Board is hereby authorized to designate a Michigan bank or trust company to act as transfer agent and to enter into all required contractual arrangements with such designee.

Section 7. The Chairman of the Board of Commissioners and the County Clerk are hereby authorized and directed to execute said bonds by means of their facsimile signatures when issued and sold for and on behalf of the County and to cause to be imprinted thereon a facsimile of the seal of the County. No bond of this series shall be valid until authenticated by an authorized officer of the transfer agent. The bonds shall be delivered to the

transfer agent for authentication and shall then be delivered to the purchaser in accordance with instructions from the Treasurer of the County upon payment of the purchase price for the bonds in accordance with the bid therefor when accepted. Executed blank bonds for registration and issuance to transferees shall simultaneously, and from time to time thereafter as necessary, be delivered to the transfer agent for safekeeping.

Any bond may be transferred upon the books required to be kept pursuant to this Section by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of the bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the transfer agent. Whenever any bond or bonds shall be surrendered for transfer, the transfer agent shall authenticate and deliver a new bond or bonds, of like aggregate principal amount. The transfer agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

Section 8. Said bonds and the interest thereon shall be payable primarily from the Contractual Payments received by the Board on behalf of the County, for the payment of which the Local Unit has in the Contract pledged its full faith and credit pursuant to the provisions of the Act. Pursuant to the provisions of Section 6, Article IX of the Michigan Constitution of 1963, the Local Unit has covenanted and agreed to levy taxes annually to the extent necessary to provide the funds to meet its Contractual Payments when due in anticipation of which the bonds are issued, which taxes shall be subject to statutory and constitutional limitations. All of such Contractual Payments are hereby pledged solely and only for the payment of principal of and interest on the bonds.

Section 9. Pursuant to the authorization provided in the Act, the full faith and credit of the County is hereby pledged for the prompt payment of the principal of and interest on the bonds as the same shall become due. If for any reason there are not sufficient funds on hand from the Contractual Payments to pay the principal of and interest on the bonds when due, upon written notification by the Board to the County Treasurer of the amount of such deficiency, the County Treasurer shall promptly deposit into the debt retirement fund for said bonds the amount of such deficiency out of general funds of the County. If it becomes necessary for the County to so advance any such moneys, it shall be entitled to reimbursement from any surplus from time to time existing in the fund which said principal and interest are primarily liable, or from any other legally available source. The County recognizes and covenants that its full faith and credit pledge hereunder is a first budget obligation, and, to the extent necessary to provide funds to meet such pledge herein provided, it is obligated to levy ad valorem taxes against the taxable property in the County, which taxes, however, shall be subject to statutory and constitutional limitations.

Section 10. It shall be the duty of the Board, after the adoption of this resolution and the sale of the bonds herein authorized, to open a special depository account with a bank or trust company to be designated by the Board to be designated DEBT RETIREMENT FUND - ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. II-A BONDS, SERIES 1991, sometimes referred to as the "debt retirement fund," into which account the Board shall deposit any premium and accrued interest received upon delivery of the bonds four months capitalized interest and all Contractual Payments as received, and into which account any advances made by the County pursuant to Section 9 of this resolution shall be deposited. The moneys from time to time on hand in said debt retirement fund shall be used solely and only for the payment of the principal of and interest on the bonds, or, to the extent of any surplus, to reimburse the County for any advances made pursuant to Section 9 hereof. The County shall have the right to invest moneys in the debt retirement account as provided in the Contract, which investments may be in obligations other than those of the depository bank or trust company only.

MILLER, CANFIELD, PADDOCK AND STONE

Section 11. The operation, maintenance and administration of the System and the acquisition and construction of the Project shall be under the overall jurisdiction and control of the Board as agency of the County, and the provisions in the Contract relative to such operation, maintenance and administration are hereby recognized, approved and confirmed.

Section 12. Said bonds shall be in substantially the following form:

NO. _____
UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF ST. CLAIR
ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. II
BONDS, SERIES 1991
(GENERAL OBLIGATION LIMITED TAX)

<u>Interest Rate</u>	<u>Date of Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	October 1, _____	June 1, 1991	

Registered Owner:

Principal Amount: _____ Dollars

The County of St. Clair, State of Michigan (the "Issuer"), for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America on the Date of Maturity specified above, unless prepaid prior thereto, with interest thereon from the Date of Original Issue or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on October 1, 1991 and semiannually thereafter. Principal of this bond is payable at the principal office of _____, Michigan, or such other transfer agent as the Issuer may hereafter designate by notice mailed to the Registered Owner hereof not less than sixty (60) days prior to any change in transfer agent. Interest on this bond is payable to the Registered Owner of record as of the fifteenth (15th) day of the month preceding the interest payment date as shown on the registration books of the Issuer maintained by the transfer agent, by check or draft mailed to the Registered Owner at the registered address.

The bonds of this issue are payable primarily from the proceeds of contractual payments to be paid by the Township of Clay, located in the County of St. Clair, Michigan, to the Board of Public Works, acting for and on behalf of the Issuer, pursuant to a certain contract dated _____, 1991, between the Issuer and the Township, whereby said Board, on behalf of the Issuer, is to construct water supply system improvements to service said Township, as a part of St. Clair County Water Supply System II-A.

By the provisions of said contract and pursuant to the authorization provided by law, the Township has pledged its full faith and credit for the payment of its contractual payments. The Issuer has irrevocably pledged to the payment of this issue of bonds the total contractual payments, which said total payments are

established in the amount required to pay the principal of and interest on the bonds of this issue when due. As additional security for the payment of the bonds of this issue, the Issuer, pursuant to the provisions of Act 185, Public Acts of Michigan, 1957, as amended, and a three-fifths (3/5) vote of the members-elect of its Board of Commissioners, has pledged its full faith and credit for the prompt payment of the principal of and interest thereon. The full faith and credit pledges of the Township and of the Issuer are limited tax general obligations of each severally, and each is required to pay its respective debt service commitments on the bonds as a first budget obligation from its general funds, including the collection of any ad valorem taxes which each is authorized to levy. However, the ability of each to levy such taxes is subject to statutory and constitutional limitations.

This bond is one of a total authorized issue of bonds of even original issue date, aggregating the principal sum of \$2,200,000, issued pursuant to a resolution duly adopted by the Board of Commissioners of the Issuer on _____, 1991, and under and in full compliance with the Constitution and statutes of the State of Michigan, including specifically Act 185, Public Acts of Michigan, 1957, as amended, for the purposes of paying the cost of constructing water supply system improvements to service said Township. For a complete statement of the funds from which and the conditions under which this bond is payable, and the general covenants and provisions pursuant to which this bond is issued, reference is made to the above described resolution.

Bonds of this issue maturing in the years 1992 to 2001, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds in multiples of \$5,000 of this issue maturing in the years 2002 to 2016, inclusive, shall be subject to redemption prior to maturity, at the option of the Issuer, in such order as the Issuer shall determine, on any interest payment date on or after October 1, 2001, at par and accrued interest to the date fixed for redemption, plus a premium expressed as a percentage of par, as follows:

1.5% of the par value of each bond or portion thereof called for redemption prior to October 1, 2002;

1.0% of the par value of each bond or portion thereof called for redemption on or after October 1, 2002, but prior to October 1, 2003; and

.5% of the par value of each bond or portion thereof called for redemption on or after October 1, 2003, but prior to October 1, 2004.

No premium shall be paid on bonds or portions thereof called for redemption on or after October 1, 2004.

In case less than the full amount of an outstanding bond is called for redemption, the transfer agent, upon presentation of the bond called for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to the registered owners of bonds or portions thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. Bonds so called for redemption shall not bear interest after the date fixed for redemption provided funds are on hand with the Transfer Agent to redeem said bonds.

This bond is transferable only upon the books of the Issuer kept for that purpose at the office of the transfer agent by the Registered Owner hereof in person, or by his attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the transfer agent duly executed by the Registered Owner or his attorney duly authorized in writing, and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolution authorizing the bonds, and upon the payment of the charges, if any, therein prescribed.

It is hereby certified and recited that all acts, conditions and things required by law precedent to and in the issuance of this bond, and the series of which this is one, have been done and performed in regular and due time and form as required by law.

This bond is not valid or obligatory for any purpose until the transfer agent's Certificate of Authentication on this bond has been executed by the transfer agent.

IN WITNESS WHEREOF, the County of St. Clair, State of Michigan, by its Board of Commissioners, has caused this bond to be signed in the name of said County by the facsimile signature of the Chairman of the Board of Commissioners and to be countersigned by the facsimile signature of the County Clerk and a facsimile of the corporate seal of said County to be imprinted hereon, all as of the Date of Original Issue.

DATED: April 24, 1991
Reviewed & Approved by:

Robert J. Nickerson
ROBERT J. NICKERON
Corporation Counsel

COUNTY OF ST. CLAIR

By *William St. Daniels*
Chairman, Board of Commissioners

[SEAL]

County Clerk

MILLER, CANFIELD, PADDOCK AND STONE

[FORM OF TRANSFER AGENT'S
CERTIFICATE OF AUTHENTICATION]

Certificate of Authentication

This bond is one of the bonds described in the within-mentioned resolution.

Transfer Agent

By _____
Authorized Signature

Date of Registration: _____

MILLER, CANFIELD, PADDOCK AND STONE

Section 13. Nothing contained in this resolution or the Contract shall be construed to prevent the County from issuing additional bonds under the provisions of the Act for any of the purposes authorized by the Act, but any such bonds shall in no way have any lien on or be payable out of the Contractual Payments pledged to the payment of the bonds of this authorized issue, except such additional bonds as may be necessary may be issued to complete the Project pursuant to the authorization provided in Section 14 of the Contract.

Section 14. The proceeds of sale of the bonds shall be deposited in a special depository account in a bank to be designated by the Board, said account to be designated "St. Clair County Water Supply System No. II-A Bonds, Series 1991, Construction Fund" (hereinafter referred to as the "construction fund"). The moneys from time to time in such fund shall be used solely and only to pay costs of acquiring and constructing the Project. Any premium, capitalized interest or accrued interest paid at the time of delivery of the bonds shall be deposited into the debt retirement fund established under the provisions of Section 10 of this resolution.

Section 15. The provisions of this resolution, together with the Contract, shall constitute a contract between the County and the holder or holders of the bonds from time to time, and after the issuance of such bonds, no change, variation or alteration of the provisions of this resolution and the Contract may be made which would lessen the security for the bonds. The provisions of this resolution and the Contract shall be enforceable by appropriate proceedings taken by such holder either at law or in equity.

Section 16. The County covenants and agrees with the successive holders of the bonds that so long as any of the bonds remain outstanding and unpaid as to either principal or interest:

(a) The County and the Board, as agency of the County, will punctually perform all of their obligations and duties under this resolution and the Contract, including all collection, segregation and application of the Contractual Payments in the manner required by the provisions of this resolution.

(b) The County and the Board, as the agency of the County, will apply and use the proceeds of the sale of the bonds for the purposes and in the manner required by the Contract and this resolution. The County will maintain and keep proper books of record and account relative to the application of funds for the construction of the Project and the Contractual Payments received pursuant to the Contract or monies advanced by the County. Not later than three (3) months after the end of each year, the Board shall cause to be prepared a statement, in reasonable detail, sworn to by its chief

accounting officer, showing the application of the proceeds of the sale of the bonds, the cash receipts from the Contractual Payments or monies advanced by the County during such year, and the application thereof, and such other information as may be necessary to enable any taxpayer or any holder or owner of the bonds, or anyone acting in their behalf, to be fully informed as to all matters pertaining to the construction of the Project and application of funds therefor or for the payment of bonds during such year. A certified copy of said statement shall be filed with the County Clerk and the Clerk of the Local Unit and a copy shall also be sent to the manager or managers of the account purchasing the bonds.

(c) The County will take or abstain from taking all actions required by the federal Internal Revenue Code and regulations thereunder as may be necessary to retain for the interest on the bonds the exemption from direct federal income taxation, including specifically all actions and abstention from actions as required by the Non-Arbitrage and Tax Compliance Certificate and related documents furnished in connection with the bonds.

Section 17. The Board is hereby designated, for and on behalf of the County, to (a) prepare a form of notice of sale, fix a date of sale, conduct the sale, and accept the best bid received at such sale; (b) publish such notice of sale in an authorized bond paper, at least seven (7) full days prior to the date fixed for sale; and (c) do all other acts and take all other necessary procedures required to effectuate the sale, issuance and delivery of the bonds, including, if appropriate, purchase of credit enhancement, and reducing the amount of bonds sold and/or delivered if the Board determines that the full amount thereof is not necessary to complete the Project.

Section 18. The bonds are hereby designated as "qualified tax exempt obligations" for purposes of deduction of interest expense by financial institutions under the provisions of the Tax Reform Act of 1986.

Section 19. Bond Redemption. The bonds are subject to redemption prior to maturity at the times and prices and in the manner set forth in this resolution.

Unless waived by any registered owner of bonds to be redeemed, official notice of redemption shall be given by the transfer agent on behalf of the County. Such notice shall be dated and shall contain at a minimum the following information: original issue date; maturity dates; interest rates; CUSIP numbers, if any; certificate numbers, and in the case of partial redemption, the called amounts of each certificate; the redemption date; the redemption price or premium; the place where bonds called for redemption are to be surrendered for payment; and that interest on bonds or portions thereof called for redemption shall cease to

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, State of Michigan, at a Regular Meeting held on April 24, 1991, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

County Clerk

MILLER, CANFIELD, PADDOCK AND STONE

DE\75049392.1\78011-00-00008

RESOLUTION NO. 91-04

RESOLUTION APPROVING DPW CONTRACT AND BOND RESOLUTION

Board of Public Works
County of St. Clair, Michigan

Minutes of a Special Meeting of the Board of Public Works of the County of St. Clair, Michigan, held in said County on the 23rd day of April, 1991, at 7:08 o'clock P.m., Eastern Daylight Time.

PRESENT: Members Walter Street, Maurice Foley, Carl McCormick

ABSENT: Members 0

The following preamble and resolution were offered by Member McCormick and supported by Member Street:

WHEREAS, a contract (the "Contract") providing for the acquisition, construction, operation and financing of water supply system improvements consisting of extensions to the water system and appurtenances (the "Project") has been negotiated with the Township of Clay (the "Local Unit") and presented to this Board for its approval, a copy of which Contract is attached to this resolution and made a part hereof; and

WHEREAS, the Contract has been duly approved by resolution of the legislative body of the Local Unit and duly executed on its behalf.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Contract between the County of St. Clair, by and through its Board of Public Works, and the Local Unit providing for the acquisition, construction, operation and financing of the Project and the bond resolution in connection therewith are hereby approved, and the Chairman of this Board is authorized and directed to transmit such approval to the County Board of Commissioners with the recommendation of this Board that the Contract and bond resolution be approved and adopted for and on behalf of the County.

2. The Chairman and Secretary of this Board are authorized and directed to execute the Contract for and on behalf of the County subject to approval and adoption thereof by the Board of Commissioners.

3. The Contract will become effective and binding in accordance with its terms upon execution and final approval and ratification thereof by the County Board of Commissioners, such final approval and ratification to be given by adoption by said Board of Commissioners of a resolution authorizing the issuance of bonds of the County pursuant to said Contract.

4. All resolutions and parts of resolutions insofar as the same conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Members Walter Street, Maurice Foley, Carl McCormick

NAYS: Members 0

RESOLUTION DECLARED ADOPTED.


Deputy Secretary, Board of Public Works

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Public Works of the County of St. Clair, Michigan, at a Special Meeting held on April 23, 1991, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.


Deputy Secretary, Board of Public Works

MILLER, CANFIELD, PADDOCK AND STONE

DEAP75049373.1\78011-00-00008

RESOLUTION NO. 91-05

\$2,200,000
ST. CLAIR COUNTY
WATER SUPPLY SYSTEM NO. II-A
BONDS, SERIES 1991
(GENERAL OBLIGATION LIMITED TAX)

NOTICE OF SALE RESOLUTION

Board of Public Works
County of St. Clair, Michigan

Minutes of a special meeting of the Board of Public Works (the "Board") of the County of St. Clair, Michigan (the "County"), held in the County on the 23rd day of April, 1991, at 7:08 o'clock p.m., Eastern Daylight Time.

PRESENT: Members Walter Street, Maurice Foley, Carl McCormick

ABSENT: Members 0

The following preamble and resolution were offered by Member

McCormick and supported by Member Street:

WHEREAS, by resolution to be adopted shortly by the Board of Commissioners of the County, there will be authorized to be issued St. Clair County Water Supply System No. II - A Bonds, Series 1991 (General Obligation Limited Tax) in the principal amount of \$2,200,000 to be dated as of June 1, 1991; and

WHEREAS, Section 17 of said resolution authorizes the Board, on behalf of the County, to (a) prepare a form of notice of sale, fix a sale date, conduct the sale and accept the best bid received at such sale; (b) publish such notice of sale in an authorized bond paper at least seven (7) full days prior to the date fixed for

sale; and (c) do all other acts and take all other necessary procedures required to effectuate the sale, issuance and delivery of the bonds;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Notice of sale of said bonds, as approved by the Treasury Department if necessary, shall be published in the manner directed by the County Board of Commissioners, in The Detroit Legal News, Detroit, Michigan, and the Secretary of the Board is hereby directed to cause notice of sale to be published in the manner provided above.

2. Said notice of sale for said bonds shall be in substantially the following form:

OFFICIAL NOTICE OF SALE

\$2,200,000

COUNTY OF ST. CLAIR, STATE OF MICHIGAN
ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. II-A BONDS,
SERIES 1991
(GENERAL OBLIGATION LIMITED TAX)

SEALED BIDS for purchase of the above bonds will be received by the undersigned at the office of the County Department of Public Works, 21 Airport Drive, Port Huron, Michigan 48060, on _____, the _____ day of _____, 1991, until _____ o'clock ____ .m., Eastern Daylight Time, at which time and place said bids will be publicly opened and read. Sealed bids will also be received on the same date and until the same time at the office of The Municipal Advisory Council of Michigan, 1445 First National Building, Detroit, Michigan 48226, where they will be publicly opened and read. The bonds will be awarded to the successful bidder no later than _____ o'clock ____ .m. on that date.

BOND DETAILS: Said bonds will be registered bonds of the denomination of \$5,000 or multiples thereof up to the amount of a single maturity, dated June 1, 1991, numbered in order of registration and will bear interest from their date payable on October 1, 1991, and semiannually thereafter.

The bonds will mature annually on the 1st day of October as follows:

<u>Year</u>	<u>Principal</u>	<u>Year</u>	<u>Principal</u>
1992	\$ 20,000	2004	\$ 75,000
1993	115,000	2005	75,000
1994	120,000	2006	80,000
1995	110,000	2007	85,000
1996	110,000	2008	85,000
1997	90,000	2009	85,000
1998	70,000	2010	90,000
1999	70,000	2011	95,000
2000	75,000	2012	95,000
2001	80,000	2013	100,000
2002	75,000	2014	100,000
2003	75,000	2015	110,000
		2016	115,000

INTEREST RATE AND BIDDING DETAILS: The bonds shall bear interest at a rate or rates not exceeding 9% per annum, to be fixed by the bids therefor, expressed in multiples of 1/8 or 1/20 of 1%, or both. The interest on any one bond shall be at one rate only. All bonds maturing in any one year must carry the same interest rate. The difference between the highest and lowest interest rate on the

bonds shall not exceed two percent (2%). The interest rate borne by bonds maturing on or after October 1, 2003 shall not be less than the interest rate borne by bonds maturing in the preceding year. No proposal for the purchase of less than all of the bonds or at a price less than 98.5% of their par value will be considered.

PRIOR REDEMPTION: Bonds of this issue maturing in the years 1992 to 2001, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds in multiples of \$5,000 of this issue maturing in the years 2002 to 2016, inclusive, shall be subject to redemption prior to maturity, at the option of the County, in such order as the County shall determine, on any interest payment date on or after October 1, 2001, at par and accrued interest to the date fixed for redemption, plus a premium expressed as a percentage of par, as follows:

1.5% of the par value of each bond or portion thereof called for redemption on or after October 1, 2001, but prior to October 1, 2002;

1% of the par value of each bond or portion thereof called for redemption on or after October 1, 2002 but prior to October 1, 2003; and

.5% of the par value of each bond or portion thereof called for redemption on or after October 1, 2003, but prior to October 1, 2004.

No premium shall be paid on bonds or portions thereof called for redemption on or after October 1, 2004.

In case less than the full amount of an outstanding bond is called for redemption, the transfer agent, upon presentation of the bond called for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to the registered owners of bonds or portions thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. Bonds so called for redemption shall not bear interest after the date fixed for redemption provided funds are on hand with the transfer agent to redeem said bonds.

TRANSFER AGENT AND REGISTRATION: Principal shall be payable at _____, Michigan or such other transfer agent as the Board of Public Works of the County may hereafter designate by notice mailed to the registered owner not less than 60 days prior to any change in transfer agent. Interest shall be paid by check mailed to the owner as shown by the registration books of the County on the 15th day of the month prior

to any interest payment date. The bonds will be transferable only upon the registration books of the County kept by the transfer agent.

PURPOSE AND SECURITY: The bonds are to be issued under the provisions of Act 185, Public Acts of Michigan, 1957, as amended, and pursuant to resolution duly adopted by the Board of Commissioners of the County of St. Clair for the purpose of paying the cost of constructing a water supply system to service a portion of the Township of Clay (the "Township").

The bonds are issued in anticipation of, and are payable primarily from, certain specified contractual payments to be paid by the Township to the Board of Public Works, acting for and on behalf of the County, pursuant to a certain contract between the Township whereby said Board, on behalf of the County, is to construct the aforesaid improvements. By the provisions of said contract and pursuant to the authorization provided by law, the Township has pledged its full faith and credit for the payment of its contractual obligations. The County has irrevocably pledged to the payment of said bonds the total contractual payments, which payments are payable at such times and are established in such amounts as are required to pay the entire principal of and interest on the bonds promptly when due.

As additional security for the payment of the bonds and the interest thereon, the County, as authorized by law, has pledged its full faith and credit for the prompt and timely payment thereof, should the Township's contractual payments prove insufficient for any reason.

The full faith and credit pledge of the Township and of the County is a limited tax general obligation of each severally, and each is required to pay its respective debt service commitments on the bonds as a first budget obligation from its general funds, including the collections of any ad valorem taxes which each is authorized to levy. However, the ability of each to levy such taxes is subject to statutory and constitutional limitations.

The rights and remedies of bondholders may be affected by bankruptcy insolvency, fraudulent conveyance or other laws affecting creditors' rights generally now existing or hereafter enacted and by the application of general principals of equity including those relating to equitable subordination.

GOOD FAITH: A certified or cashier's check in the amount of \$44,000 drawn upon an incorporated bank or trust company and payable to the order of the Treasurer of the County must accompany each bid as a guarantee of good faith on the part of the bidder, to be forfeited as liquidated damages if such bid be accepted and the bidder fails to take up and pay for the bonds. No interest shall be allowed on the good faith checks and checks of the unsuccessful bidders will be promptly returned to each bidder's representative or by registered mail. The good faith check of the successful

bidder may be immediately cashed, in which event payment for the balance of the purchase price of the bonds shall be made at the closing.

AWARD OF BONDS: The bonds will be awarded to the bidder whose bid produces the lowest interest cost computed by determining, at the rate or rates specified in the bid, the total dollar value of all interest on the bonds from _____ 1, 1991, to their maturity and deducting therefrom any premium or adding thereto any discount.

LEGAL OPINION: Bids shall be conditioned upon the approving opinion of Miller, Canfield, Paddock and Stone, attorneys of Detroit, Michigan, a copy of which opinion will be printed on the reverse side of each bond, and the original of which will be furnished without expense to the purchaser of the bonds at the delivery thereof. The fees of Miller, Canfield, Paddock and Stone for services rendered in connection with such approving opinion are expected to be paid from bond proceeds. Except to the extent necessary to issue its approving opinion as to validity of the above bonds, Miller, Canfield, Paddock and Stone has made no inquiry as to any financial information, statements or materials contained in any financial documents, statements or materials that have been or may be furnished in connection with the authorization, issuance or marketing of the bonds, and accordingly will not express any opinion with respect to the accuracy or completeness of any such financial information, statements or materials.

TAX MATTERS: In the opinion of bond counsel, assuming compliance with certain covenants, interest on the bonds is excluded from gross income for federal income tax purposes, as described in the opinion, and the bonds and interest thereon are exempt from all taxation in the State of Michigan except inheritance taxes and taxes on gains realized from the sale, payment or other disposition thereof.

ISSUE PRICE: The successful bidder will be required to furnish, prior to delivery of the bonds, a certificate in a form acceptable to bond counsel as to the "issue price" of the bonds within the meaning of Section 1273 of the Internal Revenue Code of 1986.

DELIVERY OF BONDS: The County will furnish bonds ready for execution at its expense. Bonds will be delivered without expense to the purchaser at Detroit, Michigan, or at a place to be mutually agreed upon. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the bonds, will be delivered at the time of the delivery of the bonds. If the bonds are not tendered for delivery by twelve o'clock noon, Eastern Daylight Time, on the 45th day following the date of sale, or the first business day thereafter if said 45th day is not a business day, the successful bidder may on that day, or any time thereafter until delivery of the bonds, withdraw his proposal by serving notice of cancellation, in writing, on the undersigned in which event the County shall promptly return the good faith deposit. Payment for the bonds shall be made in Federal Reserve Funds.

Accrued interest to the date of delivery of the bonds shall be paid by the purchaser at the time of delivery. Unless otherwise advised in writing by the successful bidder within ten (10) business days after sale, the County may deliver and the successful bidder shall be required to accept the bonds in the form of one (1) fully registered bond for each maturity, registered to the purchaser.

CUSIP NUMBERS: It is anticipated that CUSIP identification numbers will be printed on said bonds, but neither the failure to print such numbers on any bonds nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for said bonds in accordance with terms of the purchase contract. All expenses in relation to the printing of CUSIP numbers on said bonds shall be paid for by the County; provided, however, that the CUSIP Service Bureau charge for the assignment of said numbers shall be the responsibility of and shall be paid for by the purchaser.

QUALIFIED TAX EXEMPT OBLIGATIONS: The County has designated the bonds as "qualified tax exempt obligations" for purposes of deduction of interest expense by financial institutions under the provisions of the Tax Reform Act of 1986.

OFFICIAL STATEMENTS: A preliminary official statement that the County deems to be final as of its date, except for the omission of information permitted to be omitted by Rule 15c2-12 of the Securities and Exchange Commission has been prepared and may be obtained from Stauder, Barch & Associates, 3989 Research Park Drive, Ann Arbor, Michigan 48108 (313) 668-6688. The County will furnish, upon request of the successful bidder, copies of the final Official Statement relating to the bonds within seven business days from the date of the sale specified above, in sufficient amounts to permit the successful bidder to comply with Rule 15c2-12 of the Securities and Exchange Commission. The first 150 copies of the Official Statement will be delivered at the expense of the County. Additional copies will be supplied upon the bidder's agreement to pay the reasonable copying charges of the County for those copies. The request of the successful bidder to the County should be made to Stauder, Barch & Associates at the address and telephone number specified above, within 24 hours after the date and time of the sale, and should set forth the number of copies requested and the person and place to whom the final Official Statements should be delivered.

FINANCIAL CONSULTANT: Further information concerning the bonds may be secured from Stauder, Barch & Associates, Inc., 3989 Research Park Drive, Ann Arbor, Michigan 48108 (313) 668-6723 financial consultant to the County.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.

ENVELOPES containing the bids should be plainly marked "Proposal for St. Clair County Water Supply System No. II-A Bonds."

Chairman, Board of Public Works
County of St. Clair, Michigan

4. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Members Walter Street, Maurice Foley, Carl McCormick

NAYS: Members 0

RESOLUTION DECLARED ADOPTED.

Deputy *Janet C. Kitamura*
Secretary, Board of Public Works

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Public Works of the County of St. Clair, State of Michigan, at a special meeting held on April 23, 1991, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.


Deputy Secretary, Board of Public Works

MILLER, CANFIELD, PADDOCK AND STONE

DEP750151682.1178011-00-00008

ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. II-A
BONDS, SERIES 1991, CONTRACT

THIS CONTRACT, made and entered into this 15th day of APRIL, 1991, by and between the COUNTY OF ST. CLAIR, a Michigan county corporation (the "COUNTY"), by and through its Board of Public Works, party of the first part, and the TOWNSHIP OF CLAY, a Michigan public corporation located in the COUNTY (the "LOCAL UNIT"), party of the second part,

WITNESSETH:

WHEREAS, it is necessary for the public health and welfare of the present and future residents of the LOCAL UNIT that water supply system improvements consisting of extensions to the water system and related appurtenances (the "Project") be constructed to meet the present and future requirements of the LOCAL UNIT; and

WHEREAS, the COUNTY, under the provisions of Act 185, Public Acts of Michigan, 1957, as amended (the "Act"), has established a Department of Public Works for the administration of the powers conferred upon the COUNTY by the Act, which Department is under the immediate control of the Board of Public Works (the "Board") and under the general control of the Board of Commissioners of the COUNTY; and

WHEREAS, the Act authorizes a county to acquire water supply systems as defined in said Act, and to improve, enlarge, extend and operate such systems; and

WHEREAS, by the terms of the Act the COUNTY and the LOCAL UNIT are authorized to enter into a contract for the acquisition and financing of the Project and the payment of the cost thereof by the LOCAL UNIT, with interest, over a period of not exceeding forty (40) years, and the COUNTY is then authorized, pursuant to appropriate action by its Board of Commissioners, to issue bonds of the COUNTY to provide the funds necessary therefor, secured primarily by the full faith and credit contractual obligations of the LOCAL UNIT and secondarily by the full faith and credit pledge of the COUNTY if duly authorized by appropriate resolution of its Board of Commissioners; and

WHEREAS, the Act provides the most practicable and economic method and means for acquiring and financing the Project so vitally necessary for the public health and welfare of the residents of the COUNTY residing in the LOCAL UNIT to be served, and financing under the Act is expected to result in the lowest cost for the money necessary to be borrowed for such purpose; and

WHEREAS, plans and an estimate of cost for the Project have been prepared by Boldt, McLeod and Johnson, Inc., consulting engineers of Port Huron, Michigan (the "Engineers"), which said estimate of cost totals \$2,222,000; and

WHEREAS, in order to issue bonds of the COUNTY to provide funds in the amount of \$2,222,000 to pay said cost consisting of bonds in the aggregate principal amount of \$2,200,000 plus interest on the proceeds of the bonds, it is necessary for the COUNTY and the LOCAL UNIT to enter into a contract, as provided in the Act; and

WHEREAS, it is also necessary for the COUNTY and the LOCAL UNIT to contract relative to the operation and maintenance of the Project;

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

1. The COUNTY and the LOCAL UNIT approve the acquisition and construction of the Project as a part of the existing St. Clair County Water Supply System No. II-A (the "System") under the provisions of the Act, the Project consisting generally of the construction of water lines together with all necessary and related rights in land, appurtenances and attachments, and the Project and the area to be served thereby are more specifically set out in the plans for the Project prepared by the Engineers and referred to in the preamble hereto.

2. The LOCAL UNIT hereby consents to the use by the COUNTY of the public streets, alleys, lands and rights-of-way in the LOCAL UNIT for the purpose of constructing, operating and maintaining the Project and any improvements, enlargements and extensions thereto.

3. The Project is designed to serve the LOCAL UNIT and the users of the System and is immediately necessary to protect and preserve the public health, and the LOCAL UNIT does, by these presents, consent to the furnishing of water supply service, as provided in Section 7 hereof, to the individual users of the LOCAL UNIT. Both parties specifically agree, however, that the COUNTY shall not have the right to take over operation of the Project and serve individual customers directly, the COUNTY being limited to other remedies prescribed in this contract in the event of any default hereunder by the LOCAL UNIT.

4. The Board and the LOCAL UNIT hereby approve and confirm the plans for the Project prepared by the Engineers and the estimated cost thereof in the sum of \$2,222,000. Said estimated cost includes all surveys, plans, specifications, capitalized interest, acquisition of property for rights-of-way, physical construction necessary to acquire and construct the Project, the acquisition of all materials, machinery and necessary equipment, and engineering, engineering supervision, administrative, legal and financing expenses necessary in connection with the acquisition and construction of the Project and the financing thereof, including bond discount.

5. The Board will acquire and construct the Project, and for that purpose has caused bids to be taken for the acquisition and construction thereof prior to the time that any bonds are issued for the purpose of financing costs thereof. The Board shall in no event enter into any final contract or contracts for the acquisition and construction of the Project if such contract price or prices will be such as to cause the actual cost of the Project to the LOCAL UNIT to exceed the installment obligations approved in Section 9 of this contract, unless the LOCAL UNIT, by resolution of its legislative body, (a) approves said increased cost and (b) agrees to pay said increased amount, either in cash or by specifically authorizing the maximum principal amount of bonds to be issued, as provided in Sections 8 and 9 of this contract, to be increased to an amount which will provide sufficient funds to meet said increased cost and a similar increase in the installment obligations of the LOCAL UNIT pledged under the terms of this contract to the payment of such bonds.

6. The Project shall be acquired by the Board in accordance with the plans and specifications therefor approved by this contract; provided, however, that variations from said plans and specifications may be made without the approval of the LOCAL UNIT if such variation shall not materially affect such plans and specifications. All matters relating to engineering plans and specifications, together with the making and letting of final contracts for acquisition of the Project, the approval of work and materials thereunder, and construction supervision, shall be in the exclusive control of the Board. Any acquisition of rights-of-way shall be done by the LOCAL UNIT, title to be in the COUNTY's name, but the cost of such acquisition shall be paid from the proceeds of sale of the bonds.

7. While the bonds remain outstanding, the County shall be the owner of the Project as a part of the System. The Project shall be leased to the LOCAL UNIT and responsibility for the operation, maintenance and administration of the Project as a part of that System shall be controlled by and be the responsibility of the LOCAL UNIT for such System.

8. To provide for the construction and financing of the Project in accordance with the provisions the Act, the Board shall take the following steps:

(a) The Board will submit to the Board of Commissioners of the COUNTY a resolution providing for the issuance of bonds in the aggregate principal amount of Two Million Two Hundred Thousand Dollars (\$2,200,000), except as authorized pursuant to Section 5 of this contract, to finance the cost of the Project. Said bonds shall mature serially, as authorized by law, and shall be secured primarily by the contractual obligations of the LOCAL UNIT to pay the annual installments due, plus interest, as hereinafter provided in this contract, and secondarily, if approved by a three-fifths (3/5) majority of the members of the Board of Commissioners, by the full

faith and credit of the COUNTY. After due adoption of the resolution, the Board will take all steps necessary to effectuate the sale and delivery of the bonds.

(b) The Board shall take all steps necessary to enter into and execute final construction contracts for the acquisition and construction of the Project as specified and approved in this contract, in accordance with the plans and specifications therefor as approved by this contract. Said contract shall specify a completion date agreeable to the LOCAL UNIT.

(c) The Board will require and procure from the contractor or contractors undertaking the actual construction and acquisition of the Project necessary and proper bonds to guarantee the performance of the contract or contracts and such labor and material bonds as may be required by law, in such amount and such form as may be approved by the Board.

(d) The Board upon receipt of the proceeds of sale of the bonds will comply with all provisions and requirements provided for in the resolution authorizing the issuance of the bonds and this contract relative to the disposition and use of the proceeds of sale of the bonds.

(e) The COUNTY may temporarily invest any bond proceeds or other funds held by it for the benefit of the LOCAL UNIT as permitted by law, and investment income shall accrue to and follow the fund producing such income. Neither the COUNTY nor the LOCAL UNIT shall invest, reinvest, or accumulate any moneys deemed to be proceeds of the bonds pursuant to applicable federal law and regulations, in such a manner as to cause the bonds to be "arbitrage Bonds" within the meaning of said law and regulations.

9. The cost of the Project to be financed by the issuance of the aforesaid bonds shall be charged to and paid by the LOCAL UNIT to the Board in the manner and at the times herein set forth. The principal amount thereof (\$2,200,000) shall be paid to the Board in annual principal installments, plus interest and other expenses as hereinafter provided, on September 1st of each year, as follows:

1992	\$ 20,000
1993	115,000
1994	120,000
1995	110,000
1996	110,000
1997	90,000
1998	70,000
1999	70,000
2000	75,000
2001	80,000
2002	75,000
2003	75,000
2004	75,000
2005	75,000
2006	80,000
2007	85,000
2008	85,000
2009	85,000
2010	90,000
2011	95,000
2012	95,000
2013	100,000
2014	100,000
2015	110,000
2016	115,000

It is understood and agreed that the bonds of the COUNTY hereinbefore referred to will be issued in anticipation of the above contractual obligation, with principal maturities on October 1st of each year, commencing with the year 1992, corresponding to the principal amount of the above installments, and the LOCAL UNIT shall also pay to the Board in addition to said principal installments, on March 1st and September 1st of each year, commencing September 1, 1991, as accrued interest on the principal amount remaining unpaid, an amount sufficient to pay all interest due on the next succeeding interest payment date (April 1st and October 1st, respectively) on said COUNTY bonds from time to time outstanding. From time to time as the Board is billed by the paying agent for the bonds to be issued for its services as paying/transfer agent/registrar for the bonds, and as other costs and expenses accrue to the Board from handling of the payments made by the LOCAL UNIT, or from other actions taken in connection with the Project, the Board shall promptly notify the LOCAL UNIT of the amount of such paying agent fees and other costs and expenses, and the LOCAL UNIT shall promptly remit to the Board sufficient funds to meet such fees and other costs and expenses.

Should cash payments be required from the LOCAL UNIT in addition to the amounts specified in the preceding paragraph to meet costs of constructing the Project, the LOCAL UNIT shall, upon written request by the Board, furnish to the Board written evidence

of its agreement and ability to make such additional cash payments, and the Board may elect not to proceed with the acquisition or financing of the Project until such written evidence satisfactory to the Board, has been received by it. The LOCAL UNIT shall pay to the Board such additional cash payments within thirty (30) days after written request for such payment has been delivered by the Board to the LOCAL UNIT.

The Board shall, within thirty (30) days after the delivery of the COUNTY bonds hereinbefore referred to, furnish the LOCAL UNIT with a complete schedule of maturities of principal and interest thereon, and the Board shall also, at least thirty (30) days prior to each principal and/or interest installment due date, advise the LOCAL UNIT, in writing, of the exact amount of principal and/or interest due on the COUNTY bonds on the next succeeding bond principal and/or interest due date, and payable by the LOCAL UNIT on the first day of the month immediately preceding, as hereinbefore provided. Failure of the Board to notify the LOCAL UNIT of any such payment shall not relieve the LOCAL UNIT of the obligation to make such payment.

If any principal installment or interest is not paid when due, the amount not so paid shall be subject to a penalty, in addition to interest, of one percent (1%) thereof for each month or fraction thereof that the same remains unpaid after the due date.

10. The LOCAL UNIT, pursuant to authorization of Section 12 of the Act, hereby irrevocably pledges its full faith and credit for the prompt and timely payment of its obligations pledged for bond payments as expressed in this contract. Pursuant to such pledge, if other funds are not available, the LOCAL UNIT shall be required to pay such amounts from any of its general funds as a first budget obligation and shall each year levy an ad valorem tax on all the taxable property in the LOCAL UNIT in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay such obligations under this contract becoming due before the time of the following year's tax collections, such annual levy, however, to be subject to applicable statutory and constitutional tax limitations. The foregoing commitments of the LOCAL UNIT are expressly recognized as being for the purpose of providing funds to meet the contractual obligations of the LOCAL UNIT in anticipation of which the COUNTY bonds hereinbefore referred to are issued. Nothing herein contained shall be construed to prevent the LOCAL UNIT from using any, or any combination of, the means and methods provided in paragraph 2, Section 12 of the Act for the purpose of providing funds to meet its obligations under this contract, and if at the time of making the annual tax levy there shall be other funds on hand earmarked and set aside for the payment of the contractual obligation due prior to the next tax collection period, then such annual tax levy may be reduced by such amount.

11. The LOCAL UNIT may pay in advance any of the payments required to be made by this contract, in which event the Board shall credit the LOCAL UNIT with such advance payment on future-due payments to the extent of such advance payment, or use such advances to call bonds, without credit.

12. In the event the LOCAL UNIT shall fail for any reason to pay to the Board at the times specified the amounts required to be paid by the provisions of this contract, the Board shall immediately give notice of such default and the amount thereof, in writing, to the LOCAL UNIT Treasurer, the Treasurer of the COUNTY, the Treasurer of the State of Michigan, and such other officials charged with disbursement to the LOCAL UNIT of funds returned by the State and now or hereafter under the Act available for pledge as provided in this paragraph and in Section 17 of the Act, and if such default is not corrected within ten (10) days after such notification, the State Treasurer, or other appropriate official charged with disbursement to the LOCAL UNIT of the aforesaid funds, is, by these presents, specifically authorized by the LOCAL UNIT, to the extent permitted by law, to withhold from the aforesaid funds the maximum amount necessary to cure said deficit and to pay said sums so withheld to the Board, to apply on the obligations of the LOCAL UNIT as herein set forth. Any such moneys so withheld and paid shall be considered to have been paid to the LOCAL UNIT within the meaning of the Michigan Constitution and statutes, the purpose of this provision being to voluntarily pledge and authorize the use of said funds owing to the LOCAL UNIT to meet any past-due obligations of the LOCAL UNIT due under the provisions of this contract. In addition to the foregoing, the Board shall have all other rights and remedies provided by law to enforce the obligations of the LOCAL UNIT to make its payments in the manner and at the times required by this contract, including the right of the COUNTY to direct the LOCAL UNIT to make a tax levy or rate increase to reimburse the COUNTY for any funds advanced. The LOCAL UNIT will not take any action to reduce the right of the COUNTY to receive the aforesaid state-returned moneys in the event of default.

13. It is specifically recognized by the LOCAL UNIT that the debt service payments required to be made by it pursuant to the terms of Section 9 of this contract are to be pledged for and used to pay the principal of and interest on the bonds to be issued by the COUNTY, as provided by this contract and authorized by law, and the LOCAL UNIT covenants and agrees that it will make all required payments to the Board promptly and at the times specified herein without regard to whether the Project is actually completed or placed in operation.

14. If after construction bids are let the proceeds of the sale of the bonds to be issued by the COUNTY are for any reason insufficient to complete the Project, the COUNTY shall be automatically authorized to issue additional bonds in an aggregate principal amount sufficient to complete the Project, and the annual payments required to be made by the LOCAL UNIT shall also be

increased in an amount so that the total payments required to be made as increased will be sufficient to meet the annual principal and interest requirements on the bonds herein authorized, plus the additional bonds to be issued. Any such additional bonds shall in all respects comply with the requirements of the Act, and any increases in the annual payments shall be made in the manner and at the times specified in this contract. In lieu of said additional bonds, the LOCAL UNIT may pay over to the Board in cash sufficient money to complete the Project.

15. After completion of the Project and payment of all costs thereof, any surplus remaining from the proceeds of sale of the bonds shall be used by the Board for either of the following purposes, at the option of and upon request made by resolution of the LOCAL UNIT, to wit: (a) for additional water supply improvements in the System, or (b) credited by the Board toward the next payments due the Board by the LOCAL UNIT hereunder.

16. The obligations and undertakings of each of the parties to this contract shall be conditioned on the successful issuance and sale of bonds pursuant to the Act, and if for any reason whatsoever said bonds are not issued and sold within three (3) years from the date of this contract, this contract, except for payment of preliminary expenses and ownership of engineering data, shall be considered void and of no force and effect. In the event that said bonds are not issued and sold, all preliminary legal and engineering costs shall be paid by the LOCAL UNIT, and the LOCAL UNIT shall have ownership, possession and use of all plans and specifications, surveys and other engineering data and materials prepared.

17. The Board and the LOCAL UNIT each recognize that the holders from time to time of the bonds issued by the COUNTY under the provisions of the Act to finance costs of the Project will have contractual rights in this contract, and it is therefore covenanted and agreed by each of them that so long as any of said bonds shall remain outstanding and unpaid, the provisions of this contract shall not be subject to any alteration or revision which would in any manner materially affect either the security of the bonds or the prompt payment of principal or interest thereon. The LOCAL UNIT and the Board further covenant and agree that they will each comply with their respective duties and obligations under the terms of this contract promptly at the times and in manner herein set forth, and will not suffer to be done any act which would in any way impair the said bonds, the security therefor, or the prompt payment of principal and interest thereon. It is hereby declared that the terms of this contract, insofar as they pertain to the security of any such bonds, shall be deemed to be for the benefit of the holders of said bonds.

18. This contract shall remain in full force and effect for a period of forty (40) years from the date hereof, or until such time as all bonds issued by the COUNTY to finance the Project are paid in full. At such time within said forty-year term as all of

said bonds are paid, this contract shall be terminated and ownership of the Project shall revert to the LOCAL UNIT, unless at that time there are other COUNTY bonds outstanding relative to the System or there are other contractual arrangements between the LOCAL UNIT and COUNTY. In any event, the obligations of the LOCAL UNIT to make payments required by Section 9 of this contract shall be terminated at such time as all of said bonds are paid in full, together with any deficiency or penalty thereon.

19. The parties hereto hereby expressly agree that the COUNTY shall not be liable for and the LOCAL UNIT shall pay, indemnify and save the COUNTY harmless of, from and against all liability of any nature whatever regardless of the nature in which such liability may arise, for any and all claims, actions, demands, expenses, damages, and losses of every conceivable kind, whatsoever (including, but not limited to, liability for injuries to or death of persons and damages to or loss of property) asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with ownership, acquisition, construction, operation, maintenance and repair of the Project, this contract, or the issuance, sale and delivery of the bonds herein described. It is the intent of the parties that the COUNTY be held harmless by the LOCAL UNIT from liability for such claim, actions, demands, expenses, damages and losses, however caused or however arising including, but not limited to, to the extent prohibited by law, such claims, actions, demands, expenses, damages and losses even though caused, occasioned or contributed to by negligence, sole or concurrent, of the COUNTY or by negligence for which the COUNTY may be held liable. In any action or proceeding brought about by reason of any such claim or demand, the LOCAL UNIT will also pay, indemnify and save the COUNTY harmless from and against, all costs, reasonable attorneys' fees, and disbursements of any kind or nature incidental to or incurred in said defense, and will likewise pay all sums required to be paid by reason of said claims, demands or any of them, in the event it is determined that there is any liability on the part of the COUNTY. Upon the entry of any final judgment by a court of competent jurisdiction or a final award by an arbitration panel against the COUNTY on any claim, action, demand, expense, damage or loss contemplated by this Section and notwithstanding that the COUNTY has not paid the same, the LOCAL UNIT shall be obligated to pay to the COUNTY upon written demand therefor, the amount thereof not more than sixty (60) days after such demand is made. In the event that any action or proceeding is brought against the COUNTY by reason of any such claims or demands, whether said claims or demands are groundless or not, the LOCAL UNIT shall upon written notice and demand from the COUNTY, resist and defend such action or proceeding in behalf of the COUNTY but will not settle any such action in the proceeding without written consent of the COUNTY. Notwithstanding the foregoing, nothing contained in this Section shall be construed to indemnify or release the COUNTY against or from any liability which it would otherwise have arising from the wrongful or negligent actions or failure to act on the part of the COUNTY'S employees, agents or representatives with

respect to matters not related to the ownership, acquisition, construction, operation, maintenance or repair of the Project, this contract or the issuance, sale or delivery of the bonds herein described.

The COUNTY will require or procure from the contractor or contractors undertaking the actual construction of the Project insurance protecting both the LOCAL UNIT and the COUNTY (including the Board) from liability in connection with such construction. The cost of such insurance shall be considered to be a part of the cost of the Project.

20. This contract shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

21. This contract shall become effective upon approval by the legislative body of the LOCAL UNIT, by the Board of Public Works of the COUNTY and by the Board of Commissioners of the COUNTY, and when duly executed by the Chief Executive Officer and Clerk of the LOCAL UNIT and by the Chairman and Secretary of the Board of Public Works for and on behalf of the COUNTY. This contract may be executed in several counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date and year first above written.

MILLER, CANFIELD, PADDOCK AND STONE

COUNTY OF ST. CLAIR
By the Board of Public Works

By [Signature]
Chairman

By [Signature]
Secretary

TOWNSHIP OF CLAY

By [Signature]
Supervisor

By [Signature]
Township Clerk

6
RESOLUTION 91-15

APPROVING 1991 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.

RESOLUTION 91-14

AUTHORIZING CONVEYANCE OF EASEMENT FOR
SIDEWALK ON M-29

WHEREAS, the Michigan Department of Transportation, in the spring of 1991, will begin improvements on highway M-29 south of Marine City, and

WHEREAS, the Michigan Department of Transportation has agreed to construct a public sidewalk on the west side of M-29, and

WHEREAS, requisite to the construction of this sidewalk is the conveyance of a right of way by the county on its property fronting along M-29 in front of the 72nd District Court Building, and

WHEREAS, a proposed right of way agreement has been tendered to the county by the attorney for the City of Marine City, a copy of which is attached hereto and marked as exhibit A.

NOW, THEREFORE, BE IT RESOLVED, that the chairperson of the Board of Commissioners is hereby authorized to enter into and sign the proposed right of way agreement on behalf of the Board of Commissioners.

Signed,

Francis R. Krajewski

DATED: April 10, 1991

Audrey E. Pack

Ray M. Hickey

Review and approved by:

R. Nickerson (SPN)
Robert Nickerson, Corporation
Counsel

STATE OF MICHIGAN

SS:

COUNTY OF _____

The foregoing instrument was acknowledged before me this
_____ day of _____, 1990 by _____
_____ of THE COUNTY OF ST. CLAIR, a Michigan municipal corporation.

Notary Public
_____ County, Michigan
My commission expires:

Drafted by:
THOMAS M. CLEMONS
KANE, CLEMONS AND JOACHIM
721 St. Clair River Drive
P.O. Box 333
Algonac, Michigan 48001

EXHIBIT "A"

EASEMENT AND RIGHT-OF-WAY AGREEMENT

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration to us in hand paid, receipt of which is hereby acknowledged,

THE COUNTY OF ST. CLAIR
ST. CLAIR COUNTY DISTRICT COURT
2088 SOUTH PARKER STREET
MARINE CITY, MICHIGAN 48039

DOES HEREBY GRANT, convey and warrant to the CITY OF MARINE CITY, a Michigan municipal corporation, 300 Broadway, Marine City, Michigan, hereinafter referred to as the "City", its successors and assigns, a permanent easement to construct, operate, maintain, and/or replace a public sidewalk and such other equipment or appurtenances as may be necessary or convenient for said sidewalk across and through the property described as parcel "A" attached hereto. The undersigned does further grant a temporary construction easement and right of way across and through the property described as further set forth on the attached description.

PROVIDED: That the granting of the above easements does not vest in the Grantee City, its successors or assigns, authority to use any portion of the above described premises for purposes other than those herein specifically designated.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, for so long as any sidewalk installed hereon is used or remains thereon.

THE UNDERSIGNED owner, having been fully informed of the right to have the property appraised and to receive just compensation based upon an appraisal, has determined to waive the right to an appraisal and related property inspection in company with the appraiser, and has agreed to donate said right of way to the City of Marine City, Michigan.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this _____ day of _____, 1990.

In the presence of:

THE COUNTY OF ST. CLAIR

By: _____

PARCEL "A"

DESCRIPTION OF REAL ESTATE:

LAND in the City of Marine City, St. Clair County, Michigan, DESCRIBED AS:

An easement, 15 feet wide, for the installation and maintenance of a 4 foot or 5 foot wide sidewalk whose centerline is located 38 feet West of the centerline of the existing 20 foot wide pavement in South Parker St. (M-29), said easement described as being the East 15 feet of part of P.C. 598, including part of the P.H. & D. Railroad right-of-way, described as: A parcel of land in Private Claim 598, Town 3 North, Range 16 East, being more particularly described as: Beginning at a point, said point being distant South 296.74 feet along the Southerly extension of the Westerly line of Section 12 and South 64 degrees 35 minutes 17 seconds East 1369.08 feet to the West line of M-29; thence along said line South 38 degrees 17 minutes West 531.22 feet from the intersection of said Westerly line of Section 12 and the Northerly line of Private Claim 598, proceeding thence South 38 degrees 17 minutes West 152.32 feet along said Westerly line of M-29 to a point of curvature of a curve to the left having a radius of 642.13 feet, an arc length of 147.68 feet, a central angle of 13 degrees 10 minutes 37 seconds and a chord bearing and distance of South 31 degrees 41 minutes 41 seconds West 147.35 feet; thence North 64 degrees 36 minutes 31 seconds West 719.15 feet; thence North 25 degrees 23 minutes 29 seconds East 294.94 feet; thence South 64 degrees 36 minutes 31 seconds East 769.32 feet to the point of beginning.

RESOLUTION 91- 13

AUTHORIZING PAYMENT OF LOST COUPON

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 entitled the County of St. Clair, Michigan, Pollution Control Revenue Bonds (The Detroit Edison Company St. Clair Plant Project) (Collateralized Series F, and dated June 15, 1976 due June 15, 1996, (the "Bonds"), and

WHEREAS, certain coupons which were attached to each of the Bonds have been reported as lost, specifically being Coupon No. 26 due June 15, 1989 attached to Bond Nos. 1476, 1477, 1478 and 1479 (the "Coupons"), and

WHEREAS, Manufacturers National Bank of Detroit (the "Owner"), represents that it is the lawful owner of all right, title and interest in said Coupons described in the preceding paragraphs, and

WHEREAS, the Owner has requested payment of the Coupons without presentation, and

WHEREAS, the Issuer has received an affidavit describing the circumstances surrounding the loss and evidence of ownership, and

WHEREAS, the Owner has requested the payment without presentation of the Coupons, each Coupon being in the amount of \$203.12, for a total due of \$812.48; has supplied the Issuer

with a letter of indemnification which indemnifies the Issuer, Banker's Trust Company, Detroit Edison Company, and the Corporate Trust Department of Manufacturers National Bank of Detroit (the "Paying Agent"), against loss arising out of said payment, which letter is dated April 5, 1990; and has agreed to pay all costs incurred in said payment;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Paying Agent is hereby authorized to take such steps as are necessary to accomplish the payment to the Owner of amounts due in connection with the payment of said Coupons without presentment.

2. Said coupon payment shall only be delivered after payment is made to cover the costs incurred by the Issuer and the Paying Agent in connection with payment of the coupons with presentation.

3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are here by rescinded.

Signed,

Audrey E. Pock
Francis L. Krajcick
Ray M. Steinberg

DATED: April 10, 1991

Review and approved by:

R. Nickerson (S.A.N.)
Robert Nickerson, Corporation
Counsel

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 _____ Meeting held on _____, 1991, and the public notice of said meeting was given pursuant to and in full compliance with 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.

County Clerk

RESOLUTION 91-12

AUTHORIZING THE DEPARTMENT OF PUBLIC WORKS
TO PROCEED WITH SEWAGE DISPOSAL SYSTEM IMPROVEMENTS
VILLAGE OF CAPAC

WHEREAS, the Village of Capac 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 \$1,700,000.00, payable from contractual payments to be made by said Village 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 costs of necessary sewage disposal system improvements to service said Village, 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 said Village alone, and to be necessary for the public health, safety and welfare specifically of the Village 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.

RESOLUTION NO. 91-03

BOARD OF PUBLIC WORKS
OF THE COUNTY OF ST. CLAIR

RECOMMENDING AND APPROVING THE
SEWAGE DISPOSAL SYSTEM IMPROVEMENTS
VILLAGE OF CAPAC PROJECT

Minutes of a Regular meeting of the Board of Public Works of the County of St. Clair, Michigan, held in said County on the 2nd day of April, 1991, at 9 o'clock A. M. Eastern Standard Time.

PRESENT: Members: Maurice Foley, Walter Street, Carl McCormick

ABSENT: Members: 0

The following preamble and resolution were offered by Member McCormick and supported by Member Street.

WHEREAS, the Village of Capac (the "Village") has presented to this Board a request that the County of St. Clair through the St. Clair County Department of Public Works issue bonds in the approximate total amount not to exceed \$1,700,000.00, payable from contractual payments to be made by said Village to the County of St. Clair through said Department of Public Works, said bonds to finance costs of necessary sewage disposal system improvements to service said Village; and

WHEREAS, the Village's sewage disposal system improvement project is within the fundable range of the Michigan Department of Natural Resources Project Priority List under the Michigan Water Pollution Control Revolving Loan Fund Program; and

WHEREAS, this Board has reviewed said request and the financial and engineering aspects of the project and has determined the same to be feasible if undertaken by the St. Clair County Department of Public Works and within the scope of the authority of said Department of Public Works; and

WHEREAS, this Board has further determined that the project is not financially desirable if undertaken by said Village alone but that said project is necessary for the public health, safety and welfare of said Village and the inhabitants thereof; and

WHEREAS, this Board has further determined that the aforesaid project is conducive to the health, safety and welfare of the County of St. Clair in general;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This Board does hereby recommend to the Board of Commissioners of the County of St. Clair that said Board of Commissioners give its approval to

the aforesaid project sewage disposal system improvements as Sewage Disposal System No. X and authorizes this Board to undertake the financing and construction of the project, subject, however, to final approval of the Board of Commissioners upon submission to said Board of the bonding documents evidencing agreement between the Village of Capac 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. This Board further recommends that the limited tax full faith and credit of the County be pledged as secondary security for the bonds, and that the County apply to the Michigan Department of Treasury for an order providing exception from prior approval for the bonds.

2. Upon approval of the St. Clair County Board of Commissioners, 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 said Village and other parties involved for the execution of contracts covering the acquisition, construction, financing and operation of the project.

3. The said Village and the St. Clair County Department of Public Works recommend the employment of the following consultants already working with the Village in connection with the project:

As bond Counsel: Miller, Canfield, Paddock and Stone
Detroit, Michigan

As engineers: McNamee, Porter & Seely, Inc.
Ann Arbor, Michigan

4. This Board hereby estimates the total cost of constructing the project to be an amount not to exceed \$1,700,000.00, including all engineering fees, financing costs and contingencies, such estimates subject, however, to revision upon submission of final cost estimates or receipt of bids for the project.

5. This Board recommends that the County take such steps as are necessary to sell its bonds to the Michigan Municipal Bond Authority pursuant to the Michigan Water Pollution Control Revolving Loan Fund Program, and to deliver such necessary agreements and certificates as are required under such program, including a Purchase Contract and Issuer's Certificate, each substantially in the form prepared by the Michigan Municipal Bond Authority and attached hereto as Exhibit A.

6. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Members: Foley, Street, McCormick

NAYS: Members: 0

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Public Works of the County of St. Clair, Michigan at a Regular meeting held on April 2, 1991, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Sandra J. Bellinger
Sandra J. Bellinger, Acting Deputy Secretary

TABLISHING SEWAGE DISPOSAL SYSTEM NO. X
VILLAGE OF CAPAC

WHEREAS, the Board of Commissioners of the County of St. Clair, Michigan does hereby approve the establishment of a sewage disposal system for sewage disposal services to the district hereinafter described, said system to consist generally of storm sewers and appurtenances thereto, and all plants, works, instrumentalities and properties deemed necessary for the treatment of sewage and the disposal thereof to properly service the area comprising said district hereinafter, 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 sewage disposal 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 sewage disposal system shall be known as "St. Clair County Sewage Disposal System No. X" and the area to be served thereby shall be known as "St. Clair County Sewage Disposal System No.X-Sewage Disposal District", and shall consist of the following property:

<u>Municipality</u>	<u>Area to Be Served</u>
Village of Capac	Entire Village Limits

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: April 10, 1991

Reviewed and Approved by:

R. Nickerson (SPN)
ROBERT J. NICKERSON
Corporation Counsel
301 County Building
Port Huron, MI 48060

Mary Ann Geciarath
Robert W. Geciarath
John W. Geciarath

RESOLUTION NO. 91-02

BOARD OF PUBLIC WORKS
OF THE COUNTY OF ST. CLAIR

ESTABLISHING SEWAGE DISPOSAL SYSTEM NO. X

WHEREAS, the Board of Public Works has received and approved a resolution from the Village of Capac to take the necessary steps to establish, construct and finance a sewage disposal system to service the Village of Capac; 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 Sewage Disposal System No. X; 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 Street
Commissioner McCormick

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, April 2, 1991 at 9:00 a.m. in the St. Clair County Road Commission's Central Service Center, 21 Airport Drive, Port Huron, Michigan.

Sandra J. Bellinger
Sandra J. Bellinger, Acting Deputy Secretary

RESOLUTION 91-10

ANNUAL REPORT - DRAIN COMMISSIONER

WHEREAS, by statute, the Drain Commissioner 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 1990 Annual Report of Thomas Donohue, Drain Commissioner, may be and the same is hereby accepted and approved.

DATED: April 10, 1991

Reviewed and Approved by:

R Nickerson (SPH)
ROBERT J. NICKERSON
Corporation Counsel
301 County Building
Port Huron, MI 48060

Mary Ann Acciaro
Patrick W. Owen

RESOLUTION 91-09

SUSPENDING RETIREMENT SYSTEM ORDINANCE
ARTICLE IV, SECTION 4.5 (F)

WHEREAS, the St. Clair County Employees' Retirement System Ordinance revision was adopted by the Board of Commissioners, April 11, 1990, and

WHEREAS, Article IV, Section 4.5 (f) established a time frame for employees to purchase past military service time and contribute the required amount of money into the retirement system, and

WHEREAS, the time frame would be within one year of eligibility date of January 1, 1990, which due to its adoption on April 11, 1990, caused a conflict on what one-year date would be, and

WHEREAS, Article IV, Section 4.5 also caused questions and concerns relating to the Retirement 64% Cap and language relating to employment subject to collective bargaining only and employment not subject to collective bargaining, and


WHEREAS, after receiving correspondence and hearing employee concerns regarding Article IV, Section 4.5, the St. Clair County Employees' Retirement System Board of Trustees voted unanimously at their February 19, 1991 meeting to draft a resolution for Board of Commissioner adoption to suspend Article IV, Section 4.5 (f) of the retirement ordinance booklet until such time as it can be researched and clarified.

NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Employees' Retirement System Ordinance Article IV, Section 4.5 (f) is hereby suspended until the matter of purchase of military time can be properly researched and clarified.


DATED: March 13, 1991

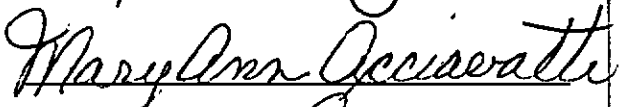
Drafted by:
Donald E. Dodge
Administrator/Controller

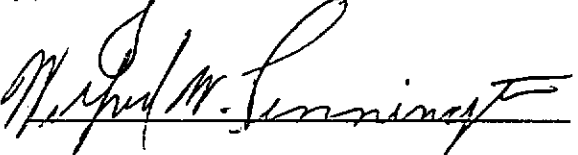
Reviewed and Approved by:



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







RESOLUTION 91-08

ADOPTING THE ST. CLAIR COUNTY RECREATION PLAN
1991-2001

WHEREAS, the St. Clair County Board of Commissioners recognizes the important role recreation plays in providing and maintaining the high quality of life enjoyed by County residents and visitors to this County, and

WHEREAS, the Board of Commissioners recognizes the importance of providing recreational and leisure time opportunities to residents and visitors of the County, and

WHEREAS, the St. Clair County Parks and Recreation Advisory Commission was formed in June of 1989 by the County Board of Commissioners under authority of P.A. 261 of the Acts of 1965 of the State of Michigan and charged with certain duties, and

WHEREAS, those duties assigned to the Parks and Recreation Advisory Commission by the County Board of Commissioners include adoption of a comprehensive, coordinated, county-wide parks and recreation plan, and

WHEREAS, the Parks and Recreation Advisory Commission has completed a comprehensive, coordinated county-wide parks and recreation plan reflecting of the needs and desires of County residents, who played an active role in the planning process and,

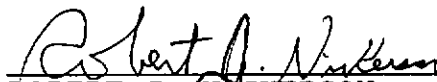
WHEREAS, the Parks and Recreation Plan proposes specific goals and strategies which will be used as a guide to consistent and rational policy decision making relative to delivery of recreation services, and

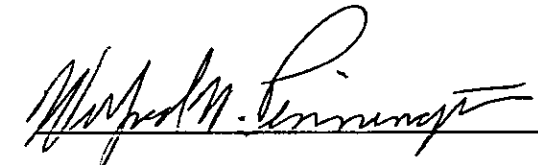
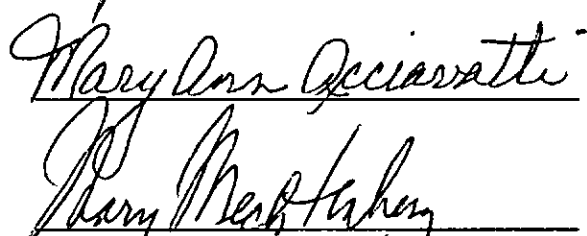
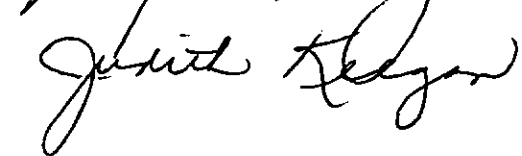
WHEREAS, the County Board of Commissioners has determined that pursuing these goals in an effective and efficient manner will preserve and improve the quality of life for County residents as well as improving the attractiveness of the County.

NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners hereby adopts and supports the St. Clair County Recreation Plan 1991-2001 and submits the plan to the Michigan Department of Natural Resources for their endorsement.

DATED: March 27, 1991

Reviewed and Approved by:


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



METROPOLITAN PLANNING COMMISSION

County of St. Clair, Michigan

108 McMORRAN BLVD., PORT HURON, MICHIGAN 48060

(313) 987-4884

MEMORANDUM

TO: Mr. Don Dodge, Administrator/Controller

FROM: Gordon Ruttan, Director

DATE: March 5, 1991

RE: RECREATION PLAN - COUNTY BOARD OF COMMISSIONERS REVIEW

I am requesting, on behalf of the Parks and Recreation Advisory Commission, that the next County Board Agenda include a presentation on the new recreation plan. We plan on making a brief (approximately ten minutes) presentation highlighting major findings, conclusion, goals and strategic recommendations found in the plan. An overhead projector will be used to assist the Board and members of the audience in following the discussion.

Attached to the memorandum is a sample resolution of adoption which you may find helpful in drafting the Board's resolution. As you may know, this plan must be adopted by resolution.

If you have any questions or concerns, please feel free to contact me.

A Government of Service



RESOLUTION 91-07

URGING RELEASE OF FEDERAL CONTINGENCY
FUNDS TO THE HEALTH CARE FINANCIAL
ADMINISTRATION

WHEREAS, the Federal government, through the Health Care Financing Administration (HCFA), has instructed Blue Cross and Blue Shield of Michigan and other Medicare contractors to plan a slowdown in the volume of Medicare claims processed, and

WHEREAS, this action is required because current funds of \$131 million appropriated to pay for anticipated nationwide Medicare contractor costs are being withheld by the Office of Management and Budget, and

WHEREAS, this action will result in substantial claims backlog and significantly slower processing time and a backlog in Inquiries, Explanation of Medicare Benefits, and Review and Hearings, and

WHEREAS, the impact of many providers of Medicare services and Medicare patients financially is very serious, now

BE IT RESOLVED, this 13th day of March, 1991, that the St. Clair County Board of Commissioners strongly importunes Congress and President Bush to order the Office of Management & Budget to immediately release the \$131 million appropriated as contingency funds to the Health Care Financing Administration (HCFA), for use by Medicare contractors nationally so that senior citizens will not be forced to pay for services in advance, with no assurance of prompt reimbursement.

DATED: March 13, 1991

Reviewed and Approved by:

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

Audrey E. Pack
Francis R. Krajcar
Randy M. Kishner

RESOLUTION 91-06

ADOPTING COLLECTIVE BARGAINING AGREEMENT
BETWEEN
ST. CLAIR COUNTY FRIEND OF COURT
AND
FRIEND OF THE COURT EMPLOYEES - S.E.I.U.

WHEREAS, the Friend of the Court Employees - S.E.I.U. is recognized by the Michigan Employment Relations Commission, the St. Clair County Circuit Court and the County of St. Clair as the exclusive representative of certain employees of the Court, and

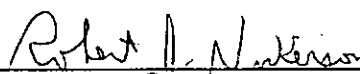
WHEREAS, the County of St. Clair has authority and responsibility to bargain on matters of wages and working conditions as delegated to it by the St. Clair County Circuit Court, and

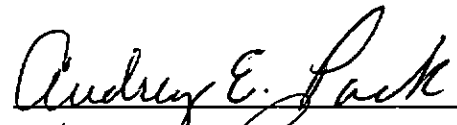

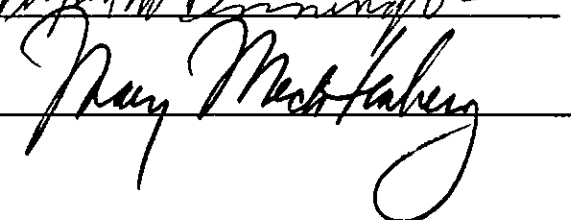
WHEREAS, the parties have collectively bargained mutually acceptable terms and conditions.

NOW, THEREFORE, BE IT RESOLVED, that the Collective Bargaining Agreement (Attached Exhibit "A"), for the period January 1, 1990 through December 31, 1993, is hereby approved and adopted.

DATED: April 24, 1991

Reviewed and Approved by:


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

RESOLUTION 91-05

ADOPTING COLLECTIVE BARGAINING AGREEMENT
BETWEEN
ST. CLAIR COUNTY PROBATE COURT
AND
JUVENILE COUNSELORS ASSOCIATION

WHEREAS, the Juvenile Counselors Association is recognized by the Michigan Employment Relations Commission, the St. Clair County Probate Court and the County of St. Clair as the exclusive representative of certain employees of the Court, and

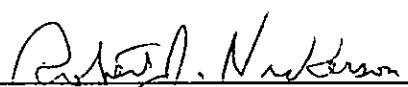
WHEREAS, the County of St. Clair has authority and responsibility to bargain on matters of wages and working conditions as delegated to it by the St. Clair County Probate Court, and

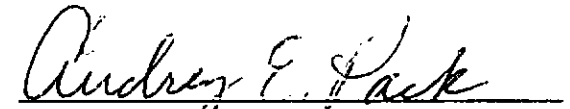
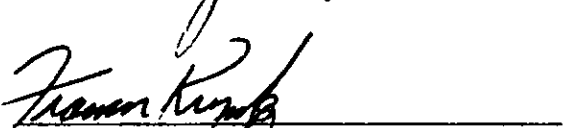
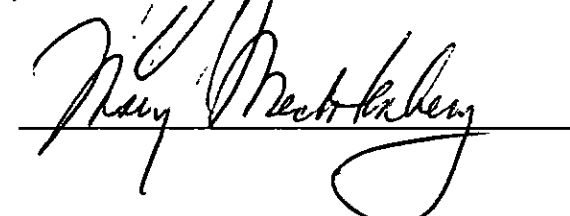
WHEREAS, the parties have collectively bargained mutually acceptable terms and conditions.

NOW, THEREFORE, BE IT RESOLVED, that the Collective Bargaining Agreement (attached Exhibit "A") for the period January 1, 1990 through December 31, 1992 is hereby approved and adopted.

DATED: February 27, 1991

Reviewed and Approved by:


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

RESOLUTION 91-04

ADOPTING COLLECTIVE BARGAINING AGREEMENT
BETWEEN
ST. CLAIR COUNTY PROBATE COURT
AND
PROBATE COURT CLERICAL EMPLOYEES - TPOAM

WHEREAS, the Probate Court Clerical Employees - TPOAM is recognized by the Michigan Employment Relations Commission, the St. Clair County Probate Court and the County of St. Clair as the exclusive representative of certain employees of the Court, and

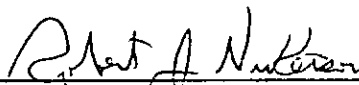
WHEREAS, the County of St. Clair has authority and responsibility to bargain on matters of wages and working conditions as delegated to it by the St. Clair County Probate Court, and

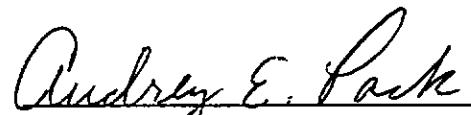
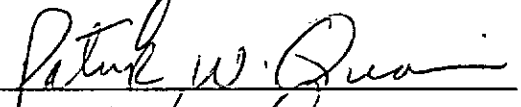

WHEREAS, the parties have collectively bargained mutually acceptable terms and conditions.

NOW, THEREFORE, BE IT RESOLVED, that the Collective Bargaining Agreement (attached Exhibit "A"), for the period July 1, 1989 through June 30, 1992 is hereby approved and adopted.

DATED: February 27, 1991

Reviewed and Approved by:


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

RESOLUTION 91-03

ADOPTING AND APPROVING THE EXECUTION OF THE
CONTRACT AT THE COUNTY AIRPORT
AIRPORT LAYOUT PLAN

WHEREAS, the St. Clair County International Airport has received a grant offer from the Michigan Aeronautics Commission for an update to their Airport Layout Plan, and

WHEREAS, Contract No. 90-2067 prepared by the Michigan Department of Transportation 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 January 8, 1991.

NOW, THEREFORE, BE IT RESOLVED, That the St. Clair County Board of Commissioners grants approval and authorizes the Administrator/Controller to execute the above named contract.

DATED: January 23, 1991

Reviewed and Approved:

William J. Dannels

Audrey E. Pack

Daniel W. Quinn

Robert J. Nickerson

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

RESOLUTION NO. 91-01

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 Michigan Aeronautics Commission for an update of the Airport Master Plan including an Airport Layout Plan; and

WHEREAS, the Michigan Department of Transportation/Michigan Bureau of Aeronautics has submitted Contract No. 90-2067 in anticipation of St. Clair County receiving said State Grant Offer in the amount of \$8,000; and

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 Street
 Commissioner McCormick

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 rescheduled meeting of the Airport Commission of the County of St. Clair held on Tuesday, January 8, 1991 at 9:05 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 STATE/LOCAL
AIRPORT DEVELOPMENT

Airport Master Plan

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 perform the PROJECT work. The PROJECT is defined as the preparation of an airport master plan (AMP) including airport layout plan (ALP) drawings and reports as necessary. The PROJECT work shall be performed for the St. Clair County International Airport in Port Huron, Michigan.

WITNESSETH:

NOW, THEREFORE, it is hereby agreed:

1. The parties hereto agree to undertake and complete the PROJECT in accordance with the terms of this contract.
2. All ALP drawings done in connection with this PROJECT shall be performed in conformity with Federal Aviation Administration, hereinafter referred to as "FAA", Advisory Circulars and design standards. Deviations from those standards shall have prior written approval of the DEPARTMENT.
3. The DEPARTMENT shall submit the ALP and reports to the FAA for approval, as may be required.
4. The SPONSOR shall select a consultant to perform all PROJECT work. Prior to executing a contract with consultant, the SPONSOR shall submit the contract to the DEPARTMENT for review and 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 the consultant's contract nor authorize the consultant to proceed prior to receiving written approval of the contract from the DEPARTMENT.

5. Any change to the consultant's contract requires prior written approval of the DEPARTMENT.

In the event the consultant's contract is terminated the DEPARTMENT shall be given immediate written notice by the SPONSOR.

6. The term "PROJECT COST", as herein used, is hereby defined as all the costs necessary for the performance of the AMP PROJECT work, and administrative costs incurred by the DEPARTMENT in connection with the PROJECT.

7. The PROJECT COST is estimated to be as shown below:

	percent	dollar amount
DEPARTMENT share	50%	\$ 8,000.00
SPONSOR share	50%	\$ 8,000.00
Estimated PROJECT COST	100%	\$16,000.00

8. The PROJECT COST will be met in part by contributions from the DEPARTMENT. The DEPARTMENT's share shall not exceed fifty percent (50%) of the actual PROJECT COST or Eight Thousand Dollars (\$8,000.00), whichever is less.

9. 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.

10. Payment of all PROJECT COST incurred after execution of this contract will be made by the DEPARTMENT, upon receipt of payment request, including consultant invoices, approved by the SPONSOR.

Payment of costs incurred by the SPONSOR prior to the execution of this contract will be the responsibility of the SPONSOR. Any items of PROJECT COST not participated in by the DEPARTMENT will be the sole responsibility of the SPONSOR.

11. Upon execution of this contract by the DEPARTMENT and execution of the consultant contract(s) in accordance with Section 4, the DEPARTMENT will bill the SPONSOR for the SPONSOR's share of the estimated PROJECT COST based in part on the amount of the consultant's contract(s).

The DEPARTMENT will bill the SPONSOR for the SPONSOR's share of additional estimated PROJECT COST for changes approved in accordance with Section 9 at the time of execution of the amendment for approved work. The SPONSOR shall make payment to the DEPARTMENT within thirty (30) days of the billing date.

The DEPARTMENT will not make payment for any PROJECT work prior to receipt of payment from the SPONSOR share of that item of PROJECT work.

Eligible PROJECT COST incurred by the SPONSOR may be submitted for credit towards the SPONSOR's share of the PROJECT COST provided it is submitted within one hundred eighty (180) days of the date the cost was incurred or within one

hundred eighty (180) days of the execution of this contract, 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 the documentation submitted, provided it is submitted prior to the date of the billing.

12. The Sponsor hereby pledges a sufficient amount of funds to meet its obligations as specified herein.

13. Upon completion of the PROJECT, payment of all PROJECT COSTS, and completion of necessary audits, 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.

14. 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. Any PROJECT deposits on the cancelled portions, 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 PROJECT, whichever comes first.

The DEPARTMENT shall not participate in the PROJECT COST incurred on the cancelled portions of the PROJECT and Section 7 shall not be construed to require the DEPARTMENT's participation in the cancelled portion.

15. 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 subcontractors to the DEPARTMENT upon request.

The SPONSOR agrees to permit a representative 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.

16. 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.

17. 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.

18. This contract shall be in effect for a period of thirty six (36) months from the date of execution.

19. The SPONSOR specifically agrees that in the performance of the PROJECT herein enumerated, by itself, 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.

20. 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.

21. Any approvals, reviews, inspections, or technical guidance 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 work which is the subject of this contract.

Any approvals, reviews, inspections, and technical guidance provided by the DEPARTMENT, will not relieve the SPONSOR of its obligations hereunder, nor are such approvals, reviews, and inspections 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.

22. 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. 88-342, 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.

23. 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 federal 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 if 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 his contract.

24. 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 responsibility of the SPONSOR.

25. 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, 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.

26. The DEPARTMENT and the FAA shall not be subject to any obligations or liabilities by contractors of the SPONSOR, 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.

27. 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.

28. 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, and by approval of the State Administrative Board.

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:

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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.

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.

DESTROY ALL PREVIOUS EDITIONS OF THIS FORM

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 91-02

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 Eight Thousand One Hundred Fifty-eight and no/100ths (\$168,158.00) Dollars shall be paid from combined County and State funds during the life of this agreement and provided further that Forty-one Thousand Two Hundred Twenty-six and no/100ths (\$41,226.00) 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.

2. The Administrator/Controller is hereby authorized to execute said agreement for and on behalf of the 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: January 23, 1991

Audrey E. Pack

William H. Daniels

Nancy Neuberger

Reviewed and Approved:

Robert J. Nickerson

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

TII IV-D COOPERATIVE REIMBURSEMENT CONTRACT
 SECTION IV - BUDGET PROPOSAL

P74

A. CONTRACT DESCRIPTION

- 1. COUNTY St. Clair
- 2. PROVIDER Prosecuting Attorney
- 3. FUNDING YEAR 1991

COLUMN I	COLUMN II	COLUMN III
B. ALLOCATION FACTORS		
1. FTE POSITIONS	2.5	22.5
2. % OF TOTAL FTE POSITIONS	11.11%	100%
3. CASELOAD % (FOC ONLY)	- - -	- - -
C. IV-D BUDGET CATEGORIES		
1. PERSONNEL	\$117,000.00	\$1,163,752.00
2. DATA PROCESSING	2,000.00	-0-
3. OTHER DIRECT	33,500.00	413,335.00
4. CENTRAL SERVICES	10,658.00	95,935.00
5. PARENTAGE TESTING (PA ONLY)	5,000.00	-0-
6. TOTAL BUDGET	\$168,158.00	\$1,673,022.00
7. SERVICE FEES	(- - -)	(- - -)
8. OTHER INCOME (DESCRIBE)	(- - -)	(- - -)
9. NET BUDGET	\$168,158.00	\$1,673,022.00
10. COUNTY SHARE \$	41,226.00	////////////////////////////////////
11. COUNTY SHARE %	24.52%	////////////////////////////////////
12. STATE SHARE \$	126,932.00	////////////////////////////////////
13. STATE SHARE %	75.48%	////////////////////////////////////

RESOLUTION 91-01

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, three hundred thirty eight thousand, three hundred ninety one and no/100 dollars (\$1,338,391.00) shall be paid from combined County and State funds during the life of this agreement, provided further that three hundred twenty five thousand, seven hundred ninety five and no/100 dollars (\$325,795.00) of the above amount is the County's appropriation contributed to Title IV-D Program.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The St. Clair County Board of Commissioners does 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.

County Administrator/Controller

2. The ~~CHAIRPERSON OF THE BOARD~~ is hereby authorized to execute said agreement for and on behalf of St. Clair County.

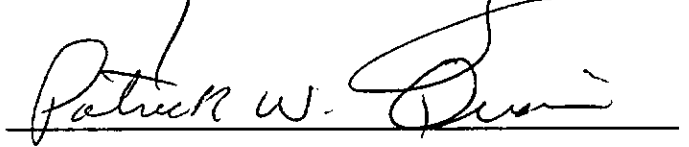
3. A copy of said Agreement is attached hereto and made a part hereof.

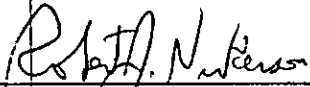
4. All resolutions and parts of resolutions, insofar as the same conflict with the provisions of this resolution be, and the same hereby are rescinded.

DATED: January 9, 1991

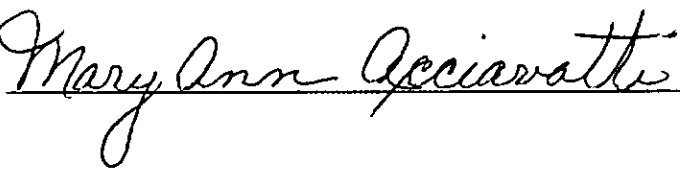


Reviewed and Approved by:





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



Contract No: CS-91-124
Contract Amt: \$1,338,391.00 (Total)
Account No: 110-43-8150
R.A.S. No: 9310

AGREEMENT
between
MICHIGAN DEPARTMENT OF SOCIAL SERVICES
and
THE COUNTY OF ST. CLAIR

This agreement, effective, the 1st day of January, 1991, and ending the 31st day of December, 1991, is by and between the Michigan Department of Social Services, having a mailing address of 235 S. Grand Avenue, P.O. Box 30037, Lansing, Michigan 48909 (hereinafter referred to as the "Department"), the County of St. Clair, a public organization, having a mailing 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 agree 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 QCSE-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, expenditures 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, 235 S. Grand Avenue, P.O. Box 30037, Lansing, Michigan 48909. This report shall indicate actual expenditures 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 expenditures 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 expenditures.

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
Grand Tower Building, Suite 1218
P.O. Box 30037
Lansing, Michigan 48909

and must include the Contractor's name, contract number, and the month and year to which the report pertains.

W. Reporting Requirements Pertaining to the Single Audit Act of 1984

In accordance with Public Law 98-502, the Single Audit Act of 1984, the Contractor, as a subrecipient of federal funding through this Contract (Agreement) with the Department, shall submit copies of the county's annual audit report within 30 days of audit report issuance.

Two copies of the Contractor's annual audit report shall be submitted to:

Office of Internal Audit
Michigan Department of Social Services
235 S. Grand Avenue
P.O. Box 30037
Lansing, MI 48909

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 Friend of the Court's office shall ensure that enforcement, locating and interstate services are accomplished by establishing standards which comply with state statutes and are consistent with provisions of 45 CFR 303.6, "Enforcement of Support Obligations"; 45 CFR 303.3, "Location of Absent Parents"; and 45 CFR 303.7, "Provision of Services in Interstate IV-D Cases".
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

The maximum amount of this Agreement as appropriated by the Contractor is one million, three hundred thirty-eight thousand, three hundred ninety-one and no/100 dollars (\$ 1,338,391.00) of which the Department shall reimburse 75.66 % of actual expenditures during the life of this Agreement up to the maximum of the Title IV-D program net budget, a copy of which is attached hereto and make a part hereof.

C. Technical Assistance

The Department, through it's 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

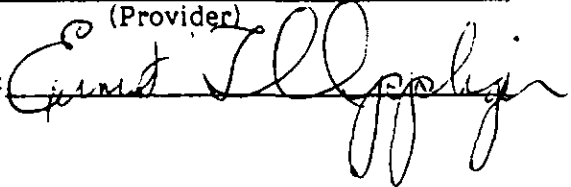
This Agreement with the previously mutually approved application incorporated by reference and made a part hereof, is intended by the parties as the complete and final expression of their agreement with respect to the terms included herein, and may not be contradicted by evidence of any prior or contemporaneous 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: _____
Chairperson
County Board of Commissioners

WITNESS: _____

Dated at Lansing, Michigan

MICHIGAN DEPARTMENT
OF SOCIAL SERVICES

this _____ day of _____, 19__

By: _____
Director

WITNESS: _____

