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RESOLUTION 93-54

ADOPTING COLLECTIVE BARGAINING AGREEMENT
BETWEEN ST. CLAIR COUNTY
AND
PROFESSIONAL NURSES ASSOCIATION - MNA

WHEREAS, the Professional Nurses Association - MNA is recognized by the Michigan Employment Relations Commission, and St. Clair County, as the exclusive representative of certain employees of the County of St. Clair; and

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

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

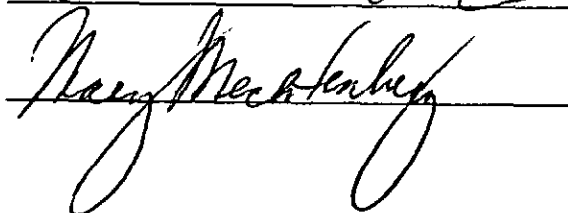
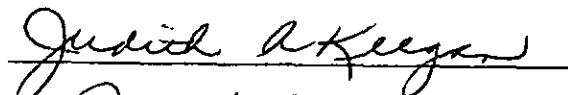
NOW, THEREFORE, BE IT RESOLVED, that the Collective Bargaining Agreement (Attached Exhibit "A"), for the period January 1, 1993 through December 31, 1993, is hereby approved and adopted.

DATED: December 15, 1993

Reviewed and Approved by:



ELWOOD L. BROWN
Corporation Counsel
301 County Building
Port Huron, MI 48060



A G R E E M E N T

BETWEEN

THE ST. CLAIR COUNTY BOARD OF COMMISSIONERS

AND

THE MICHIGAN NURSES ASSOCIATION

JANUARY 1, 1993

THROUGH

DECEMBER 31, 1993

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AGREEMENT, MAINTENANCE OF AGREEMENT, AND SAVING CLAUSE

This Agreement, made and entered into this first day of January, 1993 between the Board of Commissioners of the County of St. Clair, State of Michigan, hereinafter referred to as the "Employer" and the Michigan Nurses Association and its affiliate the St. Clair County Registered Professional Nurses Staff Council, hereinafter referred to individually or collectively as the "Association".

The parties recognize that this Agreement is subject to the Constitution and Laws of the United States and the State of Michigan. To the extent that any provisions of this Agreement are in conflict with the provisions of any law, they shall be deemed modified to the extent necessary so that they will comply with the applicable provisions of any statute, law or court decision, State or Federal, now in effect or passed in the future.

If any article or section of this Agreement should be held invalid by operation of law, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

PURPOSE AND INTENT

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

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

ARTICLE 1
RECOGNITION

Association Recognition

1.1: The Employer hereby recognizes the Michigan Nurses Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965 of the State of Michigan, for a unit consisting of all registered nurses employed by the Employer but excluding supervisors as defined in the Act, and excluding all other employees, for purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

Temporary Permit Employees

1.2: Persons who are awaiting Michigan registration and who are employed as nurses in the recognized bargaining unit defined above, either as full time or part time employees, under a temporary permit issued by the Michigan Board of Nursing, shall be included in this unit. Nurses employed on temporary permits pending Michigan Registration, shall work at the starting rate of the salary schedule until fully registered, at which time they shall be placed on the appropriate step in terms of credit for experience in the salary schedule as provided herein. Nurses employed on temporary permits shall be considered as probationary for as long as their permit is temporary. Nonetheless, the Employer shall have the right to terminate a nurse who does not have and cannot get a license. Further, the securing of a regular license shall not shorten the probationary period.

Classifications and Positions

1.3: The following classifications of Nurses shall be subject to the bargaining unit. Newly hired Nurses may be placed on the salary schedule up to the four (4) year salary step as determined exclusively by the Employer. Nurses, who are members of the bargaining unit, may be advanced in the salary schedule based upon exceptional merit, experience and/or education, as determined exclusively by the Employer. Be it provided that each nurse (including part-time employees) shall be automatically entitled to an annual step increase until attaining the maximum step of their classification pay range. The nurse shall be classified by one of the following four classifications as required by the Employer;

- a. Registered Nurse (R.N.)
- b. Public Health Nurse I (P.H.N. I)
- c. Public Health Nurse II (P.H.N. II)
- d. OB/GYN Nurse Practitioner (OB/GYN N.P.)

ARTICLE 2

ASSOCIATION SECURITY

2.1: All nurses covered by this Agreement who are presently members of the Association, shall as a condition of continued employment, remain members of the Association or pay a service fee to the Association during the term of this Agreement. Subject to Section 3 below, all employees who are not presently members of the Association shall, as a condition of continued employment, become and remain members thereof within thirty-one (31) days of the date of ratification of this Agreement.

2.2: Employees newly hired after the date of ratification of this Agreement shall be required as a condition of continued employment, after the end of thirty-one (31) days employment with the Employer, and subject to Section 3 below, to become and remain members of the Association or to pay a service fee to the Association during the life of this Agreement.

2.3: Notwithstanding the foregoing, any nurse who does not desire to become a member of the Association shall annually pay a service fee to the Association equivalent to the amount of Association dues as a condition of employment.

2.4: Subject to the rights of the employee under applicable law any employee who fails to comply with the provisions set forth above, shall have their employment with the Employer as a nurse terminated, after not less than thirty-one (31) days following the mailing of a written notice, sent certified mail, from the Association to the employee notifying them of their default under this Article, if such default is not remedied during that period. A copy of such notice shall be mailed simultaneously to the Employer.

2.5: Employees who shall tender the periodic dues uniformly required as a condition of acquiring or retaining membership, or a service fee equivalent thereto, shall be deemed to have met the conditions of this Article.

2.6: Employees may have their annual membership dues (or service fees) deducted from their earnings by signing a Payroll Authorization Form, or they may pay such dues (service fees) directly to the Association under any of its plans for dues collection. Employees who have executed such Authorization Form may have it cancelled as provided on the form.

2.7: The Employer will submit a list, monthly, to the Association or staff council on a form provided by the Association, indicating the names of the employees to be added or deleted or pay a service fee to the Association. Failure to provide the list shall be subject to the Grievance Procedure. Should the County be unable to provide a timely list, it shall notify the Association of the reason and when it will provide said list.

2.8: Annual Association dues (service fees) shall be deducted from the first two (2) paychecks in each month (with appropriate adjustments being made for any employee who is on leave or layoff).

2.9: The Association shall, at least thirty (30) days in advance of the start of each calendar year, give written notification to the Employer of the amount of the dues (service fees) which are to be deducted. The deduction amounts for these dues (service fees) shall not be subject to change during the entire calendar year except for one (1) mid-year adjustment, upon the Association providing no less than thirty (30) days written notice to the Employer of such change.

2.10: Dues (service fees) deducted shall be sent to the Association at its office located at 2310 Jolly Oak Road, Okemos, MI 48864-4599, or as otherwise designated by the Association.

2.11: Deductions shall be made only in accordance with the provisions of this Agreement. The Employer shall have no responsibility for the collection of any initiation fees, membership dues, service fees, special assessment, or any other deductions, not in accordance with this provision.

2.12: During the life of this Agreement and in accordance with the terms on the form of Payroll Authorization Form hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Association membership dues (service fees) levied in accordance with the Constitution and Bylaws of the Association from the pay of each employee who executes the following authorized Payroll Deduction Form:

AUTHORIZATION FOR PAYROLL DEDUCTION

BY: _____
Last Name First Name

I hereby authorize St. Clair County to deduct bi-monthly from my earnings a sufficient amount to provide for the regular payment of membership dues (service fees) established from time to time by the Association in accordance with its Constitution and Bylaws. The sums deducted are hereby assigned by me to the Michigan Nurses Association in such a manner as may be agreed upon between my Employer and the Michigan Nurses Association at any time while this authorization is in effect.

I submit this authorization and assignment with the understanding that it will be effective and irrevocable for a period of one year from this date, or up to the termination of the current collective bargaining agreement, whichever occurs sooner.

This authorization, assignment, and direction shall continue in full force and effect for yearly periods beyond the irrevocable period unless revoked by me not more than 20 and not less than 10 days prior to the expiration of any irrevocable period hereof. Such revocation shall be effected by written notice by certified mail to the Employer and the Michigan Nurses Association within such ten (10) day period.

License Number

Social Security Number

Signature

Date

2.13: A properly executed copy of such Payroll Authorization Form for each employee for whom such dues or service charges are to be deducted hereunder shall be delivered to the designee of the Employer before any payroll deduction is made. Deductions shall be made thereafter only under such Payroll Authorization Forms which have been properly executed and are in effect. Any such form which is incomplete, or in error, may be returned to the employee by the Employer.

2.14: Deductions under all properly executed Authorization Forms shall become effective at the time such forms are tendered to the designee of the Employer and annual dues (service fees) shall be deducted as hereinbefore provided.

2.15: In cases where a deduction is made that duplicates a payment that an employee has already made to the Association, or where a deduction is not in conformity with the provisions of the Association Constitution or Bylaws, refunds to the employee will be made by the Association.

2.16: An employee shall cease to be subject to payroll deductions beginning with the month immediately following the month in which they are no longer a member of the bargaining unit. The Association will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

2.17: Any dispute between the Employer and the Association which may arise as to whether or not an employee properly executed or properly revoked a Payroll Authorization Form, or concerning the membership of an employee in the Association, shall be reviewed with the employee by the Employer. Should the review not dispose of the matter, the dispute may be referred to the Grievance Procedure.

2.18: The Employer shall not be liable to the Association by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

2.19: The Union shall indemnify, defend, and save the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or as a result from any conduct taken by the County for the purposes of complying with the provisions of this article. It is further agreed that neither any employee nor the Union shall have any claim against the County for any deductions made or not made, as the case may be, except that the County shall be responsible to provide the Union with dues deducted from the employees' pay.

ARTICLE 3

MANAGEMENT RIGHTS

3.1: The Employer retains the sole right to manage its business, including the right to decide the number and location of departments and divisions, the types of machines and other equipment, the kinds and numbers of services and the scheduling of such services to maintain order and efficiency in its departments and divisions, to hire, layoff, assign, transfer, and promote employees and to determine the starting and quitting time and the number of hours to be worked, subject only to such regulations and restrictions governing the exercise of these rights as are expressly provided in this Agreement.

ARTICLE 4

NON-DISCRIMINATION

4.1: The Employer shall not discriminate against any employee because of race, color, national origin, religious affiliation, sex, marital status, age, unrelated physical handicap, physical appearance, membership or activity on behalf of the Association.

4.2: The Association with regard to membership or Association activity will not discriminate for any of the reasons set forth above.

ARTICLE 5

REPRESENTATION

Professional Committee

5.1: The Association shall be represented in the grievance procedure, special conferences, and negotiations by a Professional Rights and Responsibility Committee, hereafter referred to as the PR & R Committee composed of a maximum of three (3) members of the local nurses staff council which will include the chairperson, the co-chairperson and one committee member who is chosen by the members of the staff council.

Committee Member Notification

5.2: The local Staff Council of the Association will furnish the County with the names of the membership of this committee and their alternates.

Grievances - Released Time

5.3: The PR & R Committee members shall, without loss of pay, be permitted to leave their work during regular working hours, for purposes of investigating and presenting grievances to the County, after arrangements have been made with the Director of Nurses. The PR & R Committee member shall not process any grievances beyond the scheduled shift.

Grievance Adjustment

5.4: The PR & R Committee members shall process grievances at all steps of the grievance procedure, however, the Committee or the County may request participation of a representative(s) of the Michigan Nurses Association State Office when a grievance reaches the Step Three (3) of the grievance procedure.

Travel Time

5.5: When scheduled negotiations, and/or scheduled grievance procedures are carried on away from the place of employment of the nurse representing the PR & R Committee, such member of the PR & R Committee will be excused from work one-half hour before the beginning time of such scheduled meeting and shall return to work within one-half hour after the session ends. Such nurse shall have the right to punch in and work during the remaining period of the regular shift and will not be required to work overtime for the purpose of making up time spent in such negotiations and grievance procedure.

Representation Changes

5.6: Any problems arising under the representation provision not covered herein, shall be taken up directly with the PR & R Committee.

Access by Association

5.7: Representatives of the Michigan Nurse Association may visit the nurses they represent for the purpose of representing such nurses in the grievance or special conference procedures, at reasonable times during working hours, provided that there is no interference with patient care or routine work. Arrangements for such meetings should be made with the Department Head.

ARTICLE 6

SPECIAL CONFERENCES

6.1: Special Conferences for the improvement of professional working relations, health, safety and nursing standards will be arranged between the Chairman of the Nurses Staff Council of the Association and the designated County representative upon the request of either party. Special conferences shall not be used for collective bargaining. Such meetings shall be between two (2) officers of the local Nurses Staff Council, and not more than two (2) non-employee representatives of the Association, and the County representatives. Arrangements for such special conferences are to be made in advance and an agenda of the matters to be taken up at the meeting shall be presented in writing at the time the conference is requested. Matters to be taken up in special conferences shall be confined to those matters included in the agenda. Conferences shall be held at times agreeable to both parties.

6.2: Members of the Association shall lose neither time nor pay for time spent in such special conferences held during their scheduled working hours.

ARTICLE 7

PROFESSIONAL MEETINGS

7.1: The County will encourage and may require attendance by registered professional nurses at professional meetings where attendance is likely to increase the competency of a nurse in their professional capacity. The County agrees not to require attendance as described above where such attendance would constitute a personal or financial hardship.

7.2: Nurses who desire to attend a professional meeting may submit a request to the Director of Nursing. Nurses who attend a professional meeting shall receive their normal pay and the County shall pay all reimbursable expenses.

ARTICLE 8

GRIEVANCE PROCEDURE

8.1: STEP 1

- a. Any nurse having a complaint based upon an event, condition, or circumstance under which a member or members work, allegedly caused by an interpretation of a published policy or any provision of this Agreement shall within ten (10) working days of the alleged grievance take the matter up with the Director of Nursing who shall answer the grievance. Any nurse may request the Nursing Director to call the PR & R Committee Representatives to handle the grievance with the Nursing Director. In this case, the PR & R Committee will be notified without due delay and without further discussion of the grievance. This procedure shall not unduly delay the operation of the Employer. The Staff Council agrees to limit to one person the number of people used to handle a grievance, except for cases of discharge or discipline which may lead to discharge.

8.2: STEP 2

- a. Grievances shall be considered settled at Step 1 unless reduced to writing on appropriate forms signed by the aggrieved nurse and delivered to the office of the Administrative Director within five (5) working days after the meeting or adjourned meeting at Step 1.
- b. The designated Association representatives and the grievant, shall not suffer any loss of pay while meeting with the Employer on the matter.
- c. The Administrative Director shall have five (5) working days to answer the grievance in writing.

8.3: STEP 3

- a. Grievances shall be considered settled at Step 2 unless written notice is delivered to the Personnel Director within five (5) calendar days after completion of Step 2.
- b. Such notice shall contain a request by the Association that a hearing be held within ten (10) working days of the delivery of said notice for the disposition of said grievance. At such hearing, both the Association and the Employer may request the presence of any and all parties who have been involved in the grievance up to this step.
- c. At such hearing(s) the Employer may be represented by its designated representatives and the Association may be represented by its designated representatives and non-employee Association representative, as is appropriate. The Association representatives and the Grievant, and such witnesses who may be employees of the Employer shall suffer no loss of pay as the result of their presence at the meeting.
- d. The designated representative of the Employer shall deliver the opinion of the Employer, relative to the grievance to the Association, in writing within five (5) working days following the hearing.
- e. If additional time is deemed necessary to properly investigate matters relative to the grievance at any step outlined above, such additional time may be granted only if mutually agreed upon between the Association and the Employer, and confirmed in writing.
- f. It is agreed that Saturday, Sunday, and holidays shall not be counted in computing time limits provided herein.

8.4: STEP 4

- a. In the event the Association determines to pursue the matter to arbitration, it shall within thirty (30) calendar days notify the Personnel Director in writing of its intent to arbitrate the issue. The Arbitrator shall be selected from the American Arbitration Association, federal mediation and conciliation service or as may be otherwise mutually agreed upon by the parties.
- b. The fees and expenses of the Arbitrator shall be borne equally by the parties. All other expenses of arbitration shall be borne by the party incurring such expenses.

- c. It is understood that the word "Association" as used in Section 8.4: a above means the Michigan Nurses Association exclusive of the St. Clair County Registered Nurses Staff Council.
- d. The Arbitrator shall have powers as hereby limited after due investigation, to make a decision in cases of alleged violations, misinterpretations, or misapplications of a specific Article and Section of this Agreement.
- e. The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

ARTICLE 9
WITHHOLDING OF PROFESSIONAL SERVICES

9.1: It is recognized that the needs for care and proper treatment of patients are of paramount importance and that there should be no interference with such care and treatment.

9.2: Adequate procedures provide for the equitable settlement of grievances arising under this Agreement. The Association, and the members of the bargaining unit under this Agreement will not engage in or encourage any strike, sit-down, stay-in, slow-down, or other similar action which would interfere with the treatment and welfare of the patients or the services of the Department.

9.3: The Employer shall have the right to discipline or discharge any employee participating in such interferences and the Association agrees not to oppose such action. It is understood, however, that the Association shall have recourse to the grievance procedure as to matters of fact in the alleged actions of such employees.

9.4: The Employer will not lock out any employee during the term of this Agreement.

ARTICLE 10
ROLE OF THE NURSE

10.1: The Employer as a community institution and the Registered Professional Nurses as a professional group share the common responsibility of providing to the citizens who require it, nursing care which is both safe and adequate and to define and recognize the proper role of the Registered Professional Nurse in the operation of the Medical Centre.

10.2: The Employer recognizes that Registered Professional Nurses are responsible for the direct and/or indirect total nursing care of the patients. Modern facility nursing care which is consistent with current practice requires the direct assistance of various auxiliary personnel and services to the nurses in order to provide adequate nursing care to patients.

10.3: The parties agree that the nurse must and shall have the authority commensurate with the responsibility for directing the work of the auxiliary nursing personnel who are to be employed in a sufficient number so as to adequately assist with the various nursing functions and services on all shifts which are recognized and required as a part of total nursing care. The auxiliary nursing personnel currently include Licensed Practical Nurses, Practical Nurses, Orderlies, Nurses Aides, and Ward Clerks.

10.4: The parties further agree that certain required auxiliary services which are necessary for providing total patient care are routinely assigned to other facility employees which include delivery of meals, housekeeping after patient discharge, cleaning service rooms of a ward, dispensing and delivery of non-prepackaged drugs to a ward, and the ordering of floor supplies when there are sufficiently trained ward clerks.

10.5: Registered Professional Nurses should not be expected to perform these services as a routine function so they are left free to carry out their primary responsibility of patient care. However, this statement of intent shall not excuse a nurse from performing any assignment consistent with the professional ethics and judgment given to them by their supervisor which is connected with patient care. The parties also acknowledge that this statement of intent recites desired goals which may not presently be fully implemented, but which shall be a subject of reasonable cooperative effort to upgrade patient care.

10.6: Public Health Nurses work as members of a health team to further community health. They utilize the philosophy, content, and methods of both professional nursing and public health. Public Health Nurses participate in the diagnosis, planning, and treatment of community health needs. They provide nursing services to individuals and families at home, at school, at work, and in hospitals, clinics, nursing homes, and other settings. Public Health Nurses participate in educational programs for nurses, community groups, co-workers in public health, and allied professions. In all phases of the work, they emphasize promotion and maintenance of health, prevention of disease and disabling conditions, comprehensive care, including maximum rehabilitation of the sick and disabled.

10.7: The Public Health Nurse frequently serves as liaison in bringing together the professional and non-professional workers involved in insuring continuity of care and comprehensive services to individual patients and families; they present the potential of public health nursing's contributions in community program planning and in diagnosis and treatment of community illness; they lend their support and their special skills to the total configuration of public health practice.

10.8: The parties agree that filing, typing, and other routine clerical functions are not the routine responsibility of Public Health Nurses.

10.9: The Employer agrees that it will make every reasonable effort to implement the above definition of functions and responsibilities by adoption of suitable policies and procedures so that Public Health Nurses can be fully utilized in providing the best possible public health nursing care.

ARTICLE 11 SENIORITY AND PROBATION

11.1: Definition of Seniority - Seniority shall be computed as follows:

- a. Full time nurses shall accumulate seniority from their last date of full time hire. Seniority shall be computed on the basis of full time service, unless otherwise abridged by this Agreement.
- b. Part time nurses shall accumulate seniority based on the total number of actual hours worked from their last date of hire as a part time employee.

11.2: Full or Part Time Status Change

Nurses whose full or part time status changes shall be entitled to seniority as follows:

- a. A full time nurse who becomes part time, shall have their length of service converted into hours based on either 1,950 or 2,080 annual hours, whichever may apply.
- b. A part time nurse who becomes full time, shall have their seniority date established by computing their total actual accumulated hours of work while part time into years, months, and days.

- c. The same formula as provided above shall apply, should a nurse's status change regardless of the number of times.

11.3: Loss of Seniority

A nurse shall lose seniority for the following reasons:

- a. Quits.
- b. Is discharged and such discharge is not reversed with seniority restoration ordered.
- c. Does not return to work when recalled from a layoff, unless such return is beyond the control of the nurse.
- d. Retires.
- e. Dies.
- f. Is absent without approval for two (2) consecutive work days without a call-in, unless the employee can prove extenuating circumstances that prohibited notification of the Employer.

11.4: Probationary Period

A full time nurse shall be on probation for the first four (4) months of their employment as full time. A part time nurse shall be on probation for the first six (6) months of their employment as part time.

11.5: Probationary Period Extension

The probationary period may be extended up to a maximum of two (2) months for full time nurses or part time nurses, if the nurse's attendance or performance is questionable as determined by the Employer. The nurse shall be notified in writing no less than one (1) week in advance of an extension by the Employer.

11.6: Probationary Period Evaluation

The Employer will formally review and evaluate the performances of the nurse in writing at least one month prior to the end of the probationary period and/or extension. The nurse shall receive a copy of the evaluation. Failure to provide an evaluation prior to the completion of the probationary period or extension, shall prohibit the Employer from extending initial probation or providing the nurse a probationary release.

11.7: Probationary Release

A nurse who does not perform satisfactorily while on probation shall have their employment terminated as a probationary release. Such release shall not be subject to the Grievance Procedure.

ARTICLE 12

MAINTENANCE OF DISCIPLINE

12.1: It is assumed that each registered professional nurse will abide by such rules of professional conduct so the efficient operation of the facility and the professional care of patients is maintained.

12.2: Any discipline of a nurse that does not warrant discharge or a summary discipline will be of a corrective nature and will be based on a verbal warning followed by a written warning before the nurse is disciplined.

12.3: Individual discipline penalties, including discharge for just cause, may become the subject for a grievance.

12.4: Changes in department rules of policies for the conduct of registered professional nurses, when drafted by the department, shall be presented to the Association thirty (30) days prior to their being placed in effect.

12.5: Proposed changes in department rules or policies for the conduct of registered professional nurses shall be subject to the Grievance Procedure.

12.6: The PR & R representative shall receive a copy of all disciplinary action which involves written warning, lost time, or discharge. Such copy shall be transmitted within five (5) days of the date action is taken by Certified mail.

Nurses may review their own personnel records upon request of the employee. Such review shall be at a reasonable place and time as determined by the Employer.

12.7: A nurse who does not notify the department head of the reason for an absence within two days of a scheduled workday, shall be notified that all seniority has been lost and that employment has been terminated, unless such notice was not possible for reason beyond the control of the nurse.

12.8: In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than six (6) months prior in the case of an oral warning and two (2) years prior in cases of all other forms of discipline unless such prior infraction involves an intentional falsification of their application or records of the Employer which had not been formerly disclosed in writing to the Employer.

12.9: The Employer shall, within five days following any disciplinary action taken against a member or members, notify the M.N.A. by Certified mail.

ARTICLE 13 PROMOTIONS AND TRANSFER

13.1: Posting of Vacancies

The Employer shall post a notice of a nursing job vacancy occurring within the bargaining unit in its various locations, in a conspicuous place. The posting shall include:

- a. A brief description of the job;
- b. The salary range;
- c. The shift (if other than days);
- d. The location (i.e., building or division).

13.2: The job shall be posted for ten (10) working days, (excluding Saturday, Sunday, and holidays).

13.3: Nurses applying for the position shall make a written application either on the Employer's application form or in resume form, to the designee indicated on the posting. The resume, if submitted by the nurse, shall provide:

- a. Candidate's name;
- b. Date employed;
- c. Current classification;
- d. Qualifications for job (experience, skills, and/or education).

13.4: The County shall not be prohibited or restricted from recruiting a Registered Nurse from among non-bargaining unit members simultaneous to posting the job vacancy notice within the bargaining unit. The County shall recruit candidates for Public Health Nurse I & II from within the bargaining unit by posting a notice of all vacancies. In the event a qualified candidate is not recruited, the County shall be entitled to recruit non-bargaining unit persons.

13.5: In making the award of the job, the Employer will consider the employee's qualifications and seniority.

13.6: Method of Evaluation

In all cases of promotion or transfer of nurses from one classification to another, the following factors shall be considered:

- a. Length of service - seniority;
- b. Knowledge, training, ability, skill and efficiency, which may in part be determined by written and/or oral examination selected solely by the Employer;
- c. Physical fitness by medical certificate;
- d. Attendance record;
- e. Education.

Where factors b, c, d, and e are relatively equal, the length of service shall govern.

13.7: Trial Period

A trial period shall be provided as follows:

- a. Ninety (90) working days for a transfer.
- b. Sixty (60) working days with an extension of an additional ten (10) working days for a promotion.

The Employer shall notify the Association and nurse in writing of an extension indicating its reason for such extension. An extension shall not be subject to the Grievance Procedure.

During the trial period, a nurse who is unsatisfied or unsatisfactory shall be returned to their former position without recourse of the Grievance Procedure.

13.8: Emergency Transfers

Emergency transfers may be made by the department head provided the nurse is paid not less than her existing salary or the salary of the temporary position, whichever is higher.

13.9: Positions Outside Professional Unit

If a nurse is transferred to a position in the County not included in the bargaining unit, or to a position in the unit not covered by this Agreement, and thereafter returns at least within six (6) months but no greater than one (1) year to a position within the unit covered by this Agreement, the nurse will accumulate seniority while working in the position to which the nurse was transferred. Nurses transferred under the above circumstances, upon returning to a position within the unit covered by this Agreement, shall be entitled to include their total seniority time for the purpose of determining their rights to any future benefits provided other nurses in the unit, in accordance with the provisions of this Agreement.

ARTICLE 14
TERMINATION OF EMPLOYMENT

14.1: Registered professional nurses who resign from service with the County shall submit to their department head a letter of resignation at least two weeks prior to their last day of employment.

14.2: At least two weeks written notice of termination of employment by the Employer shall be given to an employee, except in case of discharge for cause.

14.3: The nurse shall forfeit one day of retrievable sick leave pay for each workday short of the required two weeks notice of a voluntary quit. The week shall be defined as five consecutive days with two (2) days of rest.

ARTICLE 15
HOURS OF WORK AND OVERTIME

15.1: Full Time Nurses

The workday shall be comprised of seven and one-half (7 1/2) or eight (8) hours as established by past practice. The workweek shall consist of thirty-seven and one-half (37 1/2) or forty (40) hours as established by past practice. A nurse shall work thirty-seven and one-half (37 1/2) or forty (40) hours a week as determined by past practice to be considered full time. At the Public Health Department, full time nurses shall work a week of Monday through Friday from 8:00 am to 4:30 pm including a one hour lunch period and two (2) fifteen (15) minute rest periods, one in the morning and one in the afternoon. The daily hours of work for the Public Health Care nurse may be altered to conform to the hours of special clinics.

The most senior qualified nurse shall be requested to work special clinics. If the nurse declines the opportunity, the second senior qualified nurse shall be requested to staff the special clinics, etc. If all qualified nurses refuse the assignment, then the Employer may require the least senior qualified employee to staff the special clinic. Special clinics are defined as evening clinics such as Family Planning Clinic and AIDS Program.

15.2: Part Time Nurses

A. A nurse who is scheduled to work for less than full time, as previously defined herein, shall be classified as part time. They shall:

1. Be paid at the same hourly rate as a full time nurse employed in the same job classification.
2. All nurses, who are members of the bargaining unit shall be advanced on the salary schedule by one step per year of service.
3. Be paid for holidays worked on the same basis as full time employees.
4. Be provided vacation as set forth in 19.1 and 19.2.
5. Be provided the uniform allowance as set forth in 16.1 through 16.4.
6. Be provided leave of absence as set forth in 21.1 through 21.3.
7. Be provided injury leave (worker's compensation) as set forth in 23.1 through 23.4.

8. Be provided mileage as set forth in 17.1 through 17.5.
9. Be provided educational courses as set forth in 25.1 through 25.4.
10. Be provided the health program as set forth in 24.1 through 24.5.
11. Be provided the liability coverage as set forth in 26.6.
12. Be provided the hospital-medical insurance as set forth in 26.1.
13. Be provided the life insurance as set forth in 26.4.
14. Be provided the dental insurance as set forth in 26.3.

B. Nurses who assumed part time status prior to January 1, 1975 shall:

1. Receive vacations in accordance with Article 19 - Vacations, if normally scheduled to work half time or less. In the event the nurse is normally scheduled to work more than half time, the nurse shall be entitled vacation based upon seventy-five percent (75%) of the full time schedule.
2. Receive sick days based upon normally scheduled hours. A nurse who works half time or less shall be entitled to accrue one half (1/2) day a month. A nurse who works more than half time shall be entitled to accrue three-fourth (3/4) days a month.
3. Receive dental insurance at no premium cost to the nurse.
4. Receive holiday pay as provided for full time nurses.
5. Receive hospitalization and life insurance at no premium cost to the nurse.

15.3: Newly hired Nurses may be placed on the salary schedule up to the fourth annual step. Nurses who are members of the bargaining unit, may be advanced in the salary schedule based upon exceptional merit, experience and/or education, as determined exclusively by the Employer. An advance which is arbitrary, capricious or discriminatory is a proper subject for grievance.

15.4: Hours of Work

The Employer shall determine the starting and quitting time of all nurses and facilities.

- a. Each nurse working six (6) or more consecutive hours shall be entitled to two (2) fifteen (15) minute breaks, one in the first half of their shift, and one in the second half of their shift, as scheduled or designated by the supervisor.
- b. Nurses who work less than six (6) hours shall be entitled to a fifteen (15) minute break at the midpoint of their regular workday.
- c. The nurses of the Medical Centre who are eligible for a lunch period shall be entitled to thirty (30) minutes of paid lunch period. All other nurses, who work at facilities based on a thirty-seven and one-half (37 1/2) hours of work a week, shall be entitled to one (1) hour of unpaid lunch period if eligible for a lunch period.

15.5: Overtime

Nurses shall be compensated at time and one half (1 1/2) their base hourly rate for:

- a. All work performed in excess of their normally scheduled hours in a day or shift. Normally scheduled hours shall mean seven and one-half (7 1/2) or eight (8) hours as may apply.
- b. All work performed in excess of their normally scheduled hours in seven (7) consecutive day workweek. Normally scheduled hours shall mean thirty-seven and one-half (37 1/2) or forty (40) hours as may apply.
- c. The provisions of (a) and (b) shall be applied individually to each situation and not collectively.

A nurse shall not have overtime compounded by applying provision (a) and (b) in the same instance.

- d. All work performed by nurses on the seventh (7th) consecutive workday or shift shall be compensated at a rate of twice the base hourly rate.
- e. Any nurse called to work before the start of their regular shift shall receive time and one-half (1 1/2) for the time worked prior to their normal start only.
- f. On a call back, a nurse reporting for overtime shall be guaranteed at least three (3) hours pay at the rate of time and one-half (1 1/2).

15.6: Scheduling Overtime

The Employer shall determine the need for overtime. Overtime shall be distributed according to the ability of the employee to perform the function required and as equally among qualified employees as circumstances allow.

15.7: Overtime Notice

No nurse shall be required to work more than eight hours in any twenty-four (24) hour period without reasonable notice.

15.8: Compensatory Time

Nurses will be permitted the option of taking compensatory time off in lieu of overtime pay provided this choice is indicated at the time overtime is requested, and reasonable notice is given before the time off is taken.

15.9: On Call Provision (Weekends)

Public Health Department Nurses who are required to provide nursing care on weekends shall receive compensatory time at a rate of one and one-half (1 1/2) times for hours actually worked. The nurse shall be guaranteed a minimum of three (3) hours compensatory time or one and one-half (1 1/2) the time actually worked on Saturday or Sunday, whichever is greater.

15.10: On Call Provision (Holidays)

Public Health Department Nurses who are required to be on call on days designated by the County as holidays shall receive compensatory time at the rate of time and one-half (1 1/2) for all those hours which they are required to be available. They shall receive compensatory time off at the rate of two (2) times for all hours actually worked.

15.11: Pay Advance

If a regular pay day occurs during an employee's vacation, the employee may request a pay advance. Advance pay shall be paid on a regular pay day only. A request for advance pay shall be made no less than ten (10) working days prior to the regular pay day the check is to be received. Payment shall not be made for more vacation days than have been earned upon the date of the request of advance pay. The employee shall be issued one pay advance only within each calendar year.

ARTICLE 16

UNIFORM ALLOWANCE

16.1: Full time nurses shall be granted uniform allowance in the following amounts:

- a. Nurses of the Medical Centre shall receive \$275.00 in a calendar year.
- b. Nurses of the Public Health Department shall receive \$370.00 in a calendar year.

16.2: Part time nurses shall be entitled to uniform allowance based on a prorated computation of the number of hours worked in the preceding six (6) months. Be it provided that the payment shall not exceed fifty (50%) of half the annual allowance.

16.3: The allowance shall be paid in two (2) equal parts; the first full pay period of June and December each calendar year.

16.4: Nurses hired, transferred into, or changing from part time to full time or full time to part time in the bargaining unit shall receive a prorated allowance based on the number of hours worked in the period prior to but not greater than six (6) months.

ARTICLE 17

MILEAGE

17.1: Employees who use their personal vehicles on business required by the Employer shall be reimbursed at the maximum I.R.S. allowable per mile non-taxable amount.

17.2: Nurses shall receive mileage reimbursement for travel from home to the following situations:

- a. The first work assignment is greater in distance than the distance from the nurse's home to the main or branch office.
- b. The last work assignment to the main or branch office.
The difference shall be reimbursable to the nurse.

ARTICLE 18

HOLIDAYS

18.1: One day time off will be granted to registered professional nurses for the following legal holidays, established by the Employer.

New Year's Day (January 1)
 Martin Luther King's Birthday (Third Monday of January)
 President's Day (Third Monday of February)
 Memorial Day (Last Monday of May)
 Independence Day (July 4)
 Labor Day (First Monday of September)
 Veteran's Day (November 11)
 Thanksgiving Day (Fourth Thursday of November)
 Friday following Thanksgiving Day
 December 24 (Whenever Christmas Day falls on Tuesday, Wednesday,
 Thursday or Friday)
 Christmas Day (December 25)
 December 31 (Whenever New Year's Day falls on Tuesday, Wednesday,
 Thursday or Friday)

18.2: To qualify for holiday pay the nurse, if scheduled, must report to work the day prior or the day after the holiday. Nurses scheduled to work the holiday but fail to work the holiday shall not receive holiday pay.

18.3: In the event a holiday falls on a Sunday, the following Monday shall be considered as the said holiday. In the event a holiday falls on a Saturday, the preceding Friday shall be considered as the said holiday. Other holidays may be granted by action of the Employer.

18.4: Holidays not worked

- a. A registered professional nurse who is full time will be paid for the above holidays at the regular straight time rate of pay.
- b. Part time registered professional nurses hired prior to January 1, 1975 shall be paid at the same rate as the full time nurses.
- c. Part time nurses hired on or after January 1, 1975 shall be entitled to half (1/2) a holiday's pay for holidays which occur on the nurses' normally scheduled workday.

18.5: Holidays worked

- a. Full time nurses who are scheduled to work and work the day designated as a holiday shall be paid at two and one half (2 1/2) times their regular straight time hourly rate for the hours actually worked. Such rate shall be in lieu of and not in addition to holiday pay for holidays not worked, except that when an employee works less than eight (8) hours on a holiday and is otherwise eligible for holiday pay, shall receive the balance of the eight (8) hours not worked.
- b. Part time nurses hired prior to January 1, 1975 shall be eligible for two and one half (2 1/2) times their regular straight pay under the same limitations and regulations as a full time nurse.
- c. Part time nurses hired on or after January 1, 1975 who are scheduled to work seven and one-half (7 1/2) or eight (8) hours, as may apply, on a holiday, shall be paid at two (2) times their regular hourly rate. However, part time nurses shall not be scheduled less than seven and one-half (7 1/2) or eight (8) hours on holidays to avoid such payment for working on holidays.

18.6: Holiday in Vacation

When a holiday falls within a nurse's vacation period and the nurse is absent from work because of the vacation, the nurse will be paid that holiday in addition to the vacation pay for that day, or receive a day off with pay at the nurse's discretion, but not both.

18.7: Holiday-Leave of Absence or Layoff

A nurse who is on a paid leave of absence or on a layoff at the time a holiday occurs will not be paid for that holiday except if on a sick leave or a layoff caused by a reduction in the Public Health Department's staff which commenced during the week prior to or during the week in which the holiday occurs.

18.8: Holiday Hours Paid

Holiday hours paid for but not worked shall be considered as scheduled hours worked.

18.9: Personal Day

Each nurse covered by this Agreement shall receive each year two (2) personal leave days with such days to be deducted from any accumulated sick days. Such request should be made at least forty-eight (48) hours in advance.

ARTICLE 19
VACATIONS

19.1:

- a. Nurses shall be entitled to vacation to the following schedule:

<u>Years of Service</u>	<u>Full Time Employees Days</u>	<u>Part Time Employees Days</u>
1 - 2	10	5
3 - 4	12	6
5 - 9	15	7 1/2
10 - 14	17	8 1/2
15 - 19	20	10
20 - 24	22	11
25+	25	12 1/2

- b. The full allocation of days according to the above schedule shall be credited to the employee upon each anniversary of employment with the Department.
- c. An employee shall not be entitled to use more days than have been earned or in advance of days to be credited. Vacation days shall not be used prior to their being credited or beyond the number of those days accumulated.
- d. An employee shall not be entitled to carry forward more than ten (10) days of vacation credit into their anniversary year.
- e. Vacation days must have the prior approval of the Employer to be used. Approval shall be contingent upon meeting the operational needs of the Department but approval shall not be unreasonably withheld. Scheduling shall be on a "first come, first served" basis. Seniority shall prevail when requests are simultaneous.
- f. A holiday occurring during a paid vacation leave shall not be deducted from the vacation accumulation.
- g. Upon termination or retirement the employee, or upon death the employee's beneficiary, shall be paid for all unused days and a prorated payoff of vacation time from their date of separation retroactive to their last anniversary of employment.

19.2: Employees may convert sick days to vacation days with a maximum of six (6) converted vacation days per year with the following restrictions:

- a. Upon completing conversion, the employee must have a balance of no less than five (5) sick days.
- b. Converted vacation days are subject to all the provisions of this Article.
- c. Conversion shall be according to the following schedule based upon departmental seniority:

<u>Months of Seniority</u>	<u>Sick Days</u>	<u>Vacation Days</u>
13 to 24	5 convert to	1
25 to 26	4 convert to	1
37 to 48	3 convert to	1
49 or more	2 convert to	1

- d. Sick days may only be converted to whole and not fractional vacation days in accordance with the preceding schedule.

ARTICLE 20
JURY DUTY, COURT TIME

20.1: Jury Duty - Notification

A nurse who is called for jury duty shall notify the Director of Nurses immediately upon receiving notice of such call.

20.2: Jury Pay Supplement

If a nurse serves on jury duty during days when normally scheduled to work, the County will provide the normal bi-weekly pay check and the nurse shall turn over the jury pay to the County. Any reimbursements, such as by way of example, mileage, meals, lodging, and/or reimbursable out-of-pocket expenses shall belong to the nurse. If paid as part of the jury pay, the County shall provide the reimbursement portion only to the nurse in a reasonable time and manner.

20.3: Jury Duty - Accrued Time

Days on which the nurse performs jury duty shall be considered as time worked.

20.4: Court Time

Employees who are subpoenaed to produce records or to act as a witness shall continue to receive their normal pay when employment related.

Any compensation, such as subpoena or witness fees, but not including reimbursement of actual personal expenses, shall be surrendered to the County.

ARTICLE 21

LEAVES OF ABSENCE

21.1: Leaves of absence for reasonable periods, not to exceed one year will be granted without loss of seniority for:

- a. Maternity leave;
- b. Illness leave (physical or mental); and
- c. Prolonged illness of spouse or child.

Such leave may be extended for like cause by consent of the Employer. Be it provided, however, that such leave or extension thereof, shall be consistent with meeting the operating needs of the Department.

21.2: Leaves of absence for reasonable periods, not to exceed one (1) year may be granted without loss of seniority for:

- a. Serving in any Union position.
- b. Educational purposes, when job-related. Such leave may be extended for like cause by consent of the Employer.
- c. Other special cases which may be decided individually by the Employer.
- d. Illness in the immediate family.

Be it provided, however, that such leave or extension thereof, shall be consistent with meeting the operating needs of the Department.

21.3: All leaves based upon illness, including maternity, shall be supported by a statement from the attending physician when requested by the Employer. In all cases of illness, extending beyond seven (7) calendar days, a statement by the attending physician shall be furnished each seven (7) calendar days of the illness or at intervals appropriate to the physician's statement as to the length of disability, evidencing the inability of the nurse to return to normal work duties.

21.4: The Employer may require the nurse of leave, due to an illness, to submit to an examination by a physician chosen by the Employer, provided the charges by the physician are paid by the Employer.

21.5: The requirements of Section 3 and 4 may be waived by the Employer, but such waivers shall not form the basis for submitting a grievance when such waiver is not granted.

21.6: A nurse shall not be entitled to return to work from a leave due to illness without medical verification of recovery from the attending physician, and may be subject to Section 4.

21.7: Extension of a leave of absence shall be at no more than one (1) month intervals and not to exceed twelve (12) extensions or one (1) year whichever is greater.

21.8: Request of an extension shall be made in writing no less than five (5) working days prior to the expiration date of the leave.

21.9: While on leave of absence without pay, the nurse accrues no vacation time, sick leave, retirement credit, or gain from any other fringe benefit.

21.10: Failure to report to work on the next scheduled workday after a leave of absence expires shall result in the immediate discharge and shall not be subject to the Grievance Procedure. The provision of the section may be waived by the County if extenuating circumstances are proven.

21.11: A nurse elected to an Association position or selected by the Association for an activity which takes them from their employment for more than thirty (30) days, but not more than one (1) year, may with the consent of the Employer receive a leave of absence, without pay and without loss of seniority for the duration of the assignment. A member of the Association employed by the County and elected to a State Council or National Convention, shall be allowed time off, to attend such conventions with the approval of the department head.

21.12: Under no circumstances shall an employee be granted a leave of absence for the purpose of engaging in employment with another employer.

21.13: Employees who are in some branch of the Armed Forces, Reserves, or the National Guard will be paid the difference between their reserve pay and their regular pay with the Employer when they are on full time active duty, provided proof of service and pay is submitted.

The County will comply with all the rights and provisions of the Universal Military Act and any other or subsequent Federal or State Legislature or Regulation affecting the employment and re-employment of members or former members of the bargaining unit and the County's employ.

ARTICLE 22

SICK DAYS

22.1: Full time nurses shall accumulate sick days to be used for days lost to illness or as otherwise provided.

22.2: Full time nurses shall accrue sick days at the rate of one (1) day per month for the first sixty (60) months of continuous service.

22.3: Commencing the sixty-first (61st) month of full time employment the employee shall accrue two (2) days a month.

22.4: Sick days shall accrue to a maximum of one hundred twenty (120) days.

22.5: A nurse shall be eligible to use sick days after completion of the probationary period.

22.6: A nurse shall not be paid more sick days than have been accrued.

22.7: Sick days may be used for absence other than illness to the nurse as follows:

Serious or critical illness to members of the immediate family, not to exceed ten (10) sick days.

22.8: Proof of illness of a nurse's immediate family may be required before payment of sick days is made.

22.9: Proof of a nurse's illness may be required if a nurse exhibits questionable attendance or if a nurse's illness raises the question of fitness to perform normal duties.

22.10: Sick days may be taken in place of normally scheduled workdays, excluding holidays.

22.11: Sick days shall not accrue on a leave of absence without pay.

22.12: Sick days shall be counted as days worked for the purpose of computing all benefits provided by this Agreement.

22.13: Upon termination for any reason, each employee shall be entitled to receive fifty percent (50%) of their accumulated sick days as of their date of separation.

In the case of the death of a member of the bargaining unit, payment of sick leave shall be made to the beneficiary at a rate of fifty percent (50%) of the accrued unused sick days from date of hire.

22.14: Members of the bargaining unit shall be allowed up to five (5) working days with pay as funeral leave days, to be deducted from sick leave, for a death in the immediate family. Immediate family is to be defined as follows:

Mother, father, step-parents, brother, sister, wife or husband, son or daughter, step children, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, niece, nephew, aunt and uncle.

ARTICLE 23

INJURY LEAVE (Worker's Compensation)

23.1: A nurse injured on the job and eligible for Worker's Compensation shall receive their normal pay minus taxes and minus Worker's Compensation benefits pay.

23.2: That pay which supplements Worker's Compensation benefit pay, to provide normal pay minus taxes, shall be deducted from accumulated sick days at the same proportion as the supplement is to the normal pay.

23.3: The nurse shall be eligible to utilize sick days to maintain normal pay minus taxes until such time as Worker's Compensation benefit pay commences as prescribed by law.

23.4: In no case shall a nurse use more sick days than have been earned.

ARTICLE 24

HEALTH PROGRAM

24.1: Physical Examination

A pre-employment examination will be given to all newly appointed registered professional nurses by the County without cost to the employee. Each nurse may have an annual physical examination.

Nurses who elected to have an annual physical examination performed by the County and the remaining part of the physical performed by their own physician shall do so at their own expense.

24.2: Tuberculosis Control

In addition to a chest x-ray and/or tuberculin testing at the time of employment, every nurse is required to have a chest x-ray once a year, on or about the time of their anniversary date.

If the initial O.T. test is positive, additional tests and/or chest x-rays will be taken at six (6) month intervals as recommended by the department head, depending on the individual history of the nurse.

When a nurse has been hospitalized with active tuberculosis, the Director of Nursing will notify the department head who will obtain the names of all employees who may have been exposed to the nurse and institute follow-up procedures.

24.3: Immunization

The County shall provide each nurse the opportunity to receive immunizations as determined by the Employer free of charge.

24.4: Physical Examination

Nurses may be required to take a physical or mental examination as prescribed by the Department.

24.5: Examination Form

Physical examinations are required to be reported on the standard County medical examination form.

ARTICLE 25

EDUCATIONAL COURSES

25.1: Course Eligibility

Any registered professional nurse employed by the County, who desires to enroll in one or more courses at an accredited educational institution in the field of nursing, or in courses which the Director of Nursing or the department head agrees would aid in the practice and performance of services to the County and will contribute to professional growth, may submit in advance of commencing such course or courses, a letter of application to the department head for approval to receive reimbursement for the cost of tuition and books.

25.2: Letter of Application

The letter of application shall list the course or courses to be taken by title and course number along with a short description of the course content and where it is offered.

25.3: Approval of Application

Approval of the nurse's application by the department head will permit the course or courses and assure reimbursement from the Employer for the total cost of tuition and books.

25.4: Reimbursement

If said course or courses are approved, reimbursement for the cost of tuition and books shall be made no later than thirty (30) days after successfully completing the course or courses.

ARTICLE 26

HEALTH, LIFE INSURANCE AND DENTAL CARE

26.1: Each full time employee and each part time employee regularly scheduled to work twenty (20) or more hours a week shall be eligible to participate in the comprehensive medical and hospitalization plan with the following riders:

Hospital Deductible - \$150 - Employee/\$250 - Family
ML - Laboratory and X-Ray Expense Benefits
D45NM - TB and Nervous and Mental Expense Benefits
SAT-2 - Substance Abuse Programs
OPC - Outpatient Psychiatric Care
CC - Convalescent Expense Benefit
XF - Exact Fill Complimentary Coverage
SD - Sponsored Dependent
COB - Coordination of Benefits
\$3.00 Co-Pay - Prescription Drug Rider
Case Management
Precertification
Automobile Accident Exclusion

The County shall have authority to select the health care plan provider, provided such coverage is comparable.

The Employer shall pay the plan cost with the following exceptions:

- a. Employees hired on or after January 1, 1986 shall pay 100% of the SD and/or Medicare XF riders plan costs.
- b. Employees hired prior to January 1, 1986 who do not enroll dependents on the SD and/or Medicare XF riders until after June 1, 1986 shall pay 50% of the rider plan costs and the County shall pay 50% of the plan costs.
- c. Employees hired prior to January 1, 1986 with enrolled dependents shall not pay any of the SD and/or Medicare XF riders plan costs. Be it provided, however, that enrollment changes on or after June 1, 1986 shall be subject to the preceding subsection B.
- d. Part time employees hired on or after January 1, 1975 shall be responsible for all health care plan costs. Part time employees hired prior to January 1, 1975 shall be entitled to participate in the health care plan on the same basis as full time employees.
- e. Employee plan cost shall be paid by way of payroll deduction.
- f. When a nurse is on a paid leave of absence using sick days the County shall continue premium payment to the extent it was obligated to prior to the paid leave. The nurse shall continue premium payment for that portion committed to prior to the paid leave. The nurse who fails to provide premium payment shall forfeit insurance coverage during the paid leave.
- g. Full time employee's eligible to participate in the plan but who elect not to participate shall be entitled annual compensation as follows:
 - * \$1350.00 - Family Plan Subscriber
 - * \$1100.00 - Two Person Subscriber
 - * \$ 650.00 - One Person Subscriber

26.2: All employee plan costs shall be paid by way of payroll deduction in advance of the effective date of coverage. The plan cost(s) shall be paid in equal or near equal installments the first two (2) pay periods of each month.

26.3: The Employer shall provide full time employees and part time employees regularly scheduled to work twenty (20) or more hours in a week who choose to participate the following dental plan:

- a. Coverage shall be that commonly referred to as the plan 100 50/50.
- b. Part time employees hired on or after January 1, 1975 shall be responsible for all dental care plan costs.

26.4: Life Insurance

- a. The Employer shall provide term life insurance in the amount of \$15,000 for all full time nurses and those part time nurses hired prior to January 1, 1975. Part time nurses hired on or after January 1, 1975 shall not be eligible for term life insurance.
- b. Part time nurses hired on or after January 1, 1975 who are regularly scheduled to work twenty (20) hours a week, shall be entitled to life insurance in the amount of \$15,000. The nurse who elects coverage shall pay the entire premium cost.

26.5: In order to acquire and maintain health and/or dental benefits, the employee must enroll and register subsequent changes and modifications as they occur and in accordance with the governing regulations established by the County and/or the plan provider.

26.6: The County shall indemnify each employee against claims of liability which may arise from the course of employment.

26.7: An employee who fails to provide timely notice of a status change may be required to reimburse the County for the difference in plan costs.

26.8: On an approved leave of absence without pay, the employee may continue plan payment within the provision of the plan provider policy or forfeit plan eligibility and coverage.

ARTICLE 27

RETIREMENT PLAN

27.1: The Employer shall continue its present retirement system established pursuant to Section 12a of Act No. 249 of the Public Acts of 1943, as amended; provided however, that amendments therein provided shall not require separate Association approval.

27.2: The detailed provisions of the plan are contained in the booklet entitled, "St. Clair County Employees' Retirement Plan".

ARTICLE 28

USE OF FACILITIES

28.1: The Association may use available rooms at the Department for Association meetings, with the prior consent of the department head.

28.2: The Association shall have the right to use designated bulletin boards to announce local, regional, national, or state meetings and to otherwise inform its members of matters of professional interest.

ARTICLE 29

PROFESSIONAL NEGOTIATION PROCEDURE

29.1: The Agreement between the parties may be reopened for professional negotiations in any of its provisions by mutual agreement of the parties.

29.2: The parties will cooperate in arranging the meeting, furnishing essential information and constructively consider and attempt to resolve any matters being negotiated.

29.3: In any professional negotiations between the parties neither of the parties shall have any control over the selection of the negotiating representatives of the other party, and each party may select its own representatives. No final agreement between the parties may be executed without ratification by a majority of the membership of the nurses local staff council with the approval of the Michigan Nurses Association.

29.4: The representatives selected by each party shall have the necessary power and authority to make proposals, consider proposals and make concessions and agreements in the course of negotiations, subject to final ratification of the respective parties.

29.5: The County agrees that designated Association representatives engaged during their scheduled work hours in negotiations or special conference on behalf of the Association with the County during the term of this Agreement shall be entitled to release time, subject to the provision of Article 5.

29.6: Any Agreement so negotiated shall apply to all members of the recognized bargaining unit and shall be reduced to writing and signed by the authorized representatives of the Board of Commissioners of the County and the Association.

29.7: In the event the parties reach an impasse in any such negotiations and are unable to reach agreement on the issues or on other proposals which have been presented, the procedure described in Act 379 of the Michigan Public Acts of 1965 shall be followed.

ARTICLE 30
SERVICE RECOGNITION

30.1: The County shall recognize years of continuous service by providing a percentage of base salary according to the following formula, but not to exceed the maximum payment:

<u>Years of Service</u>	<u>% of Base Salary</u>	<u>Full Time Employees Maximum Payment</u>	<u>Part Time Employees Maximum Payment</u>
5 - 9	2%	\$ 500	\$ 250
10 - 14	4%	\$1000	\$ 500
15 - 19	6%	\$1500	\$ 750
20 - 24	8%	\$2000	\$1000
25+	10%	\$2500	\$1250

30.2: Full time employees who satisfy the minimal requirement each year shall be paid a single lump sum the first full pay period following their date of hire.

30.3: Part time employees hired prior to January 1, 1975 shall be eligible for a lump sum payment prorated on the number of hours worked in their anniversary year.

ARTICLE 31
SPECIAL PREMIUMS

31.1: A premium of fifteen cents (.15) per hour additional shall be paid to those employees with starting times occurring on or after 2:00 PM but not on or after 10:00 PM herein referred to as the afternoon shift.

31.2: A premium of twenty cents (.20) per hour additional shall be paid to those employees with starting times occurring on or after 10:00 PM but not on or after 6:00 AM herein after referred to as the night shift.

31.3: A premium of twenty-five cents (.25) per hour additional shall be paid to those employees with starting times between 10:00 PM Friday and 6:00 AM Monday herein after referred to as the weekend shift.

31.4: A premium of twenty cents (.20) per hour additional shall be paid to nurses designated as Nursing Coordinator.

ARTICLE 32
LAYOFF AND RECALL

32.1: Definition

A layoff shall mean a reduction in the number of nurses employed by the Employer as determined by the Employer. A recall shall mean the return of nurses to work from a layoff as determined by the Employer.

32.2: Method of Layoff

Layoff shall be limited to those nurses affected within their Department, by division, by program, and by classification as determined by seniority.

32.3: Layoff Procedure

In the event of a layoff, a nurse who may be temporary or probationary, or licensed by temporary permit shall be laid off before a seniority employee. The seniority employee shall displace a probationary, temporary, or temporary permit nurse within the Department, division, program, and classification where the layoff occurs. Health Department nurses shall not displace Medical Centre nurses, and Medical Centre nurses shall not displace Health Department nurses.

32.4: Accrued Days

The laid off Nurse shall have exclusive responsibility to elect:

- a. Payment for accrued vacation and sick days consistent with the terms and conditions of Article 19 - Vacations and Article 22 - Sick Days; or
- b. Retain accrued vacation and sick days until either recalled or expiration of the one (1) year layoff period.

Be it provided that retained days shall:

- a. Accrue no interest.
- b. Be paid at the rate in affect upon layoff.
- c. Be paid after the expiration of the one (1) year layoff period.

32.5: Recall

During a layoff, the Employer shall fill vacancies from nurses on layoff in inverse order of their layoff, provided however, that they have the ability to do the available work. Such a recall shall be limited to vacancies in the laid off nurses former department, division, program and classification. Should the Employer determine to restore or add classifications, notice of recall shall be made in writing to the last known address of the nurse providing seven (7) calendar days prior notice of the date to return to work, such notice shall be by certified mail, return receipt requested.

32.6: Failure to Return

A nurse who fails to be recalled to work within one (1) year of layoff or refuses to accept a suitable offer of work shall have their employment terminated.

32.7: A nurse on layoff who takes other employment shall not lose status as an employee until the layoff has been in effect for one year.

32.8: Should the Employer contemplate layoffs at the Health Department or Medical Centre, they will contact the Association for discussions. Such discussion shall not prohibit this Employer from initiating layoffs.

ARTICLE 33
SAFETY AND HEALTH

33.1: The County recognizes the predominant importance of accident prevention, occupational health, and the elimination of hazards to health and safety at the Health Department and Medical Centre, and agrees to promote safe work habits and methods, identify and correct hazards, establish and enforce safety rules through a Joint Association and Management Safety Committee and promote safety consciousness for all employees.

33.2: The Employer or the Association shall, in writing, communicate its concern in the form of a safety recommendation. The safety recommendation shall identify the location, setting, danger, and remedy in the issue.

33.3: In the event the safety recommendation is not implemented, or the Association is apprised of the disposition of the recommendation within five (5) days of the written communication, either party may request a meeting to discuss the reasons and/or difficulties in implementing the safety recommendation. Members of the bargaining unit called upon to be present at such meeting shall receive their regular pay and benefits when such scheduling is during an employee's regularly scheduled hours of work.

33.4: Responsibilities for the approval and initiation of procedures or policies to promote a safer working environment rests with the Employer and the employees.

33.5: The County will post diagramed escape routes in a conspicuous place in each of its offices in all County buildings. The postings will include instructions for evacuation in the event of specific types of disasters and emergencies.

ARTICLE 34

TERM OF AGREEMENT

This Agreement shall be in effect and become operative on January 1, 1993 and shall continue in operation and effect through December 31, 1993. If either party hereto desires to terminate, modify, or amend this Agreement it shall, at least sixty (60) days prior to December 31, 1993, give notice in writing to the Employer or to the Association as the case may be of its intention to modify or terminate this Agreement. If neither party shall give notice to terminate, change, or modify this Agreement as provided, the Agreement shall continue in operation and effect after January 1, 1994 subject to termination or modification, thereafter by either party upon sixty (60) days written notice.

In witness whereof, the parties hereto have executed this

_____ day of _____ 1993.

MICHIGAN NURSES ASSOCIATION

THE COUNTY OF ST. CLAIR, MI

Chairman, Board of Commissioners

County Clerk

ARTICLE 35

WAGES

Effective: January 1, 1993

	<u>START</u>	<u>ANNUAL STEP</u>	<u>ANNUAL STEP</u>	<u>ANNUAL STEP</u>	<u>ANNUAL STEP</u>	<u>ANNUAL STEP</u>	<u>ANNUAL STEP</u>
RN	\$12.70	13.21	13.73	14.28	14.86	15.44	16.07
PHN I	12.91	13.42	13.95	14.52	15.09	15.70	16.33
PHN II	14.28	14.85	15.45	16.07	16.72	17.38	18.07
OB/GYN N.P.	16.29	16.95	17.62	18.34	19.05	19.82	20.60

LETTER OF UNDERSTANDING
BETWEEN
ST. CLAIR COUNTY
AND
MICHIGAN NURSES ASSOCIATION
REGARDING
NURSING COORDINATOR
CRITERIA

A nurse must meet all of the following criteria in order to be eligible for the coordinator premium. The following criteria is not intended nor does it serve as a job description.

- * Organizes work to be performed within the program unit.
- * Schedules staff for the program unit.
- * Recommends policy for the program unit.
- * Trains employees assigned to the program unit.
- * Prepares annual goals and objectives for the program unit.
- * Evaluates the program unit in writing on a regular basis.
- * Assembles and maintains required and necessary statistical information on a regular basis.

NOTE: All tasks are performed at the direction and approval of the Nursing Director. Tasks are not inclusive or exclusive of staff level assignments which may be determined by the Nursing Director.

FOR THE MNA

FOR THE COUNTY

Chairman, Board of Commissioners

County Clerk

Date

Date

RESOLUTION AUTHORIZING
ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. VII
(IRA TOWNSHIP) BONDS, SERIES 1994

A RESOLUTION PROVIDING FOR THE ISSUANCE OF BONDS TO DEFRAY COSTS OF WATER SUPPLY SYSTEM IMPROVEMENTS; 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 December, 1993, 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 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 established the St. Clair County Water Supply System No. VII (Ira Township) (the "System"); and

WHEREAS, the County, by and through the Board, and the Township of Ira (the "Local Unit") have entered into a contract (the "Contract") for the construction, financing and operation of certain water supply system improvements as more particularly described in the Contract, 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 Fishbeck, Thompson, Carr & Huber, Inc., consulting engineers of Ada, Michigan, and have been approved by the Board; and

WHEREAS, under the provisions of the Contract, the Local Unit has obligated itself to pay costs 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 the Local Unit has further obligated itself to collect sufficient moneys annually for the purpose of meeting the Contractual Payments, subject to an unlimited tax pledge of the Local Unit without statutory and constitutional limitations; and

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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 the costs 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. Pursuant to and subject to the terms and conditions of the Act, the Board of Commissioners of the County does hereby approve the making of improvements to the System for the supply and distribution of water in the district similarly named, the Project to consist generally of a water treatment plant, a storage tank, a shore well, pipelines and service pumps, together with all necessary and related appurtenances, attachments, works, instrumentalities, land, rights in land and properties used or useful in connection with the operation of a water supply and distribution system in the area comprising said district, as described in the Contract.

Section 2. 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 3. The Contract is hereby ratified, confirmed and approved.

Section 4. The total estimated cost of acquiring and constructing the Project, including payment of incidental expenses as specified in Section 6 of this resolution in the amount of \$5,280,000 is hereby approved and confirmed.

Section 5. The estimated period of usefulness of the Project is determined to be not less than fifty (50) years.

Section 6. For the purpose of defraying part of the costs of the Project, including payment of engineering, legal and financial expenses, there be borrowed the sum of Five Million Two Hundred and Eighty Thousand Dollars (\$5,280,000), 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." The balance of the cost of the Project, if any, shall be paid by the Local Unit as provided in the Contract.

Section 7. The bonds shall be designated ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. VII (IRA TOWNSHIP) BONDS, SERIES 1994, 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 title of the bonds, the dated date of the bonds, the series designation and the dates of principal maturities may be changed by the Board at the time of the sale thereof. Said bonds shall be registered as to principal and

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interests of 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 January 1, 1994, or such later date as may be approved by the Board at the time of sale of the bonds, callable prior to maturity as hereinafter provided, and shall be payable annually on July 1 as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
1995	\$ 30,000	2007	\$210,000
1996	80,000	2008	225,000
1997	85,000	2009	245,000
1998	95,000	2010	265,000
1999	105,000	2011	285,000
2000	115,000	2012	305,000
2001	125,000	2013	325,000
2002	135,000	2014	350,000
2003	145,000	2015	375,000
2004	160,000	2016	395,000
2005	175,000	2017	420,000
2006	190,000	2018	440,000

The bonds bear interest at a rate or rates determined on sale thereof, not exceeding nine percent (9%) per annum payable on July 1, 1994, 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 be changed by the County to

conform to market practice in the future. The principal of the bonds shall be payable at such Michigan bank or trust company as shall be determined as transfer agent for the bonds by the Board, and the Board is hereby authorized to enter into all required contractual arrangements with the transfer agent.

Section 8. 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, for 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 9. 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 unlimited tax full faith and credit pursuant to the provisions of the Act and the approval of the electors of the Local Unit. 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 levied without limitation as to rate or amount. All of such Contractual Payments are hereby pledged solely and only for the payment of principal of and interest on the bonds.

Section 10. 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 11. 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. VII (IRA TOWNSHIP) BONDS, SERIES 1994, sometimes referred to as the "debt retirement fund," into which account the Board shall deposit the capitalized interest and any premium and accrued interest received upon delivery of the bonds and all Contractual Payments as received, and into which account any advances made by the County pursuant to Section 10 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 10 hereof. The County shall have the right to invest moneys in the debt retirement account as provided in the Contract, which

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investments may be in obligations other than those of the depository bank or trust company only.

Section 12. 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 13. 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. VII
(IRA TOWNSHIP) BONDS, SERIES 1994

<u>Interest</u> <u>Rate</u>	<u>Date of</u> <u>Maturity</u>	<u>Date of</u> <u>Original Issuance</u>	<u>CUSIP</u>
	July 1, _____	January 1, 1994	

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 July 1, 1994, 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 Township of Ira, 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 December 1, 1993, between the Issuer and said public corporation, whereby said Board, on behalf of the Issuer, is to construct water supply system improvements to service said public corporation, said system designated as "St. Clair County Water Supply System No. VII (Ira Township)." By the provisions of said Contract and pursuant to the authorization provided by law and the approval of the electors of the Township, the Township has pledged its unlimited tax full faith and credit for the payment of its contractual payments. The Issuer has

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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 pledge of the Township is an unlimited tax general obligation, and the Township is required to pay its debt service commitment on the bonds from its general funds, including the collection of any ad valorem taxes levied without limitation as to rate or amount. The full faith and credit pledge of the Issuer is a limited tax general obligation, and the Issuer is 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 it 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 \$5,280,000, issued pursuant to a resolution duly adopted by the Board of Commissioners of the Issuer on _____, 1993, 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 purpose of paying costs 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 1995 to 2003, 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 2004 to 2018, 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 July 1, 2003, at par and accrued interest to the date fixed for redemption, plus a premium expressed as a percentage of par, as follows:

[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: _____

Section 14. 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 15. The proceeds of sale of the bonds and the cash payment from the Local Unit 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. VII (Ira Township), 1994 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 bonds shall be deposited into the debt retirement fund established under the provisions of Section 11 of this resolution.

Section 16. 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 17. 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 18. The Board is hereby designated, for and on behalf of the County, to (a) prepare 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 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 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 20. 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 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 _____

NAYS: Members _____

RESOLUTION DECLARED ADOPTED.


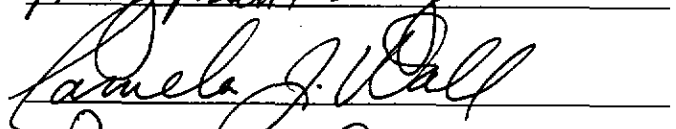
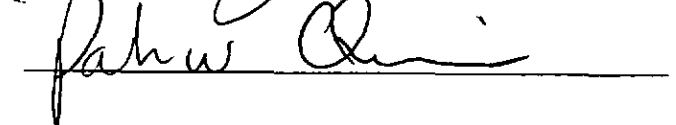
County Clerk

DATED: December 1, 1993

Reviewed and Approved by:



ELWOOD L. BROWN
County Corporation Counsel
301 County Building
Port Huron, MI 48060

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 Regular Meeting held on _____, 1993, 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

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MILLER, CANFIELD, PADDOCK AND STONE

RESOLUTION APPROVING DPW CONTRACT

Township of Ira
County of St. Clair, Michigan

Minutes of a Special Meeting of the Township Board of the Township of Ira, County of St. Clair, Michigan (the "Local Unit"), held in the Township Hall on the 11th day of November, 1993 at 10:00 o'clock a.m., Eastern Standard Time.

PRESENT: Patricia Goldenbogen, Peter J. Vernier, Frieda M. Blackstock,
John Jones.

ABSENT: Thomas Jeannette

The following preamble and resolution offered by Patricia Goldenbogen and supported by Peter J. Vernier :

WHEREAS, the Local Unit 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 water supply improvements to service the Local Unit; and

WHEREAS, the Board of Public Works and the Local Unit have negotiated a contract providing for the acquisition, construction and financing of said project, by the terms of which said contract the Local Unit is obligated to pay the cost thereof to be financed to the County in installments 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, by and through its Board of Public Works, and the Local Unit providing for the acquisition, construction, financing and operation of water supply system improvements is hereby approved, and the Township Supervisor and Township Clerk are authorized and directed to execute the said contract for and on behalf of the Local Unit.

2. The total estimated cost of said improvements as submitted by the County and the consulting engineers in the amount of \$5,280,000 and the cost thereof to be financed in the amount of \$5,280,000 are hereby approved.

3. The Local Unit 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 without limitation as to rate or amount, pursuant to an approving vote of the electors of the Local Unit.

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: Patricia Goldenbogen, Peter J. Vernier, Frieda M. Blackstock,

John Jones.

NAYS: None.

RESOLUTION DECLARED ADOPTED.

Frieda M. Blackstock
Township Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the Township Board of the Township of Ira, County of St. Clair, Michigan, at a Special Meeting held on November 11, 1993, 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.


Township Clerk

MILLER, CANFIELD, PADDOCK AND STONE

RESOLUTION APPROVING IRA TOWNSHIP 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 November, 1993, at 1:00 o'clock P.m., Eastern Standard Time.

PRESENT: Members Walter Street, Carl McCormick, Maurice Foley

ABSENT: Members None

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

WHEREAS, a contract (the "Contract") providing for the acquisition, construction, financing and operation of water supply system improvements (the "Project") has been negotiated with the Township of Ira (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 by the Local Unit.

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, financing and operation of the Project and the bond resolution in connection therewith are hereby approved, and the Chairman of this Board is authorized and directed

MILLER, CANFIELD, PADDOCK AND STONE

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. This Board further specifically recommends that the limited tax full faith and credit of the County be pledged as secondary security for the bonds.

3. 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.

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: Members Street, McCormick, Foley

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 November 23, 1993 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

ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. VII
(TOWNSHIP OF IRA) SERIES 1994 BONDS DPW CONTRACT

THIS CONTRACT, made and entered into as of this 23 day of
November, 1993, 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
IRA, 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 as hereinafter described (the "Project")
be acquired and 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 within one or more areas in such
county, and to improve, enlarge, extend, operate and maintain 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 unlimited tax full faith and credit contractual obligations of the LOCAL UNIT and secondarily by the limited tax 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 areas of 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 Fishbeck, Thompson, Carr & Huber, Inc., consulting engineers of Ada, Michigan (the "Engineers"), which said estimate of cost totals \$5,280,000; and

WHEREAS, in order to issue bonds of the COUNTY to provide funds in the amount of \$5,280,000 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 under the Act as a part of the existing water supply system established by the COUNTY to serve the LOCAL UNIT, said system being designated as St. Clair County Water Supply System No. VII (Ira Township) (the "System"). The Project shall consist, generally of a water treatment plant, a storage tank, a shorewell, pipelines and service pumps, together with all necessary and related appurtenances, attachments, works, instrumentalities, land, rights in land and properties used or useful in connection with the operation of a water supply system in the Local Unit, all as described in the Engineers' plans. 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, to the extent permitted by law, 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 in the service area of the LOCAL UNIT. The 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 \$5,280,000. 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. Costs in excess of the amount of the bonds, if any, will be paid to the Board in cash by the LOCAL UNIT from funds on hand.

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 that estimated herein, 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 used, 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 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, and the COUNTY does hereby let and lease the Project to the LOCAL UNIT, and the LOCAL UNIT does hereby rent and hire said Project from the COUNTY for a term commencing upon the completion of the Project, or any substantial part thereof, and ending upon the expiration of this contract. The LOCAL UNIT shall

be responsible for the operation, maintenance and administration of the Project as a part of the System for and on behalf of and as the agency of the COUNTY for such purpose.

The LOCAL UNIT will retain the exclusive right and option to establish, maintain and collect rates and charges for services to its inhabitants or other persons using any facilities of the System. Revenues derived from any such rates or charges shall be first used and applied to pay any operation and maintenance costs for water supply service in the LOCAL UNIT, including costs of the Project. Thereafter revenues shall be applied to debt service on any water supply system revenue bonds of the LOCAL UNIT and then shall be used to pay obligations to the COUNTY hereunder. Any remaining revenues may be applied by the LOCAL UNIT to any expenses reasonably related to water supply system purposes.

The LOCAL UNIT covenants that should it appear that additional funds will be needed to pay the expenses of operation, maintenance and administration of the System and/or debt service on the bonds when due, the LOCAL UNIT will promptly increase rates and charges for the use of all water supply system facilities of the LOCAL UNIT, so that sufficient revenues will be available for such purposes. The COUNTY shall have the right to examine the books and records of the LOCAL UNIT relative to the System and, after conferring with the LOCAL UNIT, shall have the authority to direct the LOCAL UNIT to increase such rates and charges should it appear to the COUNTY that additional funds will be needed for such purposes.

The LOCAL UNIT shall operate, maintain and administer the Project as a part of the System and integrated with its other water supply and distribution facilities and pay all costs thereof, so as to keep all such facilities in proper repair and working order, and the COUNTY shall have the right to inspect the Project at reasonable times to insure that LOCAL UNIT servicing is appropriate. If the COUNTY in its sole discretion shall determine that repairs to the Project are necessary, or that some other operation, maintenance or administrative action is necessary, it shall have the right to order the LOCAL UNIT in writing to make such repairs or take such action. If the LOCAL UNIT shall not make the necessary repairs or take the necessary action within 30 days after the date such notice is sent, the COUNTY shall have the authority to make the necessary repairs or take the necessary action itself and charge the same to the LOCAL UNIT, using any of the methods provided herein for collection of such charges. As a part of its obligation to operate, maintain and administer properly, the LOCAL UNIT shall provide and pay for insurance on the Project as well as liability insurance protecting the Project and the COUNTY and all officers and employees thereof, such insurance to be in amounts and coverage as is generally carried for public utilities similar to the Project.

The parties hereto agree that the Project shall be acquired, constructed, operated, administered and maintained for the sole use and benefit of the LOCAL UNIT and its various water supply system users, and the LOCAL UNIT shall pay all costs in connection therewith, the COUNTY remaining the titular owner of the Project

only to comply with the requirements of the Act. The LOCAL UNIT shall have the exclusive right and discretion, subject only to review by the COUNTY on the basis of sound public utility operational procedure, to determine policy for the use, expansion, improvement, operation and administration of the Project.

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 Five Million Two Hundred Eighty Thousand Dollars (\$5,280,000), except as authorized pursuant to Section 5 of this contract, to finance the costs of the Project. Said bonds shall mature serially, as authorized by law, and shall be secured primarily by the unlimited tax full faith and credit 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 forms 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, or take or omit to take any action which would cause interest on the bonds to be subject to direct federal income taxation.

9. The costs 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 (\$5,280,000) shall be paid to the Board in annual principal installments, plus interest and other expenses as hereinafter provided, on June 1st of each year, as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
1995	\$ 30,000	2007	\$210,000
1996	80,000	2008	225,000
1997	85,000	2009	245,000
1998	95,000	2010	265,000
1999	105,000	2011	285,000
2000	115,000	2012	305,000
2001	125,000	2013	325,000
2002	135,000	2014	350,000
2003	145,000	2015	375,000
2004	160,000	2016	395,000
2005	175,000	2017	420,000
2006	190,000	2018	440,000

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 July 1st of each year, commencing with the year 1995, 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 June 1st and December 1st of each year, commencing June 1, 1994, as accrued interest on the principal amount remaining unpaid, an amount sufficient to pay all interest due on the next succeeding interest payment date (January 1st and July 1st, respectively) on said COUNTY bonds from time to time outstanding.

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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 Section 4 and 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 and an approving vote of the electors of the LOCAL UNIT, hereby irrevocably pledges its unlimited tax 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 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 to be without limitation as to rate or amount. 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.

12. The LOCAL UNIT may pay additional moneys over and above any of the payments specified in this contract, with the written request that said additional funds be used to call bonds for redemption prior to maturity, in which event the Board shall be obligated to apply and use said moneys for such purpose to the fullest extent possible. Such moneys shall not then be credited as advance payments under the provisions of Section 11 of this contract.

13. 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

MILLER, CANFIELD, PADDOCK AND STONE

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 of the LOCAL UNIT 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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

MILLER, CANFIELD, PADDOCK AND STONE

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.

21. This contract shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

22. 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 Walter Street
Chairman

By Ernest Daley
Secretary

TOWNSHIP OF IRA

By John T. Jones
Supervisor

By Frederic M. Blackstock
Township Clerk

MILLER, CANFIELD, PADDOCK AND STONE

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\$5,280,000 ST. CLAIR COUNTY
WATER SUPPLY SYSTEM NO. VII
(IRA TOWNSHIP) BONDS, SERIES 1994

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 23 day of November, 1993, at 1:00 o'clock P.m., Eastern Standard Time.

PRESENT: Members Walter Street, Carl McCormick, Maurice Foley

ABSENT: Members None

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

WHEREAS, by resolution already adopted or 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. VII (Ira Township) Bonds, Series 1994 in the principal amount of \$5,280,000 to be dated as of January 1, 1994; and

WHEREAS, said resolution authorizes the Board to change the title of the bonds, the dated date of the bonds, the series designation and the dates of principal maturities thereof at the time of sale of the bonds; and

WHEREAS, said resolution authorizes the Board, on behalf of the County, to (a) prepare 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

MILLER, CANFIELD, PADDOCK AND STONE

least seven (7) full days prior to the date fixed for sale; and
(c) 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:

1. That after receipt of Treasury Department approval notice of sale of said bonds 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. That the notice of sale for said bonds shall be in substantially the following form:

MILLER, CANFIELD, PADDOCK AND STONE

OFFICIAL NOTICE OF SALE

\$5,280,000

COUNTY OF ST. CLAIR, STATE OF MICHIGAN
ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. VII
(IRA TOWNSHIP) BONDS, SERIES 1994

SEALED BIDS for purchase of the above bonds will be received at the St. Clair County Department of Public Works office, 21 Airport Drive, St. Clair, Michigan 48079, on _____, the _____ day of _____, 1994, until _____ o'clock _____.m., Eastern Standard 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 January 1, 1994, numbered in order of registration from 1 upwards and will bear interest from their date payable on July 1, 1994, and semiannually thereafter.

The bonds will mature annually on the 1st day of July as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
1995	\$ 30,000	2007	\$210,000
1996	80,000	2008	225,000
1997	85,000	2009	245,000
1998	95,000	2010	265,000
1999	105,000	2011	285,000
2000	115,000	2012	305,000
2001	125,000	2013	325,000
2002	135,000	2014	350,000
2003	145,000	2015	375,000
2004	160,000	2016	395,000
2005	175,000	2017	420,000
2006	190,000	2018	440,000

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 in or after the year 2005 shall not be less than the rate borne by bonds maturing in the respective preceding year.

No proposal for the purchase of less than all of the bonds or at a price less than 99% of their par value will be considered.

TRANSFER AGENT AND REGISTRATION: Principal shall be payable at the _____ office of _____, 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 interest payment date. 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.

TERM BONDS: The initial purchaser of the bonds may designate bonds in any one or more maturities from July 1, 2005 through the final maturity as term bonds and the consecutive maturities shown above on or after the year 2004 so designated as included in the term bonds shall be aggregated in the term bonds. The amounts of the maturities which are aggregated in the designated term bond shall be subject to mandatory redemption on July 1st of the years and in the amounts hereinbefore set forth in the maturity schedule at a redemption price of par, plus accrued interest to the date of mandatory redemption. There may be more than one bond maturity so designated. Any such designation must be made at the time the bid is submitted. BIDDERS MUST DESIGNATE WHETHER BOND MATURITIES FOR THE YEAR BEGINNING JULY 1, 2005 THROUGH 2018, INCLUSIVE, REPRESENT A SERIAL MATURITY OR A MANDATORY REDEMPTION REQUIREMENT FOR A TERM BOND MATURITY.

PRIOR REDEMPTION: Bonds maturing in the years 1995 to 2003, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds in multiples of \$5,000 maturing in the years 2004 to 2018, 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 July 1, 2003, 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 July 1, 2003, but prior to July 1, 2004;

1.0% of the par value of each bond or portion thereof called for redemption on or after July 1, 2004, but prior to July 1, 2005; and

0.5% of the par value of each bond or portion thereof called for redemption on or after July 1, 2005, but prior to July 1, 2006.

MILLER, CANFIELD, PADDOCK AND STONE

No premium shall be paid on bonds or portions thereof called for redemption on or after July 1, 2006.

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.

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 costs of constructing water supply system improvements to service the Township of Ira.

The bonds are issued in anticipation of, and are payable primarily from, certain specified contractual payments to be paid by the said Township to the Board of Public Works, acting for and on behalf of the County, pursuant to a certain contract between said governmental units, 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 and an approving vote of the electors of the Township, the Township has pledged its unlimited tax full faith and credit for the payment of the 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 Township contractual payments prove insufficient for any reason.

The full faith and credit pledge of the Township is an unlimited tax general obligation of the Township, and the Township is required to pay its debt service commitment of the bonds from its general funds, including the collections of any ad valorem taxes which it is authorized to levy without limitation as to the rate or amount. The full faith and credit pledge of the County is a limited tax general obligation of the County, and the County is

required to pay its debt service commitment on the bonds as a first budget obligation from its general funds, including the collections of any ad valorem taxes which it is authorized to levy. However, the ability of the County 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 creditor's rights generally, now existing or hereafter enacted, and by application of general principles of equity including those relating to equitable subordination.

GOOD FAITH: A certified or cashier's check drawn upon an incorporated bank or trust company or a Financial Surety Bond, in the amount of \$105,600, and payable to the order of the Treasurer of the County is required for each bid as a guaranty of good faith on the part of the bidder, to be forfeited as liquidated damages if such bid be accepted and the bidder fails to take up and pay for the bonds. If a check is used, it must accompany each bid. If a Financial Surety Bond is used, it must be from an insurance company licensed to issue such a bond in the State of Michigan and such Bond must be submitted to the County's financial advisor prior to the opening of the bids. The Financial Surety Bond must identify each bidder whose good faith deposit is guaranteed by such Financial Surety Bond. If the bonds are awarded to a bidder utilizing a Financial Surety Bond, then that purchaser (the "Purchaser") is required to submit its good faith deposit to the County or its financial advisor in the form of a cashier's check (or wire transfer such amount as instructed by the County or its financial advisor) not later than Noon, Eastern Standard Time, on the next business day following the award. If such good faith deposit is not received by that time, the Financial Surety Bond may be drawn upon by the County to satisfy the good faith deposit requirement. The good faith deposit will be applied to the purchase price of the bonds. In the event the Purchaser fails to honor its accepted bid, the good faith deposit will be retained by the County. No interest shall be allowed on the good faith check and checks of the unsuccessful bidders will be returned to each bidder's representative or by overnight mail. The good faith check of the successful bidder will be cashed and 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, 1994, 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 their 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.

MICHIGAN PROPERTY TAX REFORM: [REVISE AS NECESSARY] On August 19, 1993, Governor Engler signed into law Act 145 of the Public Acts of 1993 ("Act 145"), which will impact the operations of the County and the Township by providing that in 1994 and each year thereafter, the valuation of real and personal property for the year shall be determined as of each December 31st of the year immediately preceding "tax day", the day on which property is determined to be taxable. Act 145 thus provides a one year lag between the annual valuation of real property for tax purposes and the use of that valuation for the calculation of property taxes. Two additional tax reform bills have been introduced. HB 4576 would, if enacted, eliminate from taxation all personal property purchased after January 1, 1994. HB 4976 would, if enacted, eliminate the taxation of all personal property purchased before January 1, 1994. Other proposals that may reduce or alter the revenues of local units of government may be considered by the Michigan Legislature also. While the ultimate nature, extent and impact of Act 145 and of other tax and revenue measures which may yet be adopted cannot currently be predicted, purchasers of the bonds offered herein should be alert to the potential effect of such measures upon the bonds, the security therefor, and the operations of the County and the Township.

TAX EXEMPTION: In the opinion of bond counsel, the bonds will be exempt from taxation in the State of Michigan and Federal income tax subject, in both cases, to certain exceptions described in bond counsel's opinion. The bonds will not be private activity bonds. The bonds will be designated as "qualified tax exempt obligations" for purposes of deduction of interest by financial institutions.

OFFICIAL STATEMENT: The County will provide the winning bidder with 100 final Official Statements within seven business day from the date of sale to permit the underwriter to comply with S.E.C. Rule 15c2-12. Additional copies of the Official Statement will be supplied by the County upon request and agreement to pay the cost of additional copies. Requests for additional copies should be made to the County's Financial Consultant listed below within 24 hours of the date of sale.

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 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 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 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 fully registered bond for each maturity, registered to the purchaser. The successful bidder will be required to furnish, prior to the delivery of the bonds, a certificate in a form acceptable to bond counsel as to the "issue price" of the bonds within the meaning of section 1273 of the Internal Revenue Code of 1986.

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.

FINANCIAL CONSULTANT: Further information concerning the bonds may be secured from Stauder, Barch & Associates, Inc., 3989 Research Park Drive, Ann Arbor, Michigan 48109-2298 (telephone: 313-668-6688), 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 Treatment System No. VII (Ira Township) Bonds, Series 1994."

Secretary, Board of Public Works
County of St. Clair, Michigan

3. 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 Street, McCormick, Foley

NAYS: Members 0

RESOLUTION DECLARED ADOPTED.

Deputy *Janet C. Kitamura*
Secretary, Board of Public Works

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 Public Works of the County of St. Clair, State of Michigan, at a special Meeting held on November 23, 1994³, 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 Janet C. Kitamura
Secretary, Board of Public Works

MILLER, CAMFIELD, PADDOCK AND STONE

DEFS2257618.2078011-00013

RESOLUTION 93-52

AMENDING THE 1993 BUDGETS OF THE GENERAL FUND AND RESOURCE RECOVERY FUND AS THEY RELATE TO THE DEFICIT POSITIONS AT DECEMBER 31, 1992 IN THE HOUSEHOLD HAZARDOUS WASTE, SECONDARY ROAD PATROL AND C.E.T.A. VETERANS CLAIMS FUNDS.

WHEREAS, the County had certain funds in deficit at December 31, 1992; and

WHEREAS, the County must formulate and file a deficit financial plan with the Michigan Department of Treasury showing how these deficits will be relieved, according to M.C.L. 141.921 and

WHEREAS, the County wishes to relieve these deficits by transfer and appropriation.

NOW, THEREFORE BE IT RESOLVED:

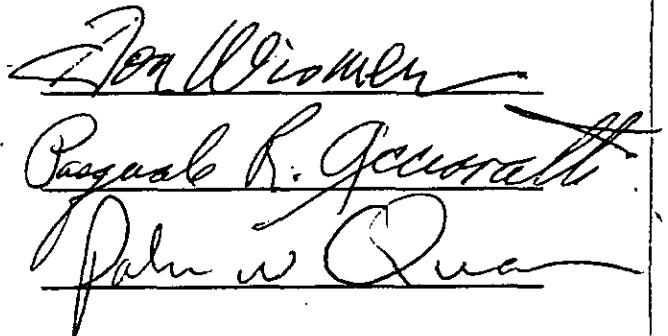
1. That the Resource Recovery Fund 1993 Budget be amended to transfer \$61,000 to the Household Hazardous Waste Fund as grant match.
2. That the General Fund 1993 Budget be amended to appropriate an additional \$18,869 to the Secondary Road Patrol Fund.
3. That the General Fund 1993 Budget be amended to appropriate \$390,857 to the C.E.T.A. Veterans Claims Fund.
4. That these transfers and appropriations be made in December 1993.

DATED: December 1, 1993

Reviewed and Approved by:



ELWOOD L. BROWN
County Corporation Counsel
301 County Building
Port Huron, Mi 48060



APPROPRIATING DRUG TASK FORCE MILLAGE FUNDS FOR 1994

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 1994 is as follows:

<u>REVENUE</u>			
404	Current Property Taxes	882,532	
541	Single Business Tax	23,420	
662	Forfeitures	25,000	
665	Interest	<u>15,000</u>	
	Total Revenue:		945,952
			=====

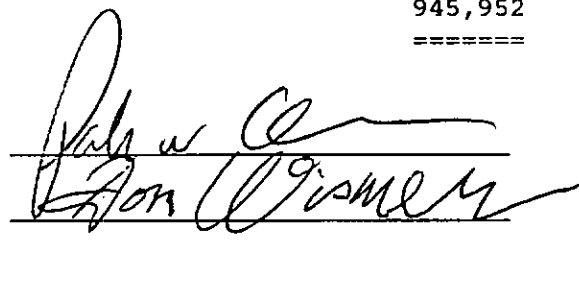
<u>EXPENDITURES</u>			
704	Salaries & Wages, Perm.	272,571	
706	Salaries & Wages, Overtime	60,000	
709	Longevity	8,497	
715	Employer's Social Security	26,092	
716	Hospital Insurance	31,900	
717	Life Insurance	770	
718	Retirement Contribution	36,539	
719	Dental Insurance	3,850	
721	Disability Insurance	702	
722	Unemployment Insurance	702	
723	Worker's Compensation	<u>7,674</u>	
			449,297
727	Office Supplies	10,000	
741	Uniforms	<u>4,500</u>	
			14,500
801	Professional & Contractual	93,265	
813	Investigations	40,000	
850	Communications	23,000	
861	Travel-Other	25,000	
920	Utilities	12,800	
926	Tax Tribunal Refunds	3,000	
930	Repairs & Service	10,000	
940	Equipment Rental	55,000	
953	Cost Allocation	48,090	
958	Education and Training	<u>6,000</u>	
			316,155
988	Other Equipment	<u>25,000</u>	
			25,000
997	Other Transfers out	<u>141,000</u>	
			141,000
	Total Expenditures:		945,952
			=====

DATED: December 1, 1993

Reviewed and Approved by:



ELWOOD L. BROWN
 County Corporation Counsel
 301 County Building
 Port Huron, MI 48060



RESOLUTION 93-50

APPROPRIATION OF SENIOR CITIZENS MILLAGE FUNDS
FOR 1994

WHEREAS, the citizens of St. Clair County voted approval of a special millage levy for Senior Citizens Services for a period of four (4) years; and

WHEREAS, the Commission on Aging, appointed by the County 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 1994 is as follows:

Catholic Social Services	\$ 41,432
Center for Human Resources	5,357
Council on Aging	1,172,305
D.A.R.E.S. - Pathway Shelter	2,056
Legal Assistance	93,339
Public Guardian	900
Public Health Department	37,117
Senior Advocates	583
Visiting Nurses Association	59,802
Commission on Aging	29,319
Area Agency on Aging I-B	11,400
Tax Appeals	<u>12,000</u>
Total:	\$ 1,465,610

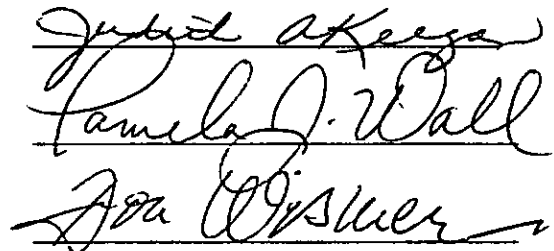
See Exhibits "A" and "A-1" attached.

DATED: December 1, 1993

Reviewed and Approved by:



ELWOOD L. BROWN
County Corporation Counsel
301 County Building
Port Huron, Mi 48060





COMMISSION ON AGING

County of St. Clair, Michigan

201 McMorran Blvd. #105 / PORT HURON, MICHIGAN 48060 / (313) 985-2265

M.E.M.O.

H.S.C./93-42

TO: MEMBERS OF THE ST. CLAIR COUNTY BOARD OF COMMISSION

FROM: ST. CLAIR COUNTY COMMISSION ON AGING *OWA*

DATE: 11-12-93

RE: SENIOR CITIZENS MILLAGE FUND - RECOMMENDED 1994 ALLOCATIONS

Based on review of the Agencies/Organizations' request for funds; the St. Clair County Commission On Aging, at its November 9, 1993 meeting, recommends to the St. Clair County Board of Commission approval of the 1994 Senior Citizens Millage Fund allocations as follows:

PROJECTED AVAILABLE FUNDS AT 1-1-94: \$ 1,801,866.94

RECOMMENDED ALLOCATIONS:

Catholic Social Services	\$ 41,432	
Center For Human Resources	5,357	
Council On Aging	1,172,305	
D.A.R.E.S. - Pathway Shelter	2,056	
Legal Assistance	93,339	
Public Guardian	900	
Public Health Department	37,117	
Senior Advocates	583	
Visiting Nurses Association	59,802	
Commission On Aging	29,319	
Area Agency On Aging I-B	11,450	
Tax Appeals	<u>12,000</u>	
TOTAL	\$ 1,465,610	<u>(1,465,610.00)</u>

PROJECTED FUND BALANCE AT 1-1-94 \$ 336,276.94

RECOMMENDED ACTION: Approval of Resolution #93-50; "Appropriation Of Senior Citizens Millage Funds For 1994"

SENIOR CITIZENS MILLAGE FUND1994 ALLOCATIONS

Catholic Social Services Counseling	\$	41,432
Center For Human Resources Crisis Line		5,357
Council On Aging		1,172,305
Chore Services	79,577	
Foster Grandparents	30,774	
Homemaker Services	243,443	
Home Repair Services	96,097	
Outreach Services	184,694	
Programs	231,965	
Transportation	135,992	
Adult Day Care	9,679	
Group Meals	64,034	
Home-Delivered Meals	96,050	
D.A.R.E.S./Pathway Shelter Home Emergency Shelter		2,056
Legal Assistance		93,339
Public Guardian		900
Public Health Dept. Personal Care		37,117
Senior Advocates Community Education		583
Visiting Nurses Association		59,802
Respite Care Services	25,516	
Personal Care Services	33,500	
Adult Day Care-Dietary Supplm't	786	
Commission On Aging Administration/Planning		29,319
Area Agency On Aging I-B County Assessment-Match		11,400
Tax Appeals - Set Aside		<u>12,000</u>
TOTALS		1,465,610

RESOLUTION 93-49

ADOPTING 1994 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 1994; and,

WHEREAS, M.S.A. 5.3228 (36) requires the 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 1994 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.

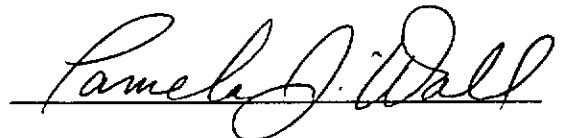
3) That this Resolution constitutes a general appropriations act as required by law.

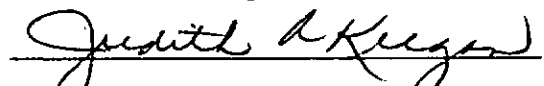
DATED: November 10, 1993

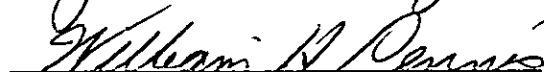
Reviewed and Approved by:



ELWOOD L. BROWN
County Corporation Counsel
301 County Building
Port Huron, MI 48060







1994 GENERAL FUND
BUDGETED CHANGES IN AVAILABLE FUND BALANCE

Estimated Available Fund Balance - December 31, 1993	\$ 1,684,593
Add: 1994 Budgeted Revenue	31,519,304
Less: 1994 Budgeted Expenditures	<u>31,519,304</u>
Estimated Available Fund Balance - December 31, 1994	<u>\$ 1,684,593</u>

EXHIBIT "A"

1994 GENERAL FUND
REVENUE BUDGET COMPARISONS

	1992 Actual <u>Revenue</u>	1993 Estimated <u>Actual</u>	1994 <u>Budget</u>
Taxes	\$15,891,445	\$15,956,215	\$16,918,300
Licenses & Permits	201,847	197,004	198,200
State Grants	3,613,282	3,653,457	3,689,904
Service Charges	2,516,802	2,610,742	2,718,500
Fines & Forfeits	490,628	423,487	471,000
Interest & Rents	685,193	640,322	609,600
Other Revenue & Reimb.	1,440,882	1,911,842	1,877,800
Other Financing Sources	1,612,492	1,967,000	1,366,000
Cost Allocation	<u>2,614,060</u>	<u>2,689,594</u>	<u>3,670,000</u>
	<u>\$29,066,631</u>	<u>\$30,049,663</u>	<u>\$31,519,304</u>

REVENUE BUDGET SUMMARY
1994 GENERAL FUND

Account Category

Judicial (130)

131	Circuit Court	113,037
136	District Court/Probation	1,771,067
141	Friend of Court	1,505,600
148	Probate Court-Adult	116,300
149	Probate Court-Juvenile	<u>141,100</u>
	Total Judicial:	<u>3,647,104</u>

General Government (170)

191	Elections	40,000
219	Clerk-Register	1,052,700
229	Prosecuting Attorney	264,000
253	Treasurer	24,034,400
257	Cooperative Extension	5,000
275	Drain Commissioner	<u>64,200</u>
	Total General Government:	<u>25,460,300</u>

Public Safety (300)

301	Sheriff & Patrol	380,600
331	Marine Law Enforcement	95,800
351	Jail	433,000
426	Emergency Services	26,000
430	Animal Shelter	<u>191,500</u>
	Total Public Safety:	<u>1,126,900</u>

Health & Welfare (600)

685	Public Guardian	<u>80,000</u>
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Recreation & Culture (750)

751	Recreation/Parks	<u>5,000</u>
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Transfers In - Other 1,200,000

Total General Fund Revenues And Transfers In:	<u>31,519,304</u> =====
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EXPENDITURE BUDGET SUMMARY
1994 GENERAL FUND

LEGISLATIVE (100)

101	Board of Commissioners	141,520
103	Legislative Activities	<u>290,698</u>
	Total Legislative:	<u>432,218</u>

Judicial (130)

131	Circuit Court	1,512,208
136	District Court	2,354,667
141	Friend of the Court	1,456,785
148	Probate Court-Adult	636,320
149	Probate Court-Juvenile	1,509,340
151	Probation-Adult	<u>79,315</u>
	Total Judicial:	<u>7,548,635</u>

General Government (170)

191	Elections	182,278
219	Clerk/Register	750,673
223	Administrator/Controller	499,718
225	Equalization	415,878
226	Personnel	161,515
229	Prosecuting Attorney	1,606,205
234	Stores-Central Supply	10,000
243	Lands & Graphics	181,931
248	Boundary Commission	200
249	Plat Board	200
253	Treasurer	387,588
257	Cooperative Extension	290,165
261	Building Authority	445,650
265	Buildings & Grounds	1,427,670
275	Drain Commissioner	264,363
296	County Motor Pool	<u>10,000</u>
	Total General Government:	<u>6,634,034</u>

EXPENDITURE BUDGET SUMMARY
1994 GENERAL FUND

Public Safety (300)

301	Sheriff & Patrol	4,475,500
331	Marine Law Enforcement	193,922
351	Jail	2,917,894
426	Emergency Services	106,717
428	Livestock Claims	500
430	Animal Shelter	<u>248,854</u>
	Total Public Safety:	<u>7,943,387</u>

Public Works (440)

445	Drains - Public Benefit	<u>59,000</u>
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Health & Welfare (600)

648	Medical Examiner	80,505
651	Ambulance - E.M.S.	227,805
681	Veterans Burial	20,000
682	Veterans Counselor	101,461
685	Public Guardian	<u>173,190</u>
	Total Health & Welfare:	<u>602,961</u>

Recreation & Culture 750)

751	Recreation/Parks	<u>84,890</u>
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Other Functions (850)

865	Insurance	481,000
890	Contingencies	<u>69,262</u>
	Total Other Functions:	<u>550,262</u>

	Total General Fund Expenditures:	<u>23,855,387</u> =====
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METROPOLITAN PLANNING COMMISSION

County of St. Clair, Michigan

108 McMORRAN BLVD., PORT HURON, MICHIGAN 48060

(313) 987-4884

MEMORANDUM

TO: ✓ County Board of Commissioners
Donald Dodge, Administrator/Controller

FROM: Gordon Ruttan, Planning Director *GR*

DATE: October 25, 1993

RE: **PLANNING COMMISSION VACANCY**

Rosemary Northrop informed us October 20th that she would no longer be on the Planning Commission as she is moving to Arizona. Therefore, we have a vacancy for District 3.

In addition, Charles Williams' position expires on December 31, 1993 for District 2. (Just a note, his address changed last month from 4233 Old Forge to 4308 Old Forge, Fort Gratiot, MI 48059.)



RESOLUTION 93-48

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 1993.

NOW, THEREFORE, BE IT RESOLVED, that the payment of any interest which may be due and owing to the County from the 1992 tax collections, is hereby waived.

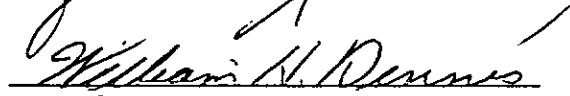
DATED: November 10, 1993

Reviewed and Approved by:



ELWOOD L. BROWN
County Corporation Counsel
301 County Building
Port Huron, MI 48060







RESOLUTION 93-47

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 Exhibit "A", attached hereto and made a part hereof by reference.

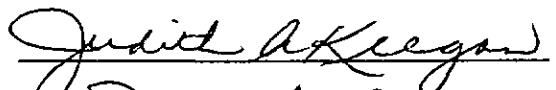

4) All resolutions and parts of resolutions in conflict with this Resolution, are to the extent of the conflict, hereby rescinded.

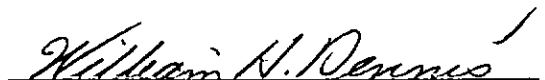
DATED: November 10, 1993

Reviewed and Approved by:



ELWOOD L. BROWN
County Corporation Counsel
301 County Building
Port Huron, MI 48060



1993 COUNTY AT LARGE ASSESSMENTS

Brandywine Drain	\$ 150.00	Lindsey Drain	34.20
Bricker Drain	92.00	Loomis Drain	260.00
Butler Drain	2,646.00	Moak & Br. #1 Drain	7.30
Capac and Brs. Drain	1,455.67	Oakwood Storm Sewer	1,120.00
Currier Drain	473.36	Parks Drain	433.04
Dilworth Drain	150.00	Pauly Drain	8.67
Forrest Manor S.S.	425.00	Poddingott Drain	614.32
Gossman & Brs. Drain	876.86	Railroad Drain	1,073.00
Graham Drain	314.78	St. Edward's Drain	365.00
Grosmeier Drain	99.03	Sanilac-St. Clair Drain	6,687.71
Harris Drain	59.92	Schriner Drain	7,320.00
Hathaway Drain	1,774.58	State Road Drain	200.00
Howe, Brandywine, Ext.	210.00	Volmer & Ext. Drain	40.84
Keewahdin Drain	7,528.40	Weindl Drain	466.66
Kelly Drain	700.00	Wixon Drain	2,360.00
Kelly Cut Off	2,426.14		<u>\$40,372.48</u>

1 9 9 3 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>
Capac & Branches	Mussey	3,076.00	8,997.54
Capac & Branches	Village of Capac	1,001.00	-----
Kelly	Mussey	700.00	1,050.00
Kelly Cut Off	Mussey	841.94	2,057.84
Sanilac-St. Clair	Brockway	2,907.62	9,291.94
Sanilac-St. Clair	Lynn	3,170.78	9,656.88
Weindl	Brockway	466.67	466.67
		<u>\$12,164.01</u>	<u>\$31,520.87</u>

09-22-93

RESOLUTION 93-46

APPORTIONING TAXES FOR 1993

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 record; 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 1993.

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 1993.

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.

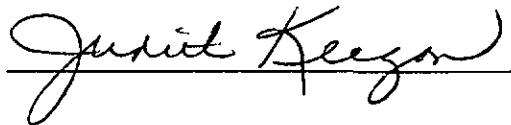
DATED: November 10, 1993

Reviewed and Approved by:



ELWOOD L. BROWN
County Corporation Counsel
301 County Building
Port Huron, MI 48060







EQUALIZATION DEPARTMENT

County of St. Clair, Michigan

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

REPORT TO: St. Clair County Board of Commissioners
FROM: John A. McClellan, Acting Director
DATE: November 10, 1993
SUBJECT: Adoption of 1993 Apportionment Report labeled
Exhibit "A" and dated November 2, 1993

Attached is a copy of the 3 page Apportionment Report (State Form L-4402) dated November 2, 1993, along with a copy of the adopting resolution.

It is required by state law to be adopted during the "October" session even though some millage rates may still be pending and would require "re-adoption" as amended at a later date.

Also attached are 3 pages of rates listed in the grouping in which they are levied, and a 4th page listing the changes in each rate from last year's rate. These 4 pages present a more understandable picture of the rates than the official Form L-4402. However, only the official form is to be adopted.

A Government of Service



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

DATED: November 2, 1993

ADOPTED: _____

PAGE 1 OF 3

	STATE EQUALIZED VALUATION	MILLAGES			PURPOSE
		SEPARATE OR ALLOCATED	EXTRA - VOTED OPERATE	BLOG-SITE-DEBT	
COUNTY ST. CLAIR	3,209,726,554	5.3869	.7531	.0000	SENIOR CITIZENS, DRUG TASK FORCE
TOWNSHIPS:					
BERLIN	44,958,268	.8356	.8356	.0000	FIRE
BROCKWAY	22,074,670	.9619	3.1743	.0000	FIRE, ROADS
BURTCHVILLE	61,922,439	.7174	1.1429	.0000	BUS, FIRE
CASCO	62,849,134	.8621	.0000	.0000	
CHINA CHARTER	418,226,520	1.0000	1.3856	.0000	ROADS, HOSPITAL
CLAY	252,270,732	.6200	.3856	.0000	HOSPITAL
CLYDE	74,516,305	.8015	.0000	.0000	
COLUMBUS	75,487,979	.8596	.0000	.0000	
COTTRELLVILLE	60,092,680	.8006	.2300	.0000	HOSPITAL
EAST CHINA CHARTER	318,490,990	3.0370	.3782	.3836	HOSPITAL, SEWER, WATER
EMMETT	23,346,435	.9500	.0000	.0000	
FORT GRATIOT CHARTER	202,786,535	.7628	1.8613	.0000	BUS, FIRE
GRANT	18,932,518	.9503	2.8509	.0000	FIRE, ROADS
GREENWOOD	78,227,437	1.0000	.0000	.0000	
IRA	94,661,157	.7341	.0000	1.9400	FIRE, WATER
KENOCKEE	29,548,562	.8471	1.7440	.0000	FIRE
KIMBALL	83,690,650	.8795	.0000	.0000	
LYNN	16,827,410	.9849	.9849	.0000	ROADS
MUSSEY	57,492,593	.9325	1.1190	.0000	FIRE
PORT HURON CHARTER	111,532,990	1.0000	2.1810	1.5000	FIRE, ROADS, BUS, SEWER
RILEY	42,341,410	.8604	.0000	.0000	
ST. CLAIR	111,710,470	.8688	.0000	.0000	
WALES	38,627,194	.8455	.0000	.0000	

	STATE EQUALIZED VALUATION	DOLLARS OF AD VALOREM TAXES LEVIED
CITIES:		
ALGONAC	63,348,789	995,336
MARINE CITY	69,578,953	1,487,988
MARYSVILLE	219,897,300	3,696,474
MEMPHIS	4,275,678	72,421
PORT HURON	420,460,825	7,204,028 (A)
ST. CLAIR	112,385,672	1,891,844
YALE	19,164,259	252,595
VILLAGES:		
CAPAC	15,901,624	375,665
EMMETT	2,844,774	17,508

(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 1993.

(SIGNATURE) COUNTY CLERK

NOTARIZATION

NOTARY PUBLIC

STATE OF MICHIGAN }

COUNTY, MICHIGAN COUNTY OF _____ } SS

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

STATEMENT SHOWING STATE EQUALIZED VALUATION AND MILLS APPORTIONED BY THE COUNTY BOARD OF COMMISSIONERS
OF THE COUNTY OF ST. CLAIR FOR THE YEAR 1993

DATED: November 2, 1993

ADOPTED: _____

EXHIBIT "A"

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	14,298,850	7.4211	24.7431	8.4500	
ANCHOR BAY	50-040 CASCO TOWNSHIP IRA TOWNSHIP	9,937,199 41,187,300	7.8824 * 7.8824 *	29.9678 * 29.9678 *	4.9100 * 4.9100 *	
ARMADA AREA	50-050 BERLIN TOWNSHIP RILEY TOWNSHIP	11,703,055 6,147,577	8.5800 * 8.5800 *	30.6500 * 30.6500 *	7.6000 * 7.6000 *	
RICHMOND COMM.	50-180 CASCO TOWNSHIP COLUMBUS TOWNSHIP	27,285,507 49,366,878	7.9751 * 7.9751 *	29.5767 * 29.5767 *	.8500 * .8500 *	
BROWN CITY COMM.	70-060 LYNN TOWNSHIP	2,417,139	9.0000	24.0000	1.5900	
CROSWELL-LEX.	76-080 BURTCVILLE TWP. GRANT TOWNSHIP GREENWOOD TOWNSHIP	15,954,241 7,188,420 458,175	9.0000 * 9.0000 * 9.0000	20.0000 * 20.0000 * 20.0000	3.9000 * 3.9000 * 3.9000	

* SCHOOL DISTRICTS LEVYING A 1993 SUMMER TAX

SCHOOL DISTRICT	NUMBER	PURPOSE	MILLAGE RATE	
			JULY	DECEMBER
St. Clair County Intermediate	74-000	Oper.	.0985 a	.0985 a
		Oper.	-0- b	.1970 b
Special Education		Oper.	1.1728 a	1.1727 a
		Oper.	-0- b	2.3455 b
Vocational Education		Oper.	.4691 a	.4691 a
		Oper.	-0- b	.9382 b
Port Huron Area	74-010	Oper.	7.1474 c	27.4500 c
		Debt	2.0000 c	-0- c
		Oper.	3.5737 d	31.0237 d
		Debt	1.0000 d	1.0000 d
Algonac Community	74-030	Oper.	15.9533 e	15.9530 e
		Debt	1.6250 e	1.6250 e
Marysville Public	74-100	Oper.	18.6853 f	19.1851 f
		Debt	-0- f	.5000 f
		Oper.	-0- g	37.8704 g
		Debt	-0- g	.5000 g
St. Clair County Community College	5359	Oper.	1.4076 h	1.4076 b
Macomb County Intermediates	50-000	Oper.	.2101 i	.2101 j
Special Education		Oper.	1.8266 i	1.8266 j
Anchor Bay	50-040	Oper.	18.9252 k	18.9250 k
		Debt	1.8300 k	3.0800 k
Armada Area	50-050	Oper.	13.9408 l	25.2892 l
		Debt	3.8000 l	3.8000 l
Richmond Community	50-180	Oper.	18.7800 j	18.7718 j
		Debt	.8500 j	-0- j
Croswell/Lexington	76-080	Oper.	12.8812 m	16.1188 m
		Oper.	-0- n	29.0000 n
		Debt	1.9500 m	1.9500 m
		Debt	-0- n	3.9000 n

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

ST. CLAIR COUNTY 1993 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 SCHOOLS			COUNTY		TOWNSHIPS		TOTAL 1993 RATE	PREVIOUS 1992 RATE	RATES 1991 RATE
		FIXED	OPERATING	DEBT	VOTED	OPER.	DEBT	SP. ED.	VOC. ED	FIXED	EXTRA	FIXED	OTHER				
BERLIN																	
44-020 Almont Com (1)	14,298,850	7,4211	24,7431	8,4500	None	None	None	0.2099	0.9327	2.1452	5.3869	0.7531	0.8356	51.7132	54.7248	54.7309	
50-050 Armada (2)	11,703,055	8,5800	30,6500	7,6000	None	None	None	0.2101	1.8266	None	5.3869	0.7531	0.8356	56.6779	56.2069	51.1169	
74-040 Capac Com	18,956,363	7,5998	25,2300	1,5000	1.4076	None	None	0.1970	2.3455	0.9382	5.3869	0.7531	0.8356	47.0293	48.4437	48.4629	
BROCKWAY																	
74-040 Capac Com	246,150	7,5998	25,2300	1,5000	1.4076	None	None	0.1970	2.3455	0.9382	5.3869	0.7531	0.9619	49.4943	50.8426	48.8549	
74-130 Yale Public	21,828,520	7,6711	26,7820	4,2500	1.4076	None	None	0.1970	2.3455	0.9382	5.3869	0.7531	0.9619	53.8676	52.1126	50.1112	
BURTCHEVILLE																	
74-010 Port Huron Area	45,968,198	7,1474	27,4500	2,0000	1.4076	None	None	0.1970	2.3455	0.9382	5.3869	0.7531	0.7174	49.4860	50.4518	49.9606	
76-080 Cros-Lex Com (3)	15,954,241	9,0000	20,0000	3,9000	None	None	None	0.2257	0.8127	1.8060	5.3869	0.7531	0.7174	43.7447	43.9380	41.8048	
CASCO																	
50-040 Anchor Bay (2)	9,937,199	7,8824	29,9678	4,9100	None	None	None	0.2101	1.8266	None	5.3869	0.7531	0.8621	51.7990	52.8471	48.3029	
50-180 Richmond Com (2)	27,285,507	7,9751	29,5767	0,8500	None	None	None	0.2101	1.8266	None	5.3869	0.7531	0.8621	47.4406	50.7631	47.2593	
74-050 East China	25,626,428	8,0200	15,5000	2,0000	1.4076	None	None	0.1970	2.3455	0.9382	5.3869	0.7531	0.8621	37.4104	38.2470	38.2582	
CHINA																	
74-050 East China	418,226,520	8,0200	15,5000	2,0000	1.4076	None	None	0.1970	2.3455	0.9382	5.3869	0.7531	1.0000	38.9339	39.7113	39.7225	
CLAY																	
74-030 Algonac Com	252,270,732	5,2555	26,6508	3,2500	1.4076	None	None	0.1970	2.3455	0.9382	5.3869	0.7531	0.6200	47.1902	50.4725	50.4837	
CLYDE																	
74-010 Port Huron Area	65,283,305	7,1474	27,4500	2,0000	1.4076	None	None	0.1970	2.3455	0.9382	5.3869	0.7531	0.8015	48.4272	49.1655	49.1767	
74-130 Yale Public	9,233,000	7,6711	26,7820	4,2500	1.4076	None	None	0.1970	2.3455	0.9382	5.3869	0.7531	0.8015	50.5329	48.7136	48.7248	
COLUMBUS																	
50-180 Richmond Com (2)	49,366,878	7,9751	29,5767	0,8500	None	None	None	0.2101	1.8266	None	5.3869	0.7531	0.8596	47.4381	50.7692	47.2654	
74-050 East China	21,814,402	8,0200	15,5000	2,0000	1.4076	None	None	0.1970	2.3455	0.9382	5.3869	0.7531	0.8596	37.4079	38.2531	38.2643	
74-100 Marysville Public	2,095,691	7,6711	29,6993	0,5000	1.4076	None	None	0.1970	2.3455	0.9382	5.3869	0.7531	0.8596	49.7583	52.3031	52.3112	
74-120 Memphis Com	2,211,008	7,1001	29,7297	1,0000	1.4076	None	None	0.1970	2.3455	0.9382	5.3869	0.7531	0.8596	49.7177	54.2200	53.	
COTTRELLVILLE																	
74-050 East China	60,092,680	8,0200	15,5000	2,0000	1.4076	None	None	0.1970	2.3455	0.9382	5.3869	0.7531	0.8006	37.5789	38.6207	38.6319	
EAST CHINA																	
74-050 East China	318,490,990	8,0200	15,5000	2,0000	1.4076	None	None	0.1970	2.3455	0.9382	5.3869	0.7531	3.0370	40.3471	41.2023	41.2054	
EMMETT																	
74-040 Capac Com	11,056,862	7,5998	25,2300	1,5000	1.4076	None	None	0.1970	2.3455	0.9382	5.3869	0.7531	0.9500	46.3081	47.5437	47.5549	
74-130 Yale Public	* 12,289,573	7,6711	26,7820	4,2500	1.4076	None	None	0.1970	2.3455	0.9382	5.3869	0.7531	0.9500	50.6814	48.8137	48.8249	
VILLAGE OF EMMETT	* 2,844,774												6.1544	6.1544	6.6248	6.6374.	

VILLAGE RATES ARE IN ADDITION TO RATES LISTED ON LINES ABOVE
 A=Senior Citizen .4694 B=Drug Task Force .2837 C=Roads 1.2505 D=Fire 1.9238 E=Fire .7174
 F=Bus .4255 G=Hospital .3856 H=Roads 1.0000 I=Sewer/Water .3836 J=Hospital .3782
 * Village S.E.V. also included in Township S.E.V.

ST. CLAIR COUNTY 1993 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 SCHOOLS		COUNTY		TOWNSHIPS		TOTAL 1993 RATE	PREVIOUS 1992 RATE	RATES 1991 RATE
		FIXED OPER.	OPERATING DEBT	VOTED OPER.	DEBT	FIXED OPER.	ED VOTED	FIXED OPER.	EXTRA VOTED	FIXED OPER.	OTHER			
FORT GRATIOT														
74-010 Port Huron Area	202,786,535	7,1474	27,4500	2,0000	None	0,1970	2,3455	0,9382	5,3869	0,7531	K,L 1,8613	50,2498	51,1498	51,0610
GRANT														
74-010 Port Huron Area	8,117,339	7,1474	27,4500	2,0000	None	0,1970	2,3455	0,9382	5,3869	0,7531	M,N 2,8509	51,4269	52,2656	51,2768
74-130 Yale Public	3,626,759	7,6711	26,7820	4,2500	None	0,1970	2,3455	0,9382	5,3869	0,7531	2,8509	53,5326	51,8137	50,8249
76-080 Cros-Lex Com (3)	7,188,420	9,0000	20,0000	3,9000	None	0,2257	0,8127	1,8060	5,3869	0,7531	2,8509	45,6856	45,7518	43,1180
GREENWOOD														
74-130 Yale Public	77,769,262	7,6711	26,7820	4,2500	None	0,1970	2,3455	0,9382	5,3869	0,7531	None	50,7314	48,8137	48,8137
76-080 Cros-Lex Com (3)	458,175	9,0000	20,0000	3,9000	None	0,2257	0,8127	1,8060	5,3869	0,7531	None	42,8844	42,7518	41,1111
IRA														
50-040 Anchor Bay (2)	41,187,300	7,8824	29,9678	4,9100	None	0,2101	1,8266	None	5,3869	0,7531	g,h 1,9400	53,6110	53,9111	49,3633
74-030 Algonac Com	45,313,925	5,2555	26,6508	3,2500	None	0,1970	2,3455	0,9382	5,3869	0,7531	1,9400	48,8587	51,4007	51,4119
74-050 East China	8,159,932	8,0200	15,5000	2,0000	None	0,1970	2,3455	0,9382	5,3869	0,7531	1,9400	39,2224	39,3110	39,3222
KENOCKEE														
74-010 Port Huron Area	47,489	7,1474	27,4500	2,0000	None	0,1970	2,3455	0,9382	5,3869	0,7531	Fire 1,7440	50,2168	51,0782	48,2483
74-120 Memphis Com	334,039	7,1001	29,7297	1,0000	None	0,1970	2,3455	0,9382	5,3869	0,7531	1,7440	51,4492	56,0932	53,9154
74-130 Yale Public	29,167,034	7,6711	26,7820	4,2500	None	0,1970	2,3455	0,9382	5,3869	0,7531	1,7440	52,3225	50,6263	48,7964
KIMBALL														
74-010 Port Huron Area	64,590,100	7,1474	27,4500	2,0000	None	0,1970	2,3455	0,9382	5,3869	0,7531	None	48,5052	49,2308	48,2420
74-100 Marysville Public	19,090,550	7,6711	29,6993	0,5000	None	0,1970	2,3455	0,9382	5,3869	0,7531	None	49,7782	52,3289	52,3401
74-120 Memphis Com	10,000	7,1001	29,7297	1,0000	None	0,1970	2,3455	0,9382	5,3869	0,7531	None	49,7376	54,2458	53,9091
LYNN														
74-040 Capac Com	9,319,584	7,5998	25,2300	1,5000	None	0,1970	2,3455	0,9382	5,3869	0,7531	Roads 0,9849	47,3279	48,5437	48,5549
74-130 Yale Public	5,090,687	7,6711	26,7820	4,2500	None	0,1970	2,3455	0,9382	5,3869	0,7531	0,9849	51,7012	49,8137	49,8249
76-060 Brown City Com(3)	2,417,139	9,0000	24,0000	1,5900	None	0,2257	0,8127	1,8060	5,3869	0,7531	0,9849	45,5442	47,5442	45,8894
MUSSEY														
74-040 Capac Com	57,492,593	7,5998	25,2300	1,5000	None	0,1970	2,3455	0,9382	5,3869	0,7531	Fire 1,1190	47,4096	48,7426	48,7426
VILLAGE OF CAPAC	15,901,624										0,P 12,0355	23,6243	24,8948	20,1111
PORT HURON														
74-010 Port Huron Area	111,532,990	7,1474	27,4500	2,0000	None	0,1970	2,3455	0,9382	5,3869	0,7531	0,R,S,I 3,6810	52,3067	52,2655	52,2768
RILEY														
50-050 Armada (2)	6,147,577	8,5800	30,6500	7,6000	None	0,2101	1,8266	None	5,3869	0,7531	None	55,8671	55,2438	50,1458
74-040 Capac Com	14,375,478	7,5998	25,2300	1,5000	None	0,1970	2,3455	0,9382	5,3869	0,7531	None	46,2185	47,4806	47,6918
74-120 Memphis Com	21,536,475	7,1001	29,7297	1,0000	None	0,1970	2,3455	0,9382	5,3869	0,7531	None	49,7185	54,2175	53,8808
74-130 Yale Public	281,880	7,6711	26,7820	4,2500	None	0,1970	2,3455	0,9382	5,3869	0,7531	None	50,5918	48,7506	48,7618

(2) = Macomb County
 (3) = Sanilac County
 A=Senior Citizen .4694 B=Drug Task Force .2837 K=Fire 1.1913 L=Bus .6700 M=Fire .9503 N=Roads 1.9006 O=Roads 4.6355
 P=Sewer 7.4000 Q=Roads .9183 R=Sewer 1.5000 S=Fire .4592 g=Fire .5400 h=Water 1.4000 i=Bus .8035

* Village S.E.V. also included in Township S.E.V.

ST. CLAIR COUNTY 1993 TAX RATES
 RATES ARE EXPRESSED AS DOLLARS PER \$1,000 OF STATE EQUALIZED VALUATION

TOWNSHIP, VILLAGE AND SCHOOL DISTRICT	EQUALIZED VALUE		LOCAL OPERATING		SCHOOLS		COLLEGE		INTERMEDIATE SCHOOLS		COUNTY		TOWNSHIPS		TOTAL 1993		PREVIOUS RATES 1991		
	FIXED	VOTED	FIXED	VOTED	OPER.	DEBT	FIXED	VOTED	SP. ED.	VOC. ED.	FIXED	EXTRA	FIXED	OTHER	RATE	RATE	1992	1991	
ST. CLAIR																			
74-050 East China	83,413,966	15,5000	2,0000	1,4076	0.1970	None	0.9382	0.9382	2.3455	0.9382	5.3869	0.7531	0.8688	None	37.4171	38.2726	38.2537		
74-100 Marysville Public	28,296,504	29.6993	0.5000	1.4076	0.1970	None	0.9382	0.9382	2.3455	0.9382	5.3869	0.7531	0.8688	None	49.7675	52.3226	52.3037		
WALES																			
74-010 Port Huron Area	6,359,063	27.4500	2,0000	1.4076	0.1970	None	0.9382	0.9382	2.3455	0.9382	5.3869	0.7531	0.8455	None	48.4712	48.2296	49.2408		
74-100 Marysville Public	620,897	29.6993	0.5000	1.4076	0.1970	None	0.9382	0.9382	2.3455	0.9382	5.3869	0.7531	0.8455	None	49.7442	52.3277	52.3389		
74-120 Memphis Com	26,757,652	29.7297	1,0000	1.4076	0.1970	None	0.9382	0.9382	2.3455	0.9382	5.3869	0.7531	0.8455	None	49.7036	54.2446	53.9079		
74-130 Yale Public	4,889,582	26.7820	4.2500	1.4076	0.1970	None	0.9382	0.9382	2.3455	0.9382	5.3869	0.7531	0.8455	None	50.5769	48.7777	48.		
CITIES AND SCHOOL DISTRICTS																			
CITY OF ALGONAC																			
74-030 Algonac Com	63,348,789	5.2555	26.6508	3.2500	1.4076	None	0.9382	0.9382	2.3455	0.9382	5.3869	0.7531	10.3637	G, T, J 5.3483	61.8966	66.0413	66.0658		
CITY OF MARINE CITY																			
74-050 East China	69,578,953	8.0200	15.5000	2.0000	1.4076	None	0.9382	0.9382	2.3455	0.9382	5.3869	0.7531	17.0000	G, U, V 4.3856	57.9339	58.7113	58.7225		
CITY OF MARYSVILLE																			
74-100 Marysville Public	219,897,300	7.6711	29.6993	0.5000	1.4076	None	0.9382	0.9382	2.3455	0.9382	5.3869	0.7531	13.5410	W, X, Y 3.2690	65.7087	68.1737	68.0999		
CITY OF MEMPHIS																			
74-120 Memphis Com	4,275,678	7.1001	29.7297	1.0000	1.4076	None	0.9382	0.9382	2.3455	0.9382	5.3869	0.7531	16.9380	None	65.7961	71.0573	68.5348		
CITY OF PORT HURON																			
74-010 Port Huron Area	420,460,825	7.1474	27.4500	2.0000	1.4076	None	0.9382	0.9382	2.3455	0.9382	5.3869	0.7531	11.3376	L, Z, a 5.6144	64.5777	66.4656	66.5368		
CITY OF ST. CLAIR																			
74-050 East China	112,385,672	8.0200	15.5000	2.0000	1.4076	None	0.9382	0.9382	2.3455	0.9382	5.3869	0.7531	11.0940	G, b, c, d, e, f 5.7395	53.3818	54.3402	54.		
CITY OF YALE																			
74-130 Yale Public	19,164,259	7.6711	26.7820	4.2500	1.4076	None	0.9382	0.9382	2.3455	0.9382	5.3869	0.7531	13.1805	None	62.9119	62.4282	62.4394		

A=Senior Citizen .4694 B=Drug Task Force .2837 G=Hospital .3856 L=Bus .6700 T=Sewer 1.5000 U=Fire Station 2.0000
 V=Sewer/Streets 2.0000 W=Debt .5690 X=Roads 1.5000 Y=Capital Improvement 1.2000 Z=Debt 2.1100 a=Refuse 2.8344
 b=Water 1.3872 c=Pension .8613 d=Sewer 1.2069 e=Sewer Separation .8953 f=Streets 1.0032 j=water 3.4627

1993 TOTAL TAX RATE OF 54 TAX LEVYING JURISDICTIONS WITH CHANGE FROM 1992 RATE
Changes Expressed as Dollars per \$1,000 of State Equalized Value

1993 RATE	CHANGE	JURISDICTION	1993 RATE	CHANGE	JURISDICTION
6.1400	{ .3525 }	St. Clair County (c)	16.9380	{ .8387 }	City of Memphis (c)
1.6712	{ .2288 }	Berlin Twp. (b)(c)	16.9520	{ 1.2480 }	City of Port Huron (c)
4.1362	{ .1627 }	Brockway Twp. (c)	16.8335	{ .1930 }	City of St. Clair (c)
1.8603	{ .3259 }	Burtchville Twp. (b)(c)	13.1805	{ 1.4340 }	City of Yale (c)
2.8621	{ .0712 }	Casco Twp. (c)	23.6243	{ 1.2705 }	Village of Capac (c)
0.3856	{ .0120 }	China Twp. (c)	6.1544	{ .4704 }	Village of Emmett (b)(c)
1.0056	{ .0635 }	Clay Twp. (c)	36.5974	.1255	Port Huron Area Schools 74-010 (c)
0.8015	{ .0984 }	Clyde Twp. (c)	35.1563	{ 2.4534 }	Algonac Community Schools 74-030 (c)
0.8596	{ .0798 }	Columbus Twp. (c)	34.3298	{ .4202 }	Capac Community Schools 74-040 (c)
1.0306	{ .2764 }	Cottrellville Twp. (c)	25.5200	0	East China Schools 74-050
3.7988	{ .0898 }	East China Twp. (c)	37.8704	{ 1.6996 }	Marysville Public Schools 74-100 (c)
0.9500	{ .0500 }	Emmett Twp. (c)	37.8298	{ 3.6571 }	Memphis Community Schools 74-120 (c)
2.6241	{ .2601 }	Fort Gratiot Twp. (c)	38.7031	2.6831	Yale Public Schools 74-130 (c)
3.8012	{ .1988 }	Grant Twp. (c)	3.4807	{ .1944 }	St. Clair Co. Interim. Sp., & Voc. Ed. (c)
1.0000	0	Greenwood Twp.	1.4076	{ .2185 }	St. Clair Co. Community College (c)
2.6741	.6768	Ira Twp. (c)	2.0000	0	P.H. Downtown Development Authority
2.5911	{ .2215 }	Kenockee Twp. (c)	0.6700	{ .0300 }	Blue Water Area Transportation (c)
0.8795	{ .0857 }	Kimball Twp. (c)	0.3856	{ .0120 }	River District Hospital (c)
1.9698	{ .0302 }	Lynn Twp. (c)	42.7602	{ .5738 }	Anchor Bay Schools (c)
2.0515	{ .1474 }	Mussey Twp. (b)(c)	38.4018	{ 2.8482 }	Richmond Community Schools (c)
4.6810	.6811	Port Huron Twp. (c)	46.8300	1.1029	Armada Area Schools
0.8604	{ .0765 }	Riley Twp. (c)	40.6142	{ 2.2837 }	Almont Community Schools (c)
0.8688	{ .0901 }	St. Clair Twp. (c)	34.5900	{ 1.3800 }	Brown City Community Schools
0.8455	{ .1185 }	Wales Twp. (c)	32.9000	.7224	Crosswell-Lexington Community Schools
15.7120	{ .9259 }	City of Algonac (c)	2.0367	{ .0506 }	Macomb County Interim. & Sp. Ed (c)
21.3856	{ .0120 }	City of Marine City (c)	3.2878	{ .1466 }	Lapeer Co. Interim., Sp., & Voc. Ed. (c)
16.8100	0	City of Marysville (c)	2.8444	{ .2373 }	Sanilac Co. Interim., Sp., & Voc. Ed. (c)

(a) Rollback due to Section 211.34 of the General Property Tax Laws (Truth in Assessing, County Equalization).
 (b) Rollback due to Section 211.24e of the General Property Tax Laws (Truth in Taxation).
 (c) Rollback due to Section 211.34d of the General Property Tax Laws (Headlee).
 Numbers in parenthesis indicate a decrease

RESOLUTION 93-45

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 1994, 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.

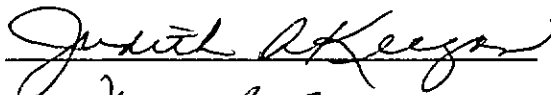
3) All resolutions and parts of resolutions in conflict with this Resolution are, to the extent of the conflict, hereby rescinded.

DATED: November 10, 1993

Reviewed and Approved by:



ELWOOD L. BROWN
County Corporation Counsel
301 County Building
Port Huron, MI 48060







RESOLUTION 93-44

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:

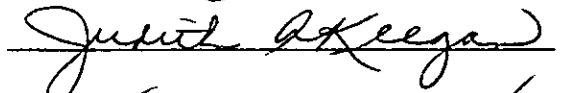
- 1) That the St. Clair County Administrator/Controller be authorized and empowered to allocate such funds as are necessary for said 1994 Marine Enforcement Program in an amount not to exceed ~~\$198,922.~~ 205,305.
- 2) All resolutions and parts of resolutions in conflict with this Resolution, are, to the extent of the conflict hereby rescinded.

DATED: November 10, 1993

Reviewed and Approved by:



ELWOOD L. BROWN
County Corporation Counsel
301 County Building
Port Huron, Michigan 48060



RESOLUTION 93-43

DISTRIBUTING THE 1994 COUNTY ROAD
APPROPRIATION

WHEREAS, the determination of the Board of County Road Commissioners of the County road needs for 1994 has been presented to the St. Clair County Board of Commissioners, and it has been determined to appropriate the sum of \$ 721,500 from the County General Fund.

NOW, THEREFORE, BE IT RESOLVED, that:

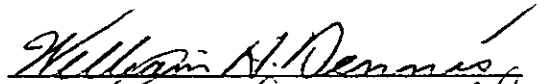
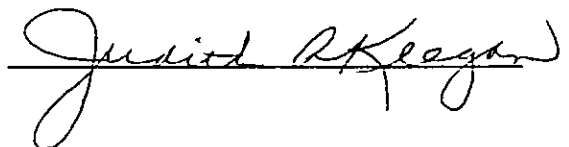

- 1) An appropriation of \$ 721,500 to be allocated in the 1994 Budget, is hereby made for the County Local Road Money Programs to be matched 100% by Townships. These dollars allocated to the Road Commission in four equal payments to be designated for the Townships on a formula basis.
- 2) All resolutions and parts of resolutions in conflict with this Resolution, are to the extent of the conflict, hereby rescinded.

DATED: November 10, 1993

Reviewed and Approved by:



ELWOOD L. BROWN
County Corporation Counsel
301 County Building
Port Huron, Michigan 48060

RESOLUTION 93-41

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, five hundred three thousand, three hundred thirty five and no/100 dollars (\$1,503,335) shall be paid from combined County and State funds during the life of this agreement provided further that three hundred eighty one thousand, eight hundred seventy six and no/100 dollars (\$381,876) 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.

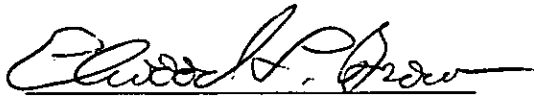
2. The Chairperson of this Board is hereby authorized to execute said agreement for and on behalf of St. Clair County.

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

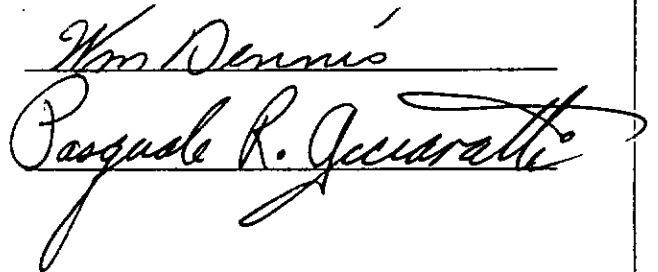
4. All resolutions and parts of resolutions, insofar as the same conflict with the provisions of this resolution be, and the same hereby are rescinded.

DATED: October 27, 1993

Reviewed and Approved by:



ELWOOD L. BROWN
County Corporation Counsel
301 County Building
Port Huron, Mi 48060



ST. CLAIR COUNTY, MICHIGAN
FRIEND OF THE COURT
1994 LINE ITEMS

DESCRIPTION	GF PROPOSED	FOC	CENTRAL SERVICES	94 BUDGET
FOC WAGES	\$29,125	\$29,125	\$0	\$58,250
SALARIES & WAGES, PERM	793,530	165,393	0	958,923
SALARIES & WAGES, TEMP	6,500		0	6,500
SALARIES & WAGES, OVT	500		0	500
LONGEVITY	21,823	2,400	0	24,223
EMPLOYER'S SOC SEC	65,062	14,881	0	79,943
HOSPITAL INSURANCE	96,100	15,750	0	111,850
EMPLOYEE'S LIFE	3,410	440	0	3,850
RETIREMENT	107,010	28,436	0	135,446
DENTAL	17,050	2,200	0	19,250
DISABILITY INS	2,111	492	0	2,603
UNEMPLOYMENT	2,111	492	0	2,603
WORKER'S COMP	19,158	4,285	0	23,443
OFFICE SUPPLIES	60,800	1,500	0	62,300
BOOKS	500		0	500
PROFESSIONAL & CONTRACTUAL	15,000	1,800	0	16,800
PROGRAMMING & DP USE	500		0	500
COMMUNICATIONS	4,400		0	4,400
TRAVEL	800	200	0	1,000
TRAVEL-OTHER	2,500	3,600	0	6,100
INSURANCE & BONDS	0		0	0
REPAIRS & SERVICE	9,000	1,000	0	10,000
EQUIPMENT RENTAL	0		0	0
COST ALLOCATION	186,995		(186,995)	0
EDUCATION & TRAINING	500		0	500
REFUNDS	1,000		0	1,000
OFFICE EQUIPMENT	5,000	13,000	0	18,000
TOTAL	\$1,450,485	\$284,995	(\$186,995)	\$1,548,485

G.F. TO FOC FUND RATIO	83.58%	16.42%		
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REVENUES				
STATUTORY FEES	\$136,000		\$0	\$136,000
JUDGEMENT FEES		17,000	0	\$17,000
MEDICAL INCENTIVES	11,000		0	\$11,000
10% INCENTIVE ASSUMES NO GRO	348,861		0	\$348,861
3% INCENTIVE		104,658	0	\$104,658
CRP REVENUE	937,297	184,162	0	\$1,121,459
NEW \$.25 FEE REVENUE	6,000			\$6,000
TOTAL	\$1,439,158	\$305,821	\$0	\$1,744,979

SURPLUS OF REVENUES OVER EXPENSES	(\$11,327)	\$20,826	\$186,995	\$196,494
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Michigan Department of Social Services

COOPERATIVE REIMBURSEMENT CONTRACT APPLICATION

Application is hereby made to the Michigan Department of Social Services for approval of a proposal to provide services in accord with approved Title IV-D state plan to establish paternity, secure support orders and enforce support orders.

SECTION I – IDENTIFICATION AND SIGNATURES

A. PROGRAM IDENTIFICATION

1) LOCATION OF PROGRAM (City, County, Mailing Address) 201 McMorran Blvd, Port Huron, Michigan 48060	
2) PROGRAM PROVIDER (Name, Title – Prosecutor, Chief Judge or Designee) Friend of the Court – Susan Borovich	
3) PROGRAM CONTRACTOR (Name, Title – Board of Commissioners or Designee) Chairperson Board of Commissioners	
4) TYPE OF APPLICATION <input checked="" type="checkbox"/> RENEWAL <input type="checkbox"/> AMENDMENT <input type="checkbox"/> NEW PROGRAM	6) TYPE OF PROGRAM <input type="checkbox"/> PROSECUTING ATTORNEY <input checked="" type="checkbox"/> FRIEND OF THE COURT <input type="checkbox"/> COMBINED PA AND FOC
5) PROPOSED PROGRAM DATES FROM 01-01-94 to 12-31-94	

B. SIGNATURES

7) PROGRAM PROVIDER (Prosecutor or Friend of the Court)	(SIGNATURE)	(DATE)
8) PROGRAM CONTRACTOR (Board Chairperson or designee)	(SIGNATURE)	(DATE)

Please submit two copies of the application to your Office of Child Support District Manager. Retain one copy for your files.

(FOR MDSS USE)

SOCIAL SERVICES BOARD, DSS COUNTY DIRECTOR	(SIGNATURE)	(DATE)
OFFICE OF CHILD SUPPORT DISTRICT MANAGER	(SIGNATURE)	(DATE)

SECTION II – MANAGEMENT PLAN

1) PROGRAM PURPOSE – The IV–D Child Support Enforcement Program is a federal, state and local effort to collect child support from parents who are legally obligated to pay. This is accomplished through services provided to establish paternity, locate absent parents, establish child support orders, enforce child support orders and collect child support payments. This application is a proposal for service delivery and resource need projections in support of the program purpose and in accordance with the Title IV–D State Plan for Michigan.

B) ACTIVITIES AND RESPONSIBILITIES – As a provider of Title IV–D services, the activities and responsibilities specified in Section II of the agreement will be performed.

C) COOPERATIVE REIMBURSEMENT SUPERVISOR – Name, Title, mailing address and telephone number of designated person with responsibility for the cooperative reimbursement goals and operations (FOC or PA) within the program provider's office.

Mrs. Susan Borovich
Friend of the Court
201 McMorran Blvd.
Port Huron, Michigan 48060
(313) 985–2292

D) FINANCIAL OFFICER – Name, title, and mailing address of the county official authorized by the County Board of Commissioners to sign the Title IV–D Cooperative Reimbursement Expenditure Report (DSS– 286), certifying that the expenditures reported are accurate and allowable for Title IV–D reimbursement.

Mr. Donald E. Dodge
County Controller/ Administrator
201 McMorran Blvd.
Port Huron, Michigan 48060

E) ORGANIZATIONAL CHART – (Attached to application)

F) POSITION DESCRIPTIONS – (On file in the contractor/provider office)
(New positions, attach descriptions)

G) DOCUMENTATION OF JOINT PERSONNEL COSTS – The methodology to be used as the basis for claiming reimbursement of personnel and other allowable costs related to providing the IV–D services is:

- A. TIME ALLOCATION STUDIES
- B. DAILY TIME LOGS
- C. MONTHLY CERTIFICATION THAT ALL COSTS CLAIMED ARE 100% IV–D

TITLE IV - D COOPERATIVE REIMBURSEMENT
SECTION IV - BUDGET

A. CONTRACT DESCRIPTION

1. COUNTY ST. CLAIR
2. PROVIDED FOC
3. FUNDING YEAR 1994

COLUMN I	COLUMN II	COLUMN III
	PROPOSED IV-D BUDGET	PROVIDER'S ELIGIBLE BUDGET
B. ALLOCATION FACTORS		
1. FTE POSITIONS	33.27	36
2. % OF TOTAL FTE POSITIONS	92.41%	100.00%
3. CASELOAD % (FOC ONLY)	84.85%	100.00%
	PROPOSED IV-D BUDGET	PROVIDER'S ELIGIBLE BUDGET
C. IV-D BUDGET CATEGORIES		
1. PERSONNEL	1,319,322	1,427,644
2. DATA PROCESSING	53,211	62,712
3. OTHER DIRECT	128,795	139,370
4. CENTRAL SERVICES	117,404	127,043
5. PATERNITY TESTING (PA ONLY)	0	0
6. TOTAL BUDGET	1,618,731	1,756,769
7. SERVICE FEES	(115,396)	(136,000)
8. OTHER INCOME (DESCRIBABLE)		
9. NET BUDGET	1,503,335	1,620,769
10. COUNTY SHARE \$	381,876	
11. COUNTY SHARE %	25.40%	
12. STATE SHARE \$	1,121,459	
13. STATE SHARE %	74.60%	

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

1. COUNTY ST. CLAIR
 2. PROVIDED FOC
 3. FUNDING YEAR 1994

PERSONNEL LINE ITEM WORKSHEET

County Budget Line Items	A. Provider's County Total	B. Costs Unallowable In The IV-D Contract		C. Provider's Eligible Budget (A - B)	D. IV-D Allocation Factor	E. Amount Allocated To IV-D Budget (D X C)
		CSES	OTHER			
GORDON	39,890			39,890	92.41%	36,863
CLUBB	51,801			51,801	92.41%	47,871
BAILEY	47,786			47,786	92.41%	44,160
KUZMA (NO HEALTH)	46,239			46,239	92.41%	42,731
BLAKE	35,951			35,951	92.41%	33,223
HULL	38,601			38,601	92.41%	35,672
TREMP	47,195			47,195	92.41%	43,614
SLOAN	33,989			33,989	92.41%	31,411
DOCHERTY	49,882			49,882	92.41%	46,097
MASSACAR	35,951			35,951	92.41%	33,223
SURLINE	38,751			38,751	92.41%	35,811
SENYK	35,325			35,325	92.41%	32,645
GILBERT	32,659			32,659	92.41%	30,181
HURLEY	32,659			32,659	92.41%	30,181
MAC ALPINE	42,914			42,914	92.41%	39,658
SCHALLER	30,352			30,352	92.41%	28,049
KINNEY	37,502			37,502	92.41%	34,657
HOULE	48,401			48,401	92.41%	44,728
KELLY	33,002			33,002	92.41%	30,498
PORTER	37,502			37,502	92.41%	34,657
SOMMERS	29,859			29,859	92.41%	27,593
BOROVICH (1)	77,541			77,541	92.41%	71,657
RAKER	44,974			44,974	92.41%	41,562
COOK (NO HEALTH)	41,640			41,640	92.41%	38,480
VETTESE, KATHLENE (N/H)	27,513			27,513	92.41%	25,426
ROSS	32,659			32,659	92.41%	30,181
SANTER (N/H)	29,325			29,325	92.41%	27,100
MCCORMICK (N/H)	41,640			41,640	92.41%	38,480
JAKUBIAK	65,270			65,270	92.41%	60,317
APPLING	32,659			32,659	92.41%	30,181
GREWE	32,509			32,509	92.41%	30,042
ROTH	29,859			29,859	92.41%	27,593
WOOLMAN	0			0	92.41%	0
BELANGER	51,734			51,734	92.41%	47,809
DITSCHMAN	49,542			49,542	92.41%	45,783
KINCAID	36,959			36,959	92.41%	34,155
TEMPORARY HELP	6,997			6,997	92.41%	6,466
OVERTIME	615			615	92.41%	568
TOTAL	1,427,644	0	0	1,427,644	92.41%	1,319,322

SUBCONTRACTS:

COMMENTS:

**TITLE IV-D COOPEATIVE REIMBURSEMENT CONTRACT
SECTION IV-D - BUDGET PROPOSAL
BUDGET DOCUMENTATION**

1. COUNTY ST. CLAIR
 2. PROVIDED FOC
 3. FUNDING YEAR 1994

DATA PROCESSING LINE ITEM WORKSHEET

County Budget Line Items	A. Provider's County Total	B. Costs Unallowable In The IV-D Contract		C. Provider's Eligible Budget (A - B)	D. IV-D Allocation Factor	E. Amount Allocated To IV-D Budget (D X C)
		CSES	OTHER			
PROGRAMMING & DP USE	500			500	84.85%	424
INDIRECT DATA PROCESSING	59,952			59,952	84.85%	50,869
EQUIPMENT USE CHARGE	2,260			2,260	84.85%	1,917
TOTAL	62,712	0	0	62,712	//////	53,211

SUBCONTRACTS:

COMMENTS:

**TITLE IV-D COOPEATIVE REIMBURSEMENT CONTRACT
SECTION IV-D - BUDGET PROPOSAL
BUDGET DOCUMENTATION**

1. COUNTY ST. CLAIR
 2. PROVIDED FOC
 3. FUNDING YEAR 1994

OTHER DIRECT LINE ITEM WORKSHEET

County Budget Line Items	A. Provider's County Total	B. Costs Unallowable In The IV-D Contract		C. Provider's Eligible Budget (A - B)	D. IV-D Allocation Factor	E. Amount Allocated To IV-D Budget (D X C)
		CSES	OTHER			
OFFICE SUPPLIES	62,300			62,300	92.41%	57,573
BOOKS	500			500	92.41%	462
PROFESSIONAL & CONTRACTUAL	16,800			16,800	92.41%	15,525
					92.41%	
COMMUNICATIONS	4,400			4,400	92.41%	4,066
TRAVEL	1,000			1,000	92.41%	924
TRAVEL-OTHER	6,100			6,100	92.41%	5,637
INSURANCE & BONDS	0			0	100.00%	0
REPAIRS & SERVICE	10,000			10,000	92.41%	9,241
EQUIPMENT RENTAL	0			0	92.41%	0
COST ALLOCATION	0			0	92.41%	
EDUCATION & TRAINING	500			500	92.41%	462
REFUNDS	1,000			1,000	92.41%	924
OFFICE EQUIPMENT	18,000			18,000	92.41%	16,634
EQUIPMENT USE CHARGE	18,770			18,770	92.41%	17,346
TOTAL	139,370	0	0	139,370	//////	128,795

SUBCONTRACTS:

CONSULTANT CONTRACT FOR MONTHLY BILLING SERVICES FROM D.M. GRIFFITH & ASSOCIATES

COMMENTS:

TITLE IV-D COOPEATIVE REIMBURSEMENT CONTRACT
SECTION IV-D - BUDGET PROPOSAL
BUDGET DOCUMENTATION

1. COUNTY ST. CLAIR
 2. PROVIDED FOC
 3. FUNDING YEAR 1994

DEPRECIATION WORKSHEET

ITEM	A. DATE PURCHASED	B. TOTAL COSTS	C. YEARS TO BE DEPRC.	D. YEARLY AMOUNT	E. BILLING MONTH TO BEGIN	F. BILLING MONTH TO END	G. MONTHLY AMOUNT
PANASONIC RR-900 TRANSCRIBER W/ ADP	03-89	441.96	5	88.39	03-89	02-94	14.73
BOOKCASE W/GLASS DOORS	02-89	158.00	5	31.60	02-89	01-94	2.63
LANIER MODEL LCR-40 W/MICS	02-89	7,083.00	5	1,416.60	02-89	01-94	118.05
IBM PROPRINTER	04-89	583.00	5	116.60	04-89	03-94	36.87
IBM PROPRITER CABLE	03-89	36.50	5	7.30	03-89	02-94	1.22
PANASONIC RECORDER W/ADPT	04-89	133.80	5	26.76	04-89	03-94	6.69
IBM TERMINAL (3197)	06-89	1,391.00	5	278.20	06-89	05-94	115.92
PANASONIC KX-E7000	09-89	843.00	5	168.60	09-89	08-94	112.40
PANASONIC KX-ED20/KX-EK4	09-89	703.00	5	140.60	09-89	08-94	93.73
PANSONIC TRANSCRIBER	10-89	250.00	5	50.00	10-89	09-94	37.50
IBM PS-2 MODEL 30/286 20MEG (3)	11-89	5,685.00	5	1,137.00	11-89	10-94	947.50
IBM PS-2 MODEL 50 30MEG	11-89	2,325.00	5	465.00	11-89	10-94	387.50
IBM COLOR MONITOR (4)	11-89	1,824.00	5	364.80	11-89	10-94	304.00
HP LASER PRINTER	11-89	1,900.00	5	380.00	11-89	10-94	316.67
HP MEMORY BOARD	11-89	420.00	5	84.00	11-89	10-94	70.00
SHARESPOOLER ESI 2041B	11-89	560.00	5	112.00	11-89	10-94	93.33
IBM PROPRINTER XL24E	11-89	860.00	5	172.00	11-89	10-94	143.33
CABLES/DOS/FREIGHT/CONNECTORS	11-89	690.00	5	138.00	11-89	10-94	115.00
IBM SYSTEM 36/EMULATOR (3)	11-89	1,875.00	5	375.00	11-89	10-94	312.50
DATAMATE 1000 MICROFICH READ/PRINT	12-89	2,549.22	5	509.84	12-89	11-94	467.36
PANASONIC RR-950 TRANSCRIBER	03-90	250.00	5	50.00	03-90	02-95	50.00
MOTOROLA HANDYTALKIE	06-90	711.00	5	142.20	06-90	05-95	142.20
HON CHAIRS (W/ARMS) (6)	06-90	594.00	5	118.80	06-90	05-95	118.80
PANASONIC RN-125 RECORDER (3)	06-90	215.88	5	43.18	06-90	05-95	43.18
HON CHAIRS (W/ARMS)	07-90	226.50	5	45.30	06-90	05-95	45.30
TYPEWRITERS (4)	08-90	2,800.00	5	560.00	07-90	06-95	560.00
TERMINAL (IBM)	08-90	1,400.00	5	280.00	07-90	06-95	280.00
IBM PS II MODEL 30	08-90	1,900.00	5	380.00	07-90	06-95	380.00
DESKS (2)	08-90	1,550.00	5	310.00	07-90	06-95	310.00
CALCULATORS (3)	08-90	450.00	5	90.00	07-90	06-95	90.00
CANON AP810ITI (4 TYPEWRITER)	09-90	2,600.00	5	520.00	09-90	08-95	520.00
SHARP 8350 COPIER	09-90	3,963.00	5	792.60	09-90	08-95	792.60
IBM PS II MODEL 30 286	11-90	2,425.00	5	485.00	11-90	10-95	485.00
IBM 3477 TERMINAL	12-90	1,452.00	5	290.40	12-90	11-95	290.40
1991 CHEVY LUMINA	04-91	10,489.35	3	3,489.78	04-91	03-94	3,489.78
MEMOREX TERMINALS (3)	12-91	3,085.00	5	617.00	12-91	11-96	617.00
IBM EMULATOR ADAPTOR	12-91	525.00	5	105.00	12-91	11-96	105.00
PRINTER 500/CPS MATRIX	07-92	4,056.04	5	811.21	07-92	06-97	811.21
OFFICE FURNITURE	12-92	5,000.00	5	1,000.00	12-92	11-97	1,000.00
ELECTRONCS IMAGING & OTHER EQ	01-93	16,403.00	5	3,280.60	01-93	12-97	3,280.60
FOC DESK/CHAIR/CORD	03-93	1,597.00	5	319.40	03-93	02-98	319.40
PROPOSED OFFICE EQUIPMENT	01-94	18,000.00	5	3,600.00	01-94	12-98	3,600.00
SUB-TOTAL DATA PROCESSING	0	12,528.54	0	2,505.71	0.00	0.00	2,259.61
SUB-TOTAL OTHER DIRECT		97,455.71	0	20,887.06	0.00	0.00	18,769.79
TOTAL		\$109,984		\$23,393			\$21,029

SUBCONTRACTS:

COMMENTS:

TITLE IV-D COOPEATIVE REIMBURSEMENT CONTRACT
SECTION IV-D - BUDGET PROPOSAL
BUDGET DOCUMENTATION

1. COUNTY ST. CLAIR
2. PROVIDED FOC
3. FUNDING YEAR 1994

CENTRAL SERVICES LINE ITEM WORKSHEET

County Budget Line Items	A. Provider's County Total	B. Costs Unallowable In The IV-D Contract		C. Provider's Eligible Budget (A - B)	D. IV-D Allocation Factor	E. Amount Allocated To IV-D Budget (D X C)
		CSES	OTHER			
1992 COST ALLOCATION	127,043			127,043	92.41%	117,404
TOTAL	127,043	0	0	127,043	////////////////////	117,404

SUBCONTRACTS:

COMMENTS:

**TITLE IV-D COOPEATIVE REIMBURSEMENT CONTRACT
SECTION IV-D - BUDGET PROPOSAL
BUDGET DOCUMENTATION**

1. COUNTY ST. CLAIR
 2. PROVIDED FOC
 3. FUNDING YEAR 1994

PATERNITY TESTING LINE ITEM WORKSHEET

County Budget Line Items	A. Provider's County Total	B. Costs Unallowable In The IV-D Contract		C. Provider's Eligible Budget (A - B)	D. IV-D Allocation Factor	E. Amount Allocated To IV-D Budget (D X C)
		CSES	OTHER			
TOTAL	0	0	0	0	//////	0

SUBCONTRACTS:

COMMENTS:

TITLE IV–D COOPERATIVE REIMBURSEMENT CONTRACT
SECTION IV – BUDGET PROPSAL
BUDGET DOCUMENTATION

1. COUNTY ___ ST. CLAIR ___
2. PROVIDED ___ FOC ___
3. FUNDING YEAR ___ 1994 ___

SOURCE OF FUNDING WORKSHEET
(Used to calculate lines 10–13 of Contract Budget)

1. Total Net IV–D Budget Proposed for 1994 Contract	\$1,503,335
2. 66% of Line 1 (FFP Match)	\$992,201
3. State GF/GP Funding allocation *	\$129,258
4. Total of 2 and 3 is State Share of Net IV–D Budget (Enter in BUDGET PROPOSAL, LINE 12)	\$1,121,459
5. State Funding Share as a percent of Net IV–D Budget (4 divided by 1) (Enter in BUDGET PROPOSAL, LINE 13)	74.60%
6. County Funding Share of Proposed Budget (1 minus 4) (Enter in BUDGET PROPOSAL, LINE 10)	\$381,876
7. County Funding Share as a Percent of Net IV–D Budget (1.00 minus line 50 (Enter in BUDGET PROPOSAL, LINE 11))	25.40%

* From the 1994 COOPERATIVE REIMBURSEMENT CONTRACT GF/GP ALLOCATION chart, enter the amount for your contract on line 3 above. See last page of instructions for chart. GF/GP stands for General Fund/ General Purpose State money.

NOTE: Round all dollar amounts to the nearest whole number.

NOTE: Round all percentages to the nearest two decimal places; for example, .2358513 would be 23.59% and .2358413 would be 23.58%.

**SECTION III – PERFORMANCE INDICATORS
FRIEND OF THE COURT**

The following activity and collection levels are projected as indicators of IV–D program performance anticipated during the 1994 contract year with the resources budgeted in Section IV of this application 1993 projections and actual performance are also indicated.

A. COST BENEFIT INDICATOR PROJECTION:

	1993 PROJECTION	1993 ACTUAL*	1994 PROJECTION
1. Total ADC Collections	\$3,500,000	\$3,658,818	\$3,731,995
2. Total non–ADC IV–D Collections	\$10,300,000	\$10,955,544	\$11,174,655
3. Total IV–D Collections	\$13,800,000	\$14,614,363	\$14,906,650
4. Total Net IV–D Costs	\$1,475,455	\$1,466,365	\$1,503,335
5. Cost Benefit Indicator	\$9.35	\$9.97	\$9.92

* For actual performance data, use the most recent twelve (12) months available. Information on actual performance will come from DSS–284's and DSS–286's.

B. OTHER PERFORMANCE INDICATOR PROJECTIONS:

**SECTION III – PERFORMANCE INDICATORS
PROSECUTING ATTORNEY**

The following activity levels are projected as indicators of IV–D program performance anticipated during the 1994 contract year with the resources budgeted in Section IV of this application. 1993 projections and actual performance are also indicated.

A. COST BENEFIT INDICATOR PROJECTION:

	1993 PROJECTION	1993 ACTUAL *	1994 PROJECTION
1. ADC Orders to be Established	258	0	0
2. Non– ADC IV–D Orders to be Established	328	0	0
3. Total IV–D Orders to be Established	586	0	0
4. Total Net IV–D Costs	\$203,603	\$177,812	\$182,295
5. Cost Benefit Indicator	\$347.45	ERR	ERR

* For actual performance data, use the most recent twelve (12) months available.

Information regarding actual performance will come from DSS–285's and DSS–286's.

B. OTHER PERFORMANCE INDICATOR PROJECTIONS:

**ST. CLAIR COUNTY, MICHIGAN
FRIEND OF THE COURT
1994 WAGES AND FRINGES**

EMPLOYEE	IDENTIFICATION	1993 WAGES	1993 ANNUAL	1994 WAGES	NO. OF YEARS	1994 LONGEVITY	SOCIAL SECURITY	RETIREMENT	HEALTH	LIFE INS.	DENTAL	DISABILITY INSURANCE	UNEMPLOYMENT	WC	TOTAL
GORDON	35	1,098.85	27,010.10	27,280.00	25	2,728	2,285.81	3,901.04	2,200.00	110.00	550.00	75.02	75.02	675.18	39,889.87
CLUBB	138	1,250.48	32,511.88	35,112.92	20	2,400	2,669.74	4,878.68	4,850.00	110.00	550.00	93.78	93.78	844.04	51,800.94
BAILEY	144	1,201.31	31,234.06	31,859.00	20	2,400	2,620.81	4,453.67	4,850.00	110.00	550.00	85.65	85.65	770.83	47,785.61
KUZMA (NO HEALTH)	172	1,283.42	33,368.82	35,136.00	19	1,800	2,825.80	4,801.68	0.00	110.00	550.00	92.34	92.34	831.06	46,239.02
BLAKE	176	963.38	25,047.88	25,298.00	19	1,518	2,051.42	3,486.08	2,200.00	110.00	550.00	67.04	67.04	603.38	35,950.94
HULL	204	963.38	25,047.88	25,298.00	17	1,518	2,051.42	3,486.08	4,850.00	110.00	550.00	67.04	67.04	603.38	38,600.84
TREMP	230	1,155.12	30,033.12	31,859.00	16	1,800	2,574.91	4,375.67	5,000.00	110.00	550.00	84.15	84.15	757.33	47,185.21
SLOAN	278	1,283.42	31,661.90	21,879.00	15	1,200	1,765.54	3,000.27	4,850.00	110.00	550.00	57.70	57.70	519.28	33,989.48
DOCHERTY	288	1,283.42	33,368.82	34,036.00	15	1,800	2,741.45	4,658.68	5,000.00	110.00	550.00	89.59	89.59	806.31	49,881.82
MASSACAR	302	963.38	25,047.88	25,298.00	15	1,518	2,051.42	3,486.08	2,200.00	110.00	550.00	67.04	67.04	603.38	35,950.94
SURLINE	304	963.38	25,047.88	25,298.00	15	1,518	2,051.42	3,486.08	5,000.00	110.00	550.00	67.04	67.04	603.38	38,750.84
SENYK	391	963.38	25,047.88	25,298.00	12	1,011	2,012.84	3,420.17	2,200.00	110.00	550.00	65.77	65.77	591.95	35,325.31
GILBERT	399	865.07	22,491.82	21,879.00	10	1,011	1,673.74	2,844.27	5,000.00	110.00	550.00	54.70	54.70	492.28	32,658.69
HURLEY	678	833.15	21,661.90	21,879.00	8	600	2,483.11	4,219.67	2,200.00	110.00	550.00	81.15	81.15	730.33	42,814.41
MACALPINE	729	1,201.31	31,234.06	31,859.00	8	400	1,704.34	2,898.27	2,200.00	110.00	550.00	55.70	55.70	501.28	30,352.28
SCHALLER	750	833.15	21,661.90	21,879.00	8	400	1,974.01	3,354.52	5,000.00	110.00	550.00	64.51	64.51	580.59	37,502.14
KINNEY	776	963.38	25,047.88	25,298.00	8	506	2,649.65	4,502.68	5,000.00	110.00	550.00	86.59	86.59	778.31	48,400.82
HOULE	789	1,283.42	33,368.82	34,036.00	8	400	1,704.34	2,898.27	4,850.00	110.00	550.00	55.70	55.70	501.28	33,002.28
KELLY	797	833.15	21,661.90	25,298.00	8	506	1,974.00	3,354.51	5,000.00	110.00	550.00	64.51	64.51	580.59	37,502.09
PORTER	825	963.38	25,047.88	25,298.00	8	506	1,673.74	2,844.27	2,200.00	110.00	550.00	54.70	54.70	492.28	29,858.69
SOMMERS	829	833.15	21,661.90	21,879.00	8	506	1,673.74	2,844.27	2,200.00	110.00	550.00	54.70	54.70	492.28	29,858.69
BOROMICH (F)	928	2,103.77	54,898.02	59,250.00			4,456.13	7,572.50	5,000.00	110.00	550.00	145.63	145.63	1,310.63	77,540.50
BAKER	1018	1,217.08	31,644.08	31,859.00			2,437.21	4,141.67	5,000.00	110.00	550.00	78.65	78.65	718.83	44,974.01
COOK (NO HEALTH)	1043	1,253.23	32,583.98	33,208.00			2,540.48	4,317.17	5,000.00	110.00	550.00	83.02	83.02	747.20	41,839.81
VETTESE, KATHLENE (F)	1105	684.98	17,808.98	21,761.00			1,664.72	2,828.83	5,000.00	110.00	550.00	54.40	54.40	489.82	27,513.07
ROSS	1106	833.15	21,661.90	21,879.00			1,673.74	2,844.27	5,000.00	110.00	550.00	54.70	54.70	492.28	32,858.69
SANTER (N/H)	1107	833.15	21,661.90	23,229.00			1,777.02	3,019.77	5,000.00	110.00	550.00	58.07	58.07	522.85	29,324.59
MCCORMICK (N/H)	1108	1,253.23	32,583.98	33,209.00			2,540.48	4,317.17	5,000.00	110.00	550.00	83.02	83.02	747.20	41,839.81
JAKUBIAK	1118	1,864.00	48,464.00	51,284.00			3,921.70	6,864.32	1,350.00	110.00	550.00	128.16	128.16	1,153.44	65,289.78
APPLING	1125	833.15	21,661.90	21,879.00			1,673.74	2,844.27	5,000.00	110.00	550.00	54.70	54.70	492.28	32,658.69
GREWE	1139	833.15	21,661.90	21,879.00			1,673.74	2,844.27	4,850.00	110.00	550.00	54.70	54.70	492.28	32,508.69
ROTH	1233	833.15	21,661.90	21,879.00			1,673.74	2,844.27	2,200.00	110.00	550.00	54.70	54.70	492.28	29,858.69
WOOLMAN	1358	278.25	7,234.50	0.00			0.00	0.00	0.00	110.00	550.00	0.00	0.00	0.00	0.00
BELANGER	1377	1,418.35	36,877.10	40,295.00			3,082.57	5,238.35	1,350.00	110.00	550.00	100.74	100.74	906.04	51,734.03
DITSCHMAN	1466	1,362.85	35,421.10	38,721.00			2,962.16	5,033.73	1,100.00	110.00	550.00	96.80	96.80	871.22	48,541.71
KINCAID	1538	718.58	18,683.08	28,322.00			2,168.63	3,681.86	1,350.00	110.00	550.00	70.81	70.81	637.25	36,959.33
TEMPORARY HELP				6,500.00			497.25								6,987.25
OVERTIME			0.00	500.00			38.25	65.00						11.25	614.50
TOTAL		37,781.34	982,574.84	1,024,172.92		24,222.86	60,202.28	135,448.46	111,850.00	3,850.00	19,250.00	2,603.49	2,603.49	23,442.66	1,427,644.28

Note: Borovich's wages split 50% General Fund and 50% 215 Fund, percentage fringes are split fixed rate fringes charged to GF.

St. Clair County, Michigan
Cost Allocation Plan
Allocated Costs by Department
Consolidated

Central Svc Departments	OFC AUTOMATION	CLERK - ROD	COMMISSIONERS	CIRCUIT COURT	DISTRICT COURT	FRIEND OF COURT	FOC-DATA PROC
COST PLAN							
BLDG DEPRECIATN		13,916	9,113	48,596	31,750	16,403	
EQUIP DEPRECIATN		6,897		24,840	11,157	686	
INSURANCE	90	5,218	1,540	11,835	16,363	11,879	
CENTRAL STORES		3,156	10,286	5,289	4,544	6,469	
BLDGS & GRNDS		42,756	26,591	145,561	149,011	50,012	
LAND & GRAPHICS							
RETIREMENT BOARD		92	49	109	226	238	
PERSONNEL DEPT		4,055	2,184	4,800	9,974	10,551	
COUNTY TREASURER	33	1,007	598	3,840	7,717	1,416	
DATA PROCESSING		25,949		28,745	45,080		56,264
CONTROLLER	39	8,249	3,013	11,674	23,561	13,664	
LEGISLATIVE ACT	9	753	161	1,037	3,047	1,779	
Total Allocated	\$171	\$112,048	\$53,535	\$286,326	\$302,430	\$113,097	\$56,264
Roll Forward		12,311	(17,837)	51,753	53,116	13,946	3,688
Proposed costs	\$171	\$124,359	\$35,698	\$338,079	\$355,546	\$127,043	\$59,952

PAYMENT WITHOUT PRESENTATION RESOLUTION

Minutes of a Regular meeting of the Board of Commissioners of the County of St. Clair, State of Michigan, (the "Issuer") held on the 27th day of October, 1993 at 7:30 o'clock p.m., local time.

PRESENT: Members Commissioners Acciavatti, Dennis, Keegan, Quain,
Wall, Wismer and Mechtenberg

ABSENT: Members None

The following preamble and resolution were offered by Member Acciavatti and seconded by Member Dennis:

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

WHEREAS, the Issuer has duly authorized and issued certain bonds entitled Pollution Control Revenue Bonds (The Detroit Edison Company Belle River Plant Project) Collateralized Series R-1983, and dated June 1, 1983 (the "Bonds"); and

WHEREAS, certain of said bonds has been reported as lost, specifically being certificate number R-564, due November 1, 2013, in the amount of \$20,000, called for redemption on November 1, 1993, with a 3% redemption premium (for a total redemption premium of \$600), which bond is registered with respect to principal; and

WHEREAS, Leslie H. Geelhood and Cleone Geelhood, Joint Tenants (the "Owner") represents that they are the lawful owner of all right, title and interest in the Bond described in the preceding paragraphs; and

WHEREAS, the Issuer has received both an affidavit describing the circumstances surrounding the loss and evidence of ownership; and

WHEREAS, the Owner has requested the payment without presentation of the Bond and redemption premium; has supplied the Issuer with an open penalty bond which indemnifies the Issuer, the Detroit Edison Company, and Comerica Bank, successor to Manufacturers Bank, N.A., (the "Paying Agent"), against loss arising out of said payment, which bond is drawn on Continental Insurance Company, and is dated August 3, 1993; and has agreed to pay all costs incurred in said payment.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Paying Agent is hereby directed to take such steps as are necessary to accomplish the payment without presentation of the called Bond.

2. Said payment without presentation shall only be delivered after payment is made to cover all costs incurred by the Issuer and the Paying Agent in connection with the payment without presentation of the Bond.

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

AYES: Commissioners Acciavatti, Dennis, Keegan, Quain,
Wall, Wismer, Mechtenberg

NAYS: None

ABSTAIN: None

RESOLUTION DECLARED ADOPTED.

Secretary


DATED: October 27, 1993


Reviewed and Approved by:

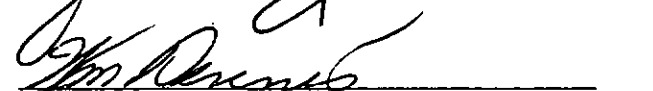


ELWOOD L. BROWN

County Corporation Counsel
301 County Building
Port Huron, MI 48060







I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners of the County of St. Clair, Michigan, at a Regular meeting held on October 27, 1993, and that 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.

Secretary

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LAW OFFICES OF
MILLER, CANFIELD, PADDOCK AND STONE

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

150 WEST JEFFERSON, SUITE 2500
DETROIT, MICHIGAN 48226

TELEPHONE (313) 963-6420
TWX 810-221-5007 MILLCNFLD DET
FAX (313) 496-7500

CITY
ATTORNEY
PORT HURON, MI

OCT 18 '93

SIDNEY T. MILLER (1884-1940)
GEORGE L. CANFIELD (1886-1928)
LEWIS H. PADDOCK (1886-1936)
FERRIS D. STONE (1882-1946)

ANN ARBOR, MICHIGAN
BLOOMFIELD HILLS, MICHIGAN
DETROIT, MICHIGAN
GRAND RAPIDS, MICHIGAN
KALAMAZOO, MICHIGAN
LANSING, MICHIGAN
MONROE, MICHIGAN

BOCA RATON, FLORIDA
WASHINGTON, D.C.

GDAŃSK, POLAND
WARSAW, POLAND

M. LUCILE GIDDINGS
(313) 496-7606
FAX (313) 496-8450

October 14, 1993

Peter George, Esq.
Chief Assistant Corporation Counsel
County of St. Clair
County Building
Port Huron, MI 48060

RE: County of St. Clair, Michigan, Pollution
Control Revenue Bonds (The Detroit Edison
Company Belle River Plant Project),
Collateralized Series R-1983, dated June 1,
1983, Certificate No. R-564, @ \$20,000, called
for prior redemption on November 1, 1993, with
a 3% redemption premium of \$600.

Dear Mr. George:

Enclosed are copies of a Payment Without Presentation
Resolution, an Open Penalty Bond, and a statement of ownership and
loss regarding the loss of the above named lost bond. By passing
the enclosed resolution, the County will authorize the Transfer
Agent to pay the owner the money owed to to him; no replacement
bond will be issued, since the bond is being called for early
redemption on November 1, 1993.

Assuming that this Resolution meets with your approval, please
see that it is placed on the agenda of an upcoming meeting of the
Board of County Commissioners, and that signed, certified copies
are returned both to myself and to the transfer agent, Mr. Dennis
R. Nawrot, Corporate Trust Department, Comerica Bank, 411 W.
Lafayette, 4th Floor, Detroit, MI 48226. Upon receipt of this
certified Resolution, Mr. Nawrot will see to the payment without
presentation of the Bond.

MILLER, CANFIELD, PADDOCK AND STONE


Peter George, Esq.

-2-

October 14, 1993

Thank you for your assistance in this matter. If you need any additional documentation or if I can be of any other service to you, please call me.

Very truly yours,


M. Lucile Giddings
Legal Assistant

MLG me

Enclosures

cc: Mr. Dennis R. Nawrot
Mr. Leslie Geelhood

PAYMENT WITHOUT PRESENTATION RESOLUTION

Minutes of a Regular meeting of the Board of Commissioners of the County of St. Clair, State of Michigan, (the "Issuer") held on the 27th day of October, 1993 at 7:30 o'clock p.m., local time.

PRESENT: Members Commissioners Acciavatti, Dennis, Keegan, Quain, Wall, Wismer and Mechtenberg.

ABSENT: Members None

The following preamble and resolution were offered by Member Acciavatti and seconded by Member Dennis:

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 bonds with coupons entitled Pollution Control Revenue Bonds (The Detroit Edison Company-St. Clair Plant Project) Collateralized Series F, and dated June 15, 1976 (the "Bonds"); and

WHEREAS, certain of said bonds has been reported as lost, specifically being certificate number R-842, in the amount of \$5,000, called for redemption on June 15, 1991, with a .5% redemption premium (for a total redemption premium of \$25), which bond is not registered with respect to principal; and

WHEREAS, John P. Lacks (the "Owner") represents that he is the lawful owner of all right, title and interest in the Bond described in the preceding paragraphs; and

WHEREAS, the Issuer has received both an affidavit describing the circumstances surrounding the loss and evidence of ownership; and

WHEREAS, the Owner has requested the payment without presentation of the Bond; has supplied the Issuer with an open penalty bond which indemnifies the Issuer, the Detroit Edison Company, and Comerica Bank, successor to Manufacturers Bank, N.A., (the "Paying Agent"), against loss arising out of said payment, which bond is drawn on Seaboard Surety Company, and is dated June 29, 1993; and has agreed to pay all costs incurred in said payment.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Paying Agent is hereby directed to take such steps as are necessary to accomplish the payment without presentation of the called Bond.

2. Said payment without presentation shall only be delivered after payment is made to cover all costs incurred by the Issuer and the Paying Agent in connection with the payment without presentation of the Bond.

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

AYES: Commissioners, Acciavatti, Dennis, Keegan, Quain, Wall, Wismer, Mechtenberg.

NAYS: None

ABSTAIN: None

RESOLUTION DECLARED ADOPTED.



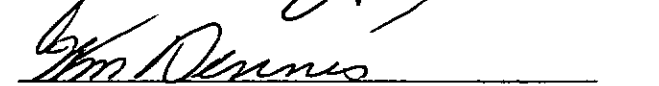
Secretary

DATED: October 27, 1993

Reviewed and Approved by:



ELWOOD L. BROWN
County Corporation Counsel
301 County Building
Port Huron, MI 48060

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners of the County of St. Clair, Michigan, at a Regular meeting held on Oct. 27.,, 1993, and that 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.

Secretary

DEFS2\278462.1\009601-00002

**SOLE OBLIGOR BOND
WITH UNLIMITED LIABILITY**

KNOW ALL MEN BY THESE PRESENTS, THAT

SEABOARD SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New York and duly authorized to transact the business of indemnity and suretyship in the States of New York and all States in the United States of America, and having an office and principal place of business in New York State at 88 Pine Street, New York, New York as Obligor (hereinafter called "Obligor"), is held and firmly bound unto

**Comerica Bank, N.A. successor of Manufacturers Bank, N.A.
The Detroit Edison Company
County of St. Clair, Michigan**

individually and/or as Trustee, Depository, Fiscal, Paying or Disbursing Agent, Registrar and/or Transfer Agent, and unto any other Trustees, Depositories, Fiscal, Paying or Disbursing Agents or Agencies, Registrars and/or Transfer Agents now or hereafter vested with any powers or duties with respect to the security or securities hereinafter mentioned, their respective legal representatives, successors and assigns (hereinafter collectively called "Obligees"), in an aggregate sum, lawful money of the United States of America, sufficient to indemnify the Obligees under the conditions of this bond is hereinafter set forth, but not exceeding the maximum amount for which Obligor may obligate itself on the date of this bond in respect of any one risk or hazard under any law governing the validity or performance of this bond, said sum to be paid to Obligees, their respective legal representatives, successors or assigns, as interest may appear; for which payment well and truly to be made Obligor binds its legal representatives, successors and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and executed in Three (3) counterparts, as of the 29th day of June, 1993.

WHEREAS, Obligor represents to the Obligees that John P. Lacks

is the unqualified owner of The County of St. Clair, Michigan Pollution Control Revenue Bond (The Detroit Edison Company St. Clair Plant Project) Collateralized Series F dtd 6/15/1976 Certificate Number R-842 for \$5,000 called 6/15/91 R/N/O John P. Lacks @ \$5,025

security or securities being hereinafter called "original" or "originals"), and that the same has/have been mislaid, lost stolen or destroyed and cannot be found or produced, by virtue of which Obligor has requested Obligees to issue and deliver a new duplicate instrument or instruments (hereinafter sometimes called "duplicate" or "duplicates"), or to pay the amount due on said original or originals without surrender or presentation thereof for cancellation or stamping or for any other purpose; and

WHEREAS, on the faith of the foregoing representations and in consideration of this bond of indemnity, Obligees have complied or have agreed to comply with said requests;

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE, that if Obligor, its legal representatives, successors or assigns or any of them, shall in case the original or originals be found or come into the hands, custody or power of any of them, or into the hands, custody or power of any person, deliver or cause the same to be delivered unto Obligees in order to be cancelled, and shall also at all times defend, indemnify and save harmless Obligees from and against any and all claims, actions and suits, whether groundless or otherwise, and from and against any and all liabilities, losses damages, costs, charges, counsel fees and other expenses of every nature and character by reason of the original or originals and/or the issuance of a duplicate or duplicates in lieu thereof or in lieu of any instrument or instruments of purported like issue and amount which because of alteration, change or counterfeit may not be identified as or as not the said mislaid, lost, stolen or destroyed original or originals, or the making of any payment, credit, transfer, registration, conversation, exchange or delivery in respect of the original or originals without surrender thereof and/or in respect of the duplicate or duplicates, whether or not caused by, based upon or arising out of the honoring or refusing to honor the original or originals when presented by anyone, and/or whether or not caused by, based upon, or arising out of inadvertence, accident, oversight or neglect on the part of Obligees, or any of them, or their respective officers, agents, clerks, or employees and/or omission or failure to inquire into, contest or litigate the right of any applicant to receive any payment, credit, transfer, registration, conversion, exchange, issue or delivery in respect of the original or originals and/or the duplicate or duplicates issued in lieu thereof, and/or caused by, based upon or arising out of the release of any security or the satisfaction of any instrument or instruments under which the original or originals and/or duplicate or duplicates are issued or secured, and/or caused by, based upon arising out of any other matter or thing whatsoever, then this Obligation shall be void; otherwise shall remain in full force and effect.

Obligor further agrees that if the mislaid, lost, stolen or destroyed original or originals be found or come into the hands, custody or power of any person or into the hands, custody or power of the Obligees or any of them for any purpose other than cancellation without reissue, Obligor will forthwith on demand obtain and deliver to the Obligees either such original or originals or such duplicate or duplicates or will pay to the Obligees a sum of money sufficient to enable the Obligees to purchase in the open market securities of the same issue and amount as the original or originals in form constituting good delivery under the rules of the New York Stock Exchange.

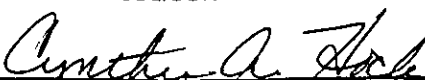
In case of any default under the conditions of this bond, Obligor waives and releases any and all right or claim against Obligees, or any of them, whether by way of subrogation or otherwise, for any loss, expense liability incurred by Obligor caused by, based upon, or arising out of the enforcement of this bond by the obligees or by any of them. No inaccuracy in the description of the securities herein referred to as original or originals shall alter, modify or affect the obligation of Obligor hereunder.

This bond shall be deemed to be a New York contract and shall be governed as to all matters whatsoever, whether of validity, interpretation, obligation, performance or otherwise, exclusively by the laws of the State of New York, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered, this bond shall be deemed to have been accepted by the Obligees in the State of New York. This bond shall be deemed a continuing obligation and successive recoveries may be had hereunder from time to time as the Obligees or any of them become entitled thereto in accordance with the terms hereof.

And Obligor hereby further agrees to furnish Obligees, without any expense to Obligees, a new Bond of Indemnity which may differ from this Bond in amount or in any other respect, with satisfactory surety or sureties in case this obligation should not at any time for any reason in the opinion of Obligees afford sufficient protection.

SEABOARD SURETY COMPANY
OBLIGOR

By


Cynthia A. Hock, Attorney-in-fact

(Seal of Obligor)

Certified Copy

No. 11514

1J-5161

SEABOARD SURETY COMPANY

ADMINISTRATIVE OFFICES, BEDMINSTER, NEW JERSEY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SEABOARD SURETY COMPANY, a corporation of the State of New York, has made, constituted and appointed and by these presents does make, constitute and appoint **Virginia L. Townsend or Timothy R. Koos or Cynthia A. Hock or John P. Booth**

of **Detroit, Michigan**

its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of similar nature as follows: **Without Limitations**

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Company as fully and to the same extent as if signed by the duly authorized officers of the Company and sealed with its corporate seal; and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Company on December 8th, 1927, with Amendments to and including January 15, 1982 and are still in full force and effect:

ARTICLE VII, SECTION 1:

"Policies, bonds, recognizances, stipulations, consents of surety, underwriting undertakings and instruments relating thereto. Insurance policies, bonds, recognizances, stipulations, consents of surety and underwriting undertakings of the Company, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Company

(a) by the Chairman of the Board, the President, a Vice-President or a Resident Vice-President and by the Secretary, an Assistant Secretary, a Resident Secretary or a Resident Assistant Secretary; or (b) by an Attorney-in-Fact for the Company appointed and authorized by the Chairman of the Board, the President or a Vice-President to make such signature; or (c) by such other officers or representatives as the Board may from time to time determine. The seal of the Company shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative."

IN WITNESS WHEREOF, SEABOARD SURETY COMPANY has caused these presents to be signed by one of its Vice-Presidents, and its corporate seal to be hereunto affixed and duly attested by one of its Assistant Secretaries, this **26th** day of **March**, 19**93**



Attest:

(Seal)

Susan H. Klevert
Assistant Secretary

SEABOARD SURETY COMPANY,

By

Michael B. Keegan
Vice-President

STATE OF NEW JERSEY
COUNTY OF SOMERSET ss.:

On this **26th** day of **March**, 19**93**, before me personally appeared **Michael B. Keegan** a Vice-President of SEABOARD SURETY COMPANY,

with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the State of **New Jersey**; that he is a Vice-President of SEABOARD SURETY COMPANY, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto as Vice-President of said Company by like authority.

(Seal)



LINDA SMETHERS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Dec. 16, 1996

CERTIFICATE

I, the undersigned Assistant Secretary of SEABOARD SURETY COMPANY do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Vice-President who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an attorney-in-fact as provided in Article VII, Section 1, of the By-Laws of SEABOARD SURETY COMPANY.

This Certificate may be signed and sealed by facsimile under and by authority of the following resolution of the Executive Committee of the Board of Directors of SEABOARD SURETY COMPANY at a meeting duly called and held on the 25th day of March 1970:

"RESOLVED: (2) That the use of a printed facsimile of the corporate seal of the Company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Article VII, Section 1, of the By-Laws appointing and authorizing an attorney-in-fact to sign in the name and on behalf of the Company surety bonds, underwriting undertakings or other instruments described in said Article VII, Section 1, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Company to these presents this **29th** day of **June**, 19**93**



John P. Fuller
Assistant Secretary

Assistant Secretary

SEABOARD SURETY COMPANY®

ADMINISTRATIVE OFFICES: BUDMINSTER, NEW JERSEY
FINANCIAL STATEMENT - DECEMBER 31, 1992

ASSETS		LIABILITIES	
*Stocks and Bonds	\$203,947,817	Reserve for Unearned Premiums	\$60,949,979
Cash in Office & Banks	1,817,854	Claim Reserve	53,365,616
Accrued Interest	3,210,076	Other Reserves	20,859,043
Outstanding Premiums	(1,748,413)	Capital Stock	2,500,000
Accounts Receivable	25,174,938	Surplus	98,400,675
Other Assets	3,673,041		
Total Admitted Assets	\$236,075,313	Total Liabilities	\$236,075,313

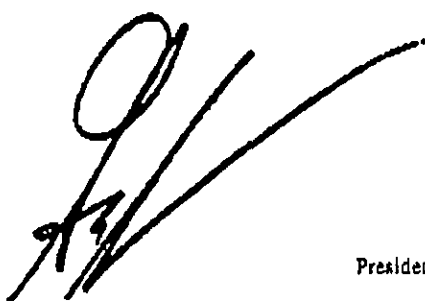
*Funds and stocks are valued on basis approved by National Association of Insurance Commissioners.
Securities carried at \$8,234,071 in the above statement are deposited for the purpose required by law.

STATE OF NEW JERSEY ss:
COUNTY OF SOMERSET

I, G. F. THOMPSON, President of SEABOARD SURETY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the Financial Statement of said Company, as of December 31, 1992.

IN WITNESS WHEREOF, I have signed this statement at New York, New York, this 29th day of

..... June 19..... 93.....



President



STATE OF MICHIGAN)
)ss:
COUNTY OF WAYNE)

On this 29th day of June, 1993, before me personally came Cynthia J. Hock, who, being by me duly sworn, did depose and say that she is an Attorney-in-fact of the Seaboard Surety Company, and knows the corporate thereof; that the seal affixed to said annexed instrument is such corporate seal, and was thereto affixed by authority of the Power of Attorney of said Company, of which a Certified Copy is hereto attached, and that she signed the instrument as an Attorney-in-fact of said Company by Like Authority.

My Commission Expires:

Acknowledged and Sworn to before me
on the date above written.

VIRGINIA L. TOWNSEND
Notary Public, Macomb County, Michigan
My Commission Expires May 30, 1994
Acting in Wayne County

Virginia L. Townsend
(Notary Public)

MAIL- LOSS AFFIDAVITS

DETAILS OF SHIPMENT

Mailed by: (Sender) **OLD KENT BANK & TRUST COMPANY**
 Place of Mailing: **ONE VANDENBERG CENTER GRAND RAPIDS MICHIGAN 49503**
 Date of Mailing: **JULY 1 1987**
 Mailed to: (Addressee) **JOHN P. LACKS 3150 MIDLAND DR SE GRAND RAPIDS MICHIGAN 49503**
 Certificate or Bond No.(s) and Number of Shares or Principal Amount of Bonds and/or Coupons: **CERTIFICATE # R-842 \$5,000.00**
 Corporation or Issuer: **MANUFACTURERS BANK**
 Class of Stock or Description of Issue: **THE COUNTY OF ST. CLAIR, MICHIGAN POLLUTION CONTROL REVENUE BOND (THE DETROIT Edison COMPANY ST. CLAIR PLANT PROJECT)**
 Registered in Name of: **JOHN P. LACKS**
 If Endorsed, Indicate Here: **NO**

AFFIDAVIT OF MAILING

STATE OF: Michigan
COUNTY OF: Kent

The undersigned, deponent, being first duly sworn, deposes and says that, in accordance with the records of the above named Sender, the above described securities were forwarded by United States Mail on the date specified in a postpaid envelope addressed to the above named Addressee. The said Addressee has reported the non-delivery of the said securities. The securities have not been returned to the above named Sender and they are believed to have been lost or destroyed in the mails.

Deponent agrees on behalf of above named Sender that if the securities should ever come into their hands, custody or power, deponent will immediately surrender the original securities for cancellation.

Indicate here whether deponent is an officer, partner or employee of Sender.
 Employee of Sender _____

Deponent's signature: [Signature]
 Deponent's address: Old Kent Bank & Trust
One Vandenberg Center Grand Rapids
49503
 27th day of May 1987

Notary Public: [Signature]
 (Indicate date commission expires) 8-26-96

Subscribed and sworn to before me this
 CAROL J BENTON
 Notary Public, Kent County, MI
 My Commission Expires Aug 26 1996

AFFIDAVIT OF NON-RECEIPT

STATE OF:
COUNTY OF:

The undersigned deponent(s), being first duly sworn depose(s) and say(s) that the above described securities have never been received by the above named Addressee or any person or persons acting on (its) (his) (her) (their) behalf. Deponent(s) agree(s) (on behalf of the above named Addressee) that if the securities should ever come into (its) (his) (her) (their) custody or power, deponent(s) will immediately notify the above named Sender and will surrender the original securities for cancellation.

If Addressee is a firm or corporation indicate here whether officer, partner or employee.

(If more than one addressee or registered owner, all must sign)

Deponent(s) Signature(s): _____
 Deponent(s) address: 350 National Palace
Grand Rapids MI 49506
 27th day of May 1987

Notary Public: [Signature]
 (Indicate date commission expires) _____

Subscribed and Sworn to before me this
 CAROL J BENTON
 Notary Public, Kent County, MI
 My Commission Expires Aug 26 1996

LAW OFFICES OF
MILLER, CANFIELD, PADDOCK AND STONE

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

150 WEST JEFFERSON, SUITE 2500
DETROIT, MICHIGAN 48226

TELEPHONE (313) 963-6420
TWX 810-221-5007 MILLCNFLD DET
FAX (313) 496-7500

ANN ARBOR, MICHIGAN
BLOOMFIELD HILLS, MICHIGAN
DETROIT, MICHIGAN
GRAND RAPIDS, MICHIGAN
KALAMAZOO, MICHIGAN
LANSING, MICHIGAN
MONROE, MICHIGAN

BOCA RATON, FLORIDA
WASHINGTON, D.C.

GDAŃSK, POLAND
WARSAW, POLAND

SIDNEY T. MILLER (1884-1940)
GEORGE L. CANFIELD (1886-1928)
LEWIS H. PADDOCK (1886-1936)
FERRIS D. STONE (1882-1945)

M. LUCILE GIDDINGS
(313) 496-7606
FAX (313) 496-8450

COUNTY
ATTORNEY
HURON, MI

OCT 14 '93

October 13, 1993

Peter George, Esq.
Chief Assistant Corporation Counsel
County of St. Clair
County Building
Port Huron, MI 48060

RE: County of St. Clair, Michigan, Pollution
Control Revenue Bonds (The Detroit Edison
Company St. Clair Plant Project),
Collateralized Series F, dated June 15, 1976,
Certificate No. R-842, @ \$5,000, called for
prior redemption on June 15, 1991, with a .5%
redemption premium of \$25.

Dear Mr. George:

Enclosed are copies of a Payment Without Presentation
Resolution, an Open Penalty Bond, and a statement of ownership and
loss regarding the loss of the above named lost bond. By passing
the enclosed resolution, the County will authorize the Transfer
Agent to pay the owner the money owed to to him; no replacement
bond will be issued.

Assuming that this Resolution meets with your approval, please
see that it is placed on the agenda of an upcoming meeting of the
Board of County Commissioners, and that signed, certified copies
are returned both to myself and to the transfer agent, Mr. Dennis
R. Nawrot, Corporate Trust Department, Comerica Bank, 411 W.
Lafayette, 4th Floor, Detroit, MI 48226. Upon receipt of this
certified Resolution, Mr. Nawrot will see to the payment without
presentation of the Bond.

MILLER, CANFIELD, PADDOCK AND STONE


Peter George, Esq.

-2-

October 13, 1993

Thank you for your assistance in this matter. If you need any additional documentation or if I can be of any other service to you, please call me.

Very truly yours,


M. Lucile Giddings
Legal Assistant

MLG me

Enclosures

cc: Mr. Dennis R. Nawrot
Mr. Bruce Johnson

RESOLUTION 93-38

PROCLAIMING OCTOBER 27, 1993 AS
"NATIONAL UNFUNDED MANDATE DAY"

WHEREAS, in recent years counties have been burdened by a growing number of costly unfunded mandates imposed on them by the state and the federal government; and

WHEREAS, these mandates have added to the financial hardships that many local governments are experiencing and have resulted in local governments increasing revenues and curtailing services; and,

WHEREAS, there are numerous proposals before Congress to limit unfunded mandates and the burdensome regulations that accompany many federal laws.

WHEREAS, October 27, 1993 has been designated as National Unfunded Mandates Day in an effort to call attention to the severe burdens that these mandates impose on counties and other local units of government.

NOW, THEREFORE, BE IT RESOLVED, the County of St. Clair, Michigan calls upon leaders at the state and federal level not to mandate programs that they are unwilling or unable to finance.

BE IT FURTHER RESOLVED, that the County of St. Clair requests that Congress pass meaningful legislation to end the unfair practice of unfunded mandates, including an examination of the regulatory process.

BE IT FURTHER RESOLVED, that the County of St. Clair, Michigan has proclaimed October 27, 1993, as "National Unfunded Mandate Day" in order to focus attention on this issue.

DATED: October 13, 1993

Reviewed and Approved by:

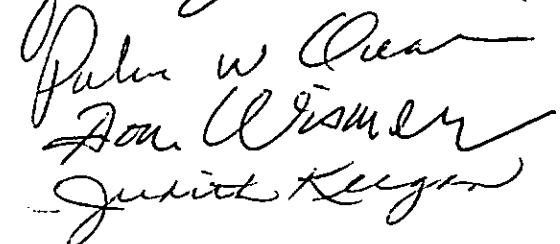


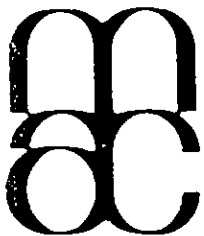
ELWOOD L. BROWN
County Corporation Counsel
301 County Building
Port Huron, MI 48060











MICHIGAN
ASSOCIATION
OF COUNTIES

935 North Washington Avenue
Lansing Michigan 48906
517/372-5374 Fax 517/482-4599

RECEIVED
SEP 24 1993

ADM./CONTROLLER

TO: County Chairs, Vice-Chairs, Administrators, Controllers
and Clerks.

FROM: Andrew Fortin, Legislative Assistant

RE: National Unfunded Mandates Day

DATE: September 20, 1993

In a Washington news conference, four national public interest groups -- The U.S. Conference on Mayors, The National Association of Counties, The National League of Cities, and the International City County Management Association -- announced plans for

**National Unfunded Mandates Day
Wednesday October 27, 1993.**

On this date, NACo will release a study outlining the impact of 12 federal mandates on 400 counties nation wide. In Michigan , Wayne , Oakland, Macomb, and Kent Counties will be used as examples in the NACo study. National Unfunded Mandates Day will be a great opportunity for Michigan counties to voice their concerns at both the federal and state level.

Mandates have long been an issue for the MAC membership. Unfunded Mandates Day is our chance to bring this issue to our legislators. Enclosed you will find a sample resolution. We encourage all counties to take advantage of this opportunity.

In the upcoming weeks, MAC will begin its own study on the impact of state and federal mandates on Michigan counties. With some hard facts and figures we can begin a dialogue with our state and federal representatives regarding the mandate issue. Please consider being part of this study.

If there is any further information you would like or if you have any questions, please contact me at 1-800-253-1152.

Resolution on Unfunded Mandates
Sample

WHEREAS, In recent years counties have been burdened by a growing number of costly unfunded mandates imposed on them by the state and the federal government; and,

WHEREAS, these mandates have added to the financial hardships that many local governments are experiencing and have resulted in local governments increasing revenues and curtailing services; and,

WHEREAS, there are numerous proposals before Congress to limit unfunded mandates and the burdensome regulations that accompany many federal laws.

WHEREAS, October 27, 1993, has been designated as National Unfunded Mandates Day in an effort to call attention to the severe burdens that these mandates impose on counties and other local units of government.

NOW, THEREFORE, BE IT RESOLVED, the County of _____, Michigan, calls upon leaders at the state and federal level not to mandate programs that they are unwilling or unable to finance.

BE IT FURTHER RESOLVED, that the County of _____ requests that Congress pass meaningful legislation to end the unfair practice of unfunded mandates, including an examination of the regulatory process.

BE IT FURTHER RESOLVED, that the County of _____, Michigan has proclaimed October 27, 1993 as 'Unfunded Mandate Day' in order to focus attention on this issue.

RESOLUTION 93-36

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 6.1400 mills (of which 5.3869 is County, .4694 is Senior Citizen extra voted millage, and .2837 is Drug Enforcement extra voted millage); and

WHEREAS, the Board of Commissioners can decrease the final rate but cannot increase the final rate from the proposed published rate; and

WHEREAS, Public Act No. 5 of 1982 requires adoption of the proposed rate by resolution of the County Board of Commissioners, prior to publication and public hearing.

NOW, THEREFORE, BE IT RESOLVED:

1) That the St. Clair County Board of Commissioners, in compliance with Public Act No. 5 of 1982, as amended by Public Act No. 2 of 1986, does hereby adopt a proposed operating millage rate of 6.1400 mills (of which 5.3869 is County, .4694 is Senior Citizen extra voted millage, and .2837 is Drug Enforcement extra voted millage).

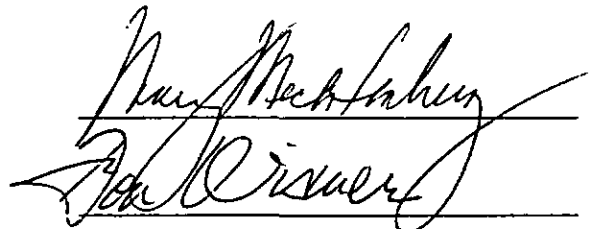
2) That the proposed rate and other required information be published at least six (6) days prior to a public hearing.

DATED: October 13, 1993

Reviewed and Approved by:



ELWOOD L. BROWN
County Corporation Counsel
301 County Building
Port Huron, MI 48060



1993 TAX RATE REQUEST

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

County	1993 SEV (As of 5-24-93)
St. Clair	\$ 3,209,726,554
Local Government Unit	
St. Clair County	

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

You must complete this form for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 1993 tax roll.

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
Source	Purpose of Millage	Date of Election	Maximum Millage Authorized	1992 Compound Millage Reduction Fraction	Current Year Millage Reduction Fraction	Applicable Millage Reduction Fraction	Sec. 211.34 Millage Reduction Fraction	Maximum Allowable Millage Levy*	Millage Requested to be Levied July 1	Millage Requested to be Levied Dec. 1
Fixed										
Allocated	Operating	11-7-78	5.7700	.9872	.9457	.9336	1.0000	5.3869		5.3869
Extra										
Voted	Sr. Cit.	8-7-90	.5000	.9927	.9457	.9388	1.0000	.4694		.4694
Extra										
Voted	Drug Enf.	8-4-92	.3000	1.0000	.9457	.9457	1.0000	.2837		.2837

Prepared by	Title	Date
John A. McClellan	Acting Equalization Director	July 26, 1993

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

<input checked="" type="checkbox"/> Clerk	Signature	Type Name	Date
<input type="checkbox"/> Secretary	<i>Marion Sargent</i>	Marion Sargent	7-27-93
<input checked="" type="checkbox"/> Chairperson	Signature	Type Name	Date
<input type="checkbox"/> President	<i>Mary Mechtenberg</i>	Mary Mechtenberg	7-29-93

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

RESOLUTION 93-37

SUPPORTING COUNTY PAYMENT OF DELINQUENT AND "DRY-RUN"
AMBULANCE BILLS

WHEREAS, the provisions of Public Act 176 of 1937, as amended, (M.C.L.#46.251) requires payment by the County for ambulance services when any ambulance shall transport person(s) injured on the public roadways to any hospital or place where medical care and treatment can be provided, provided that the person(s) so injured and transported is financially unable to pay for such transportation.

NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners hereby adopts the following policies relative to the payment of delinquent ambulance bills:

1. The County shall only be responsible for reimbursement for delinquent ambulance claims for runs that are on public roadways and are emergency in nature.
2. The County shall reimburse for delinquent claims(s) of "regular run" ambulance transport, when a person(s) is injured on public roadways, to the nearest hospital or other medical care facility.

A "regular-run" being an ambulance run in which a patient(s) regardless of the number, is transported.
3. A delinquent claim for "regular-run(s)" must be at least twelve (12) months old before County will pay.
4. The Ambulance Service Provider, requesting payment for delinquent or unpaid claims(s) must, via an affidavit, state that:
 - a. they have taken all legal action possible to collect payment, including submission to a collection agency, garnishment, and /or small claims court.
 - b. give assignment to St. Clair County of its interest in the monies to be collected.
 - c. will comply with any and all regulations which may be later adopted in relation to this issue.
5. The reimbursement rate for delinquent "regular-run" ambulance bills shall be \$65.00 per run, regardless of the number of individuals being transported.

BE IT FURTHER RESOLVED, that the St. Clair County Board of Commissioners hereby adopts the following policies relative to the payment of "dry-run" ambulance claims.

APPROV OF ISSUANCE OF BONDS TO FINANC. WATER SUPPLY
SYSTEM No. VII - IRA TOWNSHIP

Resolution No. 93-35

County Board of Commissioners
of the County of St. Clair
State of Michigan

Minutes of a Regular meeting of the County Board of Commissioners of the County of St. Clair, Michigan, held in said County on the 22nd day of September, 1993, at 7:30 o'clock P.m., Eastern Daylight Time.

PRESENT: Members Mary Mechtenberg, Pat Quain, William Dennis, Pat Acciavatti, Judy Keegan & Donald Wismer, Pam Wall

ABSENT: Members None

The following preamble and resolution were offered by Member Wall and supported by Member Dennis :

WHEREAS, the Township of Ira 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 one or more series in the approximate aggregate total amount of \$5,280,000 payable from contractual payments to be made by said Township to the County of St. Clair through said Department of Public Works, which contractual payments will be secured by a pledge of said Township's unlimited tax, full faith and credit, and secured secondarily by a pledge of the County's limited tax full faith and credit, said bonds to finance costs of necessary water system improvements to service said Township (the "Project"); 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 Township alone, and to be necessary for the public health, safety and welfare specifically of the Township and its inhabitants and generally of the County; and

WHEREAS, the St. Clair County Department of Public Works has recommended to this Board that the Project be given tentative approval and that the Board of Public Works be authorized to undertake initial steps toward the financing and construction of the Project, subject, however, to certain conditions;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This Board does hereby give its initial and tentative approval to the aforesaid Project 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 documents evidencing agreement between the said Township and the St. Clair County Department of Public Works acting for and on behalf of the County of St. Clair for the acquisition, construction, financing and operation of the Project.

2. The St. Clair County Department of Public Works shall contract or cause said Township to contract, subject to the approval of the St. Clair County Department of Public Works, for the necessary engineering services to determine specifications and draw plans for the Project and shall enter into negotiations with the aforesaid Township for the execution of a contract covering the acquisition, construction, financing and operation of the Project

by the St. Clair County Department of Public Works for and on behalf of the County of St. Clair, as authorized by Act No. 185, Public Acts of Michigan, 1957, as amended.

3. The St. Clair County Department of Public Works shall employ the following consultants in connection with the Project:

As Bond Counsel: Miller, Canfield, Paddock and Stone
Detroit, Michigan

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

As Engineers: Fishbeck, Thompson, Carr & Huber, Inc.
Ada, Michigan

4. The Township of Ira 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 hereby estimates the total cost of constructing the improvements to be \$5,280,000, 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. All agreements between the St. Clair County Board of Public Works and the aforesaid Township shall be subject to final approval and ratification by the Board of Commissioners of the County of St. Clair.

7. 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, if

any, and to request an order of approval or providing an exception for the bonds from prior approval by the Department of Treasury.

8. This Board of Commissioners approves the advancement of funds from the Township in order to commence promptly a portion of the Project immediately necessary for the public health and later reimbursement to the Township from bond proceeds.

9. 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 Mechtenberg, Quain, Dennis, Keegan, Wall & Wismer

ABSTAINED Acciacatti due to a conflict

NAYS: Members _____

RESOLUTION DECLARED ADOPTED.

Marion Sargent
County Clerk

DATED: September 22, 1993

Reviewed and Approved by:

Elwood L. Brown

ELWOOD L. BROWN
Corporation Counsel
301 County Building
Port Huron, MI 48060


Pamela J. Wall

Robert Quain

William A. Dennis

MILLER, CANFIELD, PADDOCK AND STONE

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the County Board of Commissioners of the County of St. Clair, Michigan, at a Regular meeting held on September 22, 1993, 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, CAMFIELD, PADDOCK AND STONE

DEPS2\257612.1\078011-00013

RESOLUTION NO. 93-34

COUNTY BOARD OF COMMISSIONERS
COUNTY OF ST. CLAIR

RESOLUTION ESTABLISHING
WATER SUPPLY SYSTEM
FOR PART OF THE COUNTY OF ST. CLAIR
WATER SUPPLY SYSTEM NO. VII
IRA TOWNSHIP

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 22nd day of September, 1993, at 7:30 o'clock P.m., Eastern Daylight Time.

PRESENT: Members Mary Mechtenberg, Pat Acciavatti, Pat Quain, Judy Keegan, Don Wismer, Pamela Wall & William Dennis

ABSENT: Members None

The following preamble and resolution were offered by Member Dennis and supported by Member Wall:

WHEREAS, the Board of Public Works of the County has recommended the establishment by the County of the "St. Clair County Water Supply System No. VII -- Water Supply District" to service the Township of Ira (the "Local Unit") in the County.

NOW THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD OF COMMISSIONERS OF THE COUNTY OF ST. CLAIR, MICHIGAN, AS FOLLOWS:

1. The County Board of Commissioners of the County does hereby approve the establishment of a water supply and distribution system in the Local Unit, known as ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. VII (the "System"), for supplying water to the district hereinafter described, the System to consist generally of a water

treatment plant, a storage tank, a shore well, pipelines and service pumps, together with all necessary and related appurtenances, attachments, works, instrumentalities, land, rights in land and properties used or useful in connection with the operation of a water supply and distribution system in the area comprising said district as hereinafter described.

2. The System and the area to be served thereby, to be known as "ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. VII -- WATER SUPPLY DISTRICT," shall encompass the following territory:

Municipality: Township of Ira

Area to be served by System: Entire Township

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.

AYES: Members Mechtenberg, Wall, Keegan, Quain, Dennis & Wismer

Abstained Acciavatti due to a conflict

NAYS: Members None

RESOLUTION DECLARED ADOPTED.

Marisa Sargent
County Clerk

DATED: September 22, 1993

Reviewed and Approved by:

Elwood L. Brown

ELWOOD L. BROWN
Corporation Counsel
301 County Building
Port Huron, MI 48060

William H. Dennis
Robert Quain
Lanetta Wall

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, Michigan, at a Regular meeting held on September 22, 1993, 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

DEFS2\269433.1\078011-00013

RESOLUTION 93-33

ADOPTING AND SUPPORTING 1993 AMENDMENTS TO THE
ST. CLAIR COUNTY RECREATION PLAN 1991-2001

WHEREAS, the St. Clair County Board of Commissioners recognizes the important role recreation plays in providing the high quality of life enjoyed by County residents and visitors to this 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 preparing and recommending to the County Board of Commissioners, adoption of a comprehensive, coordinated county-wide parks and recreation plan; and

WHEREAS, the implementation of the planning goals of the recreation plan call for a comprehensive review of the needs of the County's only existing park facility, Goodells Park; and

WHEREAS, the Goodells Park Master Plan has been completed reflecting the community and user needs of the County's only existing park facility; and

WHEREAS, the Parks and Recreation Advisory Commission has recommended that the Goodells Park Master Plan be incorporated as an amendment to the St. Clair County Recreation Plan; and

WHEREAS, the plan amendments have been received and reviewed by the St. Clair County Board of Commissioners; and

WHEREAS, the County Board of Commissioners has determined that pursuing the goals and objectives proposed by the plan amendment 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.

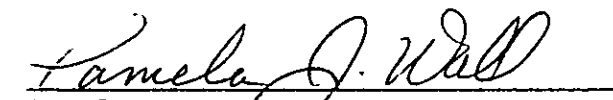


NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners hereby adopts and supports the 1993 Proposed Amendments to the St. Clair County Recreation Plan 1991-2001, and submits the plan to the Michigan Department of Natural Resources, for their consideration.

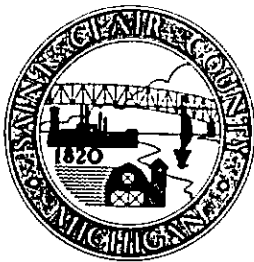
DATED: August 25, 1993

Reviewed and Approved by:



ELWOOD L. BROWN
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

TO: PUBLIC WORKS AND ENVIRONMENTAL AFFAIRS COMMITTEES
FROM: PARKS AND RECREATION ADVISORY COMMISSION
DATE: AUGUST 5, 1993

RE: AMENDMENT TO COUNTY RECREATION PLAN

SUBJECT: On August 4, 1993 the Parks and Recreation Advisory Commission took action on a proposed amendment to the County's recreation plan. This amendment would incorporate the Goodells Park design plan, developed with the assistance of MSU and presented to the County Board ON MAY 12, 1993, as a specific plan project. In addition, the recreation plan's capital projects schedule and budget has been amended to reflect project costs. (A copy of the entire amendment is attached.)

During last evening's meeting the Commission adopted resolution 93-1, a copy is attached, which endorses the proposed recreation plan amendments and recommends that the changes be adopted and supported by the County Board of Commissioners. The Commission is respectfully requesting that the Public Works and Environmental Affairs Committees review the proposed amendments and forward a recommendation for adoption to the full County Board during their August 25th regular meeting. Support staff that works with the Commission will be attending the subcommittee's August 18th meeting and the Board's subsequent meeting. A draft resolution for the Board's consideration has been forwarded to the County Administrator under a separate cover suggesting that the resolution be reviewed by Corporation Counsel and held pending a decision of the Board.

BACKGROUND: St. Clair County's recreation plan was adopted in 1991 and contained a number of projects which were to be undertaken. One of these projects was the development of a detailed plan for improvements to Goodells Park and approach the State for grant assistance to make plan improvements. The Commission has completed the detailed plan for Goodells Park and must include this plan in the recreation plan in order to be eligible for State recreation grants. This amendment to the plan would do just that. It would incorporate the detailed plan, include new goals and objectives aimed at park improvements, it would include funding of the project in the plan's capital projects schedule, and it would propose a strategy aimed at implementing the plan through increased public awareness, support and assistance.

Prior to the action taken last evening, the Commission held two public hearings, both of which were noticed in three of the county's newspapers. The resulting public record is available for review.

RECOMMENDATION: The Parks and Recreation Advisory Commission recommends that the above noted amendments to the County recreation plan be adopted as proposed.

cc: Don Dodge, Admin/Controller

A Government of Service



EXHIBIT K

RESOLUTION 93-32

REGARDING THE ST. CLAIR COUNTY ROAD COMMISSION'S
NON-UNION EMPLOYEES PARTICIPATION IN THE
ST. CLAIR COUNTY EMPLOYEES'
RETIREMENT SYSTEM

WHEREAS, the St. Clair County Road Commission non-union employees are subject to participation in the St. Clair County Employees' Retirement System; and

WHEREAS, the St. Clair County Board of Commissioners has authority and responsibility to establish terms, conditions and policy regarding the participation of said employees in the St. Clair County Retirement System; and

WHEREAS, the St. Clair County Board of Commissioners has reviewed the St. Clair County Employee's Retirement System, and has determined that a Modified Plan be made available; and

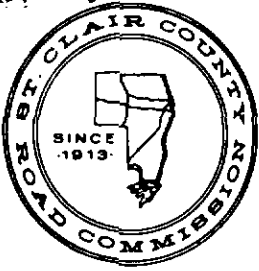
WHEREAS, the St. Clair County Board of Commissioners determines that the non-union employees of the St. Clair County Road Commission are eligible to participate in the said modified plan, as recommended by the Road Commission Resolution 93-24.

NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Road Commission non-union employees shall be eligible to participate in the St. Clair County Retirement System as follows:

1. Non-union Road Commission employees who were previously members and who maintained contributions in the St. Clair County Employees' Retirement System prior to July 1, 1993, shall be entitled to select one of the following options:

a. Historic Plan

- i. A final average compensation based on 2% a year based on the best five (5) of the last ten (10) years of service to a maximum of 64%.
- ii. Eligibility for health care upon eligibility for a pension under the vesting terms of the Retirement System.



R.O.A.D. COMMISSION

AIRPORT


PUBLIC WORKS

COUNTY OF ST. CLAIR

21 Airport Drive, St. Clair, Michigan 48079
Phone 313 364-5720

MEMORANDUM

TO: Don Dodge, County Administrator

FROM: John D. Perry, Managing Director 

DATE: July 8, 1993

SUBJECT: Retirement System

Attached is Resolution No. 93-24 which amends Resolution No. 93-18 allowing the Non-Union personnel of the Road Commission to participate in the St. Clair County Employee's Retirement System Modified Plan. The amended language includes the paragraph which requires the employees to sign an election form on or before November 1, 1993.

This amended resolution is as a result of your letter dated June 17, 1993. Please place this item on your next board agenda for county approval.

sb
Attach.

cc: Elwood Brown

NOTE TO BOARD OF COMMISSIONERS:

This matter was discussed at the July 20, 1993 Retirement Board Meeting and was forwarded to you for action.

Don Dodge
7-20-93

St. Clair County Road Commission Non-Union Employee Participation
in the St. Clair County Employees' Retirement System

WHEREAS, the St. Clair County Road Commission Non-Union employees are eligible to participate in the St. Clair County Employee's Retirement System; and

WHEREAS, the St. Clair County Board of Commissioners has authority and responsibility to establish terms, conditions and policy regarding the participation of said employees in the St. Clair County Retirement System; and

WHEREAS, the St. Clair County Board of Commissioners has reviewed the St. Clair County Employees' Retirement System and has determined that a Modified Plan be made available; and

WHEREAS, the St. Clair County Road Commission determines that the non-union employees of the St. Clair County Road Commission are eligible to participate in said Modified Plan.

NOW, THEREFORE, BE IT RESOLVED, That the St. Clair County Road Commission non-union employees be eligible to participate in the St. Clair County Retirement System as follows:

1. Non-union Road Commission employees who maintained contributions in the St. Clair County Retirement System prior to July 1, 1993 shall be entitled to select one of the following options:

a. Historic Plan

- i) A final average compensation based on 2% per year based on the best five (5) of the last ten (10) years of service to a maximum of 64%.
- ii) Eligibility for health care upon eligibility for a pension under the vesting terms of the Retirement System.

b. Modified Plan

- i) A final average compensation as follows:

<u>Years of Service</u>	<u>Annual Percentage</u>	<u>Application</u>
1-10	1.75%	Accumulative
11-19	2.00%	Accumulative
20-24	2.00%	Retroactive to first year
25 +	2.40%	Retroactive to first year

- ii) Maximum final average compensation at 69.6% at 29 years of service.
 - iii) Eligible for health care upon attaining twenty (20) years of service.
 - iv) Each employee eligible to exercise an option shall be provided an election form by the county. The employee shall submit their execution form on or before November 1, 1993. Failure to submit an election form shall result in the employee being subject to the Modified Plan. An employee's election shall be irrevocable.
2. Non-union Road Commission employees whose employment commences on or after July 1, 1993 shall have no option but shall be subject to the Modified Plan provided in the preceding 1.b i), ii), iii) and iv).
 3. All resolutions and parts of resolutions in conflict with this resolution are to the extent of conflict hereby rescinded.

NOW, THEREFORE, BE IT FURTHER RESOLVED, That this resolution be forwarded to the St. Clair County Board of Commissioners for their ratification.

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 rescheduled meeting of the Board of County Road Commissioners of the County of St. Clair held on Wednesday, July 7, 1993 at 7:22 p.m. in the St. Clair County Road Commission's Central Service Center, 21 Airport Drive, St. Clair, Michigan.

Sandra Bellinger
Sandra Bellinger, Acting Secretary

RESOLUTION 93-31

APPROVING CONTRACTUAL CHANGES
AND SUPPLEMENTAL APPROPRIATION
OF SENIOR CITIZENS MILLAGE FUNDS
FOR 1993

WHEREAS, the citizens of St. Clair County voted approval of a special millage levy for Senior Citizens Services for a period of four (4) years.

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

NOW, THEREFORE, BE IT RESOLVED:

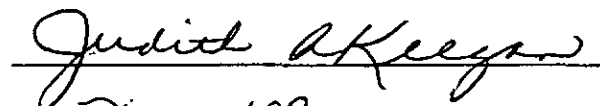
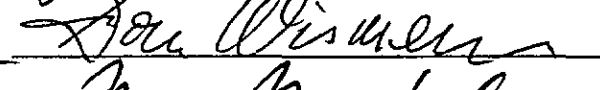

- 1) That the contract with Economic Opportunity Committee of St. Clair County, Inc. to provide Senior Citizens Nutrition Services be terminated effective June 30, 1993
- 2) That the contract, with an appropriation of \$76,964.00 to provide Senior Citizens Nutrition Services be awarded to the St. Clair County Council on Aging, Inc. effective July 1, 1993 through December 31, 1993.
- 3) That a supplemental, one-time appropriation of \$13,067.00 from the 1993 fund balance of the Senior Citizens Millage Fund be appropriated to the St. Clair County Council on Aging, Inc. for a Senior Nutrition delivery van.

DATED: July 28, 1993

Reviewed and Approved by:



ELWOOD L. BROWN
County Corporation Counsel
301 County Building
Port Huron, MI 48060



COMMISSION ON AGING

County of St. Clair, Michigan

201 McMorran Blvd. Rm. 105- / PORT HURON, MICHIGAN 48060 / (313) 985-2265

M.E.M.O.

H.S.C./93-30

TO: Donald E. Dodge;
Administrator/Controller
AND
Members of the St. Clair County Board of Commission

FROM: St. Clair County Commission On Aging
AND
David W. Hill; *DWA*
Human Services Coordinator

DATE: 7-12-93

RE: SENIOR CITIZENS MILLAGE FUND - RECOMMENDED CONTRACTUAL CHANGES AND
SUPPLEMENTAL 1993 ALLOCATION

The Commission On Aging has completed deliberations and prepared the following recommendations concerning the Senior Citizens Nutrition Services Contract.

1. Recommend to the County Board of Commission that the contract with the Economic Opportunity Committee of St. Clair County, Inc. to provide Senior Citizens Nutrition Services be terminated effective June 30, 1993.
2. Recommend to the County Board of Commission awarding the contract; with an appropriation of \$76,964.00; to provide Senior Citizens Nutrition Services to the St. Clair County Council On Aging, Inc. effective July 1, 1993 through December 31, 1993.
3. Recommend to the County Board of Commission a one-time only supplement in the amount of \$13,067.00 to the Council On Aging for a delivery van to be used in the Senior Nutrition Program.

We prepared the necessary authorizing resolution. And have included the minutes of the Commission's meeting of 7-7-93 in which the above action was taken to approve and forward these recommendations.

ATTACHMENTS:

1. Resolution Re: Appropriation of the 1993 Senior Citizens Millage Fund
2. MEMO: #93-28 (6-25-93) RE: status of the Senior Citizens Nutrition Program Contract
3. MEMO: #93-29 (7-7-93) RE: the Council On Aging's request for supplemental funds
4. Minutes of the Commission On Aging's 7-7-93 Meeting



COMMISSION ON AGING

County of St. Clair, Michigan

201 McMorran Blvd. Rm. 105 / PORT HURON, MICHIGAN 48060 / (313) 985- 2265

M.E.M.O.

H.S.C./93-28

TO: Members of the Commission On Aging

FROM: David W. Hill; *DWH*
Human Services Coordinator

DATE: 6-25-93

RE: STATUS OF THE SENIOR CITIZENS NUTRITION PROGRAM CONTRACT

The Senior Citizens Nutrition Program is composed of two (2) basic core contracts. The prime contract is through the Area Agency On Aging I-B. (A.A.A. I-B). And the appropriation of County Senior Citizens Millage funds. Funds which have been considered to be supplemental to those received under the prime contract.

Millage funds alone are not sufficient provide a County-wide daily nutrition program. Therefore it would be inappropriate for the County to consider contracting with any organization other then the one which has the prime contract with A.A.A. I-B.

Those contracts; through Area Agency On Aging IB (A.A.A. IB) and the County's Senior Citizens Millage Fund; provide for County-wide group and home-delivered meals services.

	<u>Amount</u>	<u>Contract Period</u>
A.A.A. IB	\$ 314,471	10-1-92/9-30-93
Millage	\$ <u>153,926</u>	1-1-93/12-31-93
	468,397	

The Economic Opportunity Committee of St. Clair County, Inc. has been the contractor providing Senior Citizens Nutrition Services in St. Clair County for several years. However, E.O.C. has recently experienced administrative difficulties which questioned its abilities to continue operations of this program.

The Board of Directors of the Area Agency On Aging I-B took action to terminate the Economic Opportunity Committee's (E.O.C.) contract effective March 31, 1993. Pending the appeals process, the contract was extended on a month to month basis. The County has proceeded in similar fashion. Subsequent appeals made by E.O.C. were sustained. E.O.C. withdrew its final appeal resulting in a contract termination date of June 30, 1993.

A.A.A. I-B issued a "request for proposal" for a new contractor to provide Senior Nutrition Services in our County. The St. Clair County Council On Aging was the only applicant. On June 25, 1993 the A.A.A. I-B Board of Directors awarded the contract; for the balance of the contract year (July through September); to the Council On Aging. The Council On Aging has applied for next year's (October 1993 through September 1994) contract.

The Council On Aging is requesting an appropriation of \$76,964.00 from the Senior Citizens Millage Fund for the Senior Citizens Nutrition Program. This request is for the period of July through December 1993. The amount is one-half of original full-year \$153,926.00 appropriation.

The detail of the Council On Aging's request is attached.

STAFF RECOMMENDATION:

1. Recommend to the County Board of Commission that contract with the Economic Opportunity Committee of St. Clair County, Inc. to provide Senior Citizens Nutrition Services be terminated effective June 30, 1993.
2. Recommend to the County Board of Commission awarding the contract with an appropriation of \$76,964.00 to provide Senior Citizens Nutrition Services to the St. Clair County Council On Aging, Inc. effective July 1, 1993 through December 31, 1993.



OFFICE OF COUNTY ADMINISTRATOR/CONTROLLER

County of St. Clair, Michigan

COUNTY BLDG., 201 McMORRAN BLVD., PORT HURON, MI 48060 / (313) 985-2001

DONALD E. DODGE, ChFC — Administrator/Controller

M.E.M.O.

H.S.C./93-29

TO: Members of the Commission On Aging

FROM: David W. Hill; *DWH*
Human Services Coordinator

DATE: 7-7-93

RE: COUNCIL ON AGING'S REQUEST FOR SUPPLEMENTAL FUNDS
FOR A VEHICLE

A standard clause in our contracts indicates that when a contract is terminated any equipment purchased with Senior Citizens Millage Funds reverts back to the County. The usual practice has been that if we contract for those services with another provider then that equipment is transferred to the new contractor.

In the case of the Senior Nutrition Services all equipment except two (2) delivery trucks will be transferred to the Council On Aging. It is because these two (2) trucks have been determined to be beyond repair that the Council On Aging is making their request.

The Commission On Aging has in the past awarded one-time only supplements to the Economic Opportunity Committee for major equipment purchases. Those awards included, at various times, three (3) vehicles.

1985 Chevrolet - approx. \$ 11,000
1988 G.M.C. - approx. \$ 12,950
1992 Chevrolet - approx. \$ 10,900

The County has taken possession of the two (2) older vehicles. At this time our intention is to put these vehicles, along with others, out for bid. All monies realized from their sale will be returned to the Senior Citizens Millage Fund.

STAFF RECOMMENDATION:

Approve the Council On Aging's request for a one-time only supplement, not to exceed \$13,100.00, to be used for a delivery van in the Senior Nutrition Program.

A Government of Service

Attachment #3

ST. CLAIR COUNTY

COMMISSION ON AGING

MINUTES OF THE

JULY 7, 1993 MEETING

- I. Meeting was called to order by Chairperson L. Cooper at 7:02 P.M.
- II. MEMBERS PRESENT: R. Newman K. Shaw C. Johnson V. Olson
J. Baird L. Cooper B. Prevost M. Good
- MEMBERS EXCUSED: M. Gilbert
- STAFF: D. Hill
- OTHERS: Per Attached Sign-In Sheet

A QUORUM WAS PRESENT.

III. Citizens Addressing The Commission

L. Newsome reported that the Consortium On Aging continues to meet. Its next meeting is July 21, 1993.

V. Olson reported that Berlin Township received a "Build Michigan Grant" which will be used to build a Senior Citizens Activities Center. Ground breaking is Sunday, July 12, 1993.

IV. Motion; C. Johnson/R. Newman; to approve the minutes of the October 21, 1992 meeting as presented. Motion carried.

V. Election Of Officers

A. Chairperson

Motion; B. Prevost/M. Good; to place the name of Lee Cooper in nomination for Chairperson. Motion; R. Newman/B. Prevost; to close the nominations and cast a unanimous vote for Lee Cooper. Motion carried. Lee Cooper will serve as Chairperson.

B. Vice-Chairperson

Motion; C. Johnson/R. Newman; to place the name of Betty Prevost in nomination for Vice-Chairperson. Motion; R. Newman/M. Good; to close the nominations and cast a unanimous vote for Betty Prevost. Motion carried. Betty Prevost will serve as Vice-Chairperson.

Attachment #4

VI. Action Relative To The Senior Nutrition Services Contract

A. Motion; M. Good/B. Prevost; to recommend to the County Board of Commission that the contract with the Economic Opportunity Committee of St. Clair County, Inc. to provide Senior Citizens Nutrition Services be terminated effective June 30, 1993.

Motion carried.

B. Motion; M. Good/B. Prevost; to recommend to the County Board of Commission awarding the contract; with an appropriation of \$76,964.00; to provide Senior Citizens Nutrition Services to the St. Clair County Council On Aging, Inc. effective July 1, 1993 through December 31, 1993.

Motion carried.

C. Motion; B. Prevost/J. Baird; to recommend to the County Board of Commission a one-time only supplement in the amount of \$13,067.00 to the Council On Aging for a delivery van to be used in the Senior Nutrition Program.

Motion carried.

VII. Other Business

A. 1993 Senior Citizens Millage Fund - Program Services Report

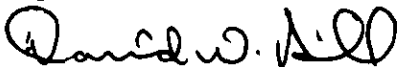
Corrections to the Council On Aging's 1993 Planned Units were noted.

B. The Commission adopted the attached "Schedule For The 1994 Budget Allocation Process"

VIII. The next meeting was scheduled for Tuesday, August 10, 1993.

IX. No further business; motion; C. Johnson/M. Good; to adjourn the meeting at 7:40 P.M. Motion carried.

Respectfully Submitted;



David W. Hill;
Human Services Coordinator

RESOLUTION 93-30

ADOPTING AND APPROVING THE EXECUTION OF THE GRANT AGREEMENT BY THE COUNTY OF ST. CLAIR OF PORT HURON, MICHIGAN AND THE STATE OF MICHIGAN, MICHIGAN BUREAU OF AERONAUTICS FOR THE PURPOSE OF OBTAINING STATE AID FOR THE DEVELOPMENT OF THE ST. CLAIR COUNTY INTERNATIONAL AIRPORT UNDER PROJECT NO. B-26-0080-0193


WHEREAS, the County of St. Clair will be receiving Grant Offers from the Michigan Bureau of Aeronautics in an amount not to exceed \$472,500 for land acquisition; and

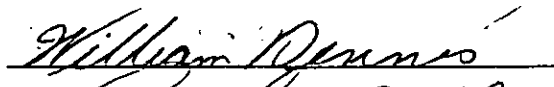

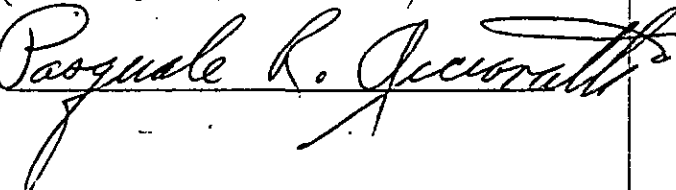
WHEREAS, the Airport Commission, by a resolution adopted July 7, 1993, has recommended acceptance by the St. Clair County Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED, That the Grant offers be hereby accepted and authorization for execution be granted by the St. Clair County Board of Commissioners, and that the Chairperson of the St. Clair County Board of Commissioners of Port Huron, Michigan, is hereby authorized and directed to execute Grant Offers on behalf of the County of St. Clair.

DATED: July 14, 1993

Reviewed and Approved by:


ELWOOD L. BROWN
County Corporation Counsel
301 County Building
Port Huron, Mi 48060

RESOLUTION NO. 93-04

AIRPORT COMMISSION
OF THE COUNTY OF ST. CLAIR

RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF GRANT AGREEMENTS BY THE COUNTY OF ST. CLAIR OF PORT HURON, MICHIGAN AND THE STATE OF MICHIGAN, MICHIGAN BUREAU OF AERONAUTICS, FOR THE PURPOSE OF OBTAINING STATE AID FOR THE DEVELOPMENT OF THE ST. CLAIR COUNTY INTERNATIONAL AIRPORT, UNDER PROJECT NO. B-26-0080-0193

WHEREAS, the County of St. Clair will be receiving Grant Offers from the Michigan Bureau of Aeronautics in various amounts not to exceed \$472,500 for land acquisition; and

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

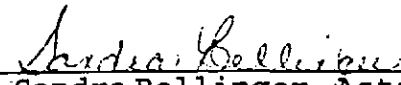
BE IT FURTHER RESOLVED, That the Airport Commission recommends that the St. Clair County Board of Commissioners authorizes the Chairperson to execute the various grants.

AYES: Commissioner McCormick
Commissioner Foley
Commissioner Street

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 Wednesday, July 7, 1993 at 7:07 p.m. in the St. Clair County Road Commission's Central Service Center, 21 Airport Drive, St. Clair, Michigan.


Sandra Bellinger, Acting Secretary

RESOLUTION 93- 29

DESIGNATING THE HUMAN DEVELOPMENT COMMISSION AS THE REGIONAL
SUBSTANCE ABUSE COORDINATING AGENCY

WHEREAS, in Calendar Year 1986, the Michigan Office of Substance Abuse Services designated the Human Development Commission as Regional Substance Coordinating Agency for the Counties of Huron, Lapeer, Sanilac, St. Clair and Tuscola in accordance with the Michigan Public Health Code (Act 368, of 1978, as amended); and

WHEREAS, a regional coordinating agency shall:

- A. Develop comprehensive plans for substance abuse treatment and rehabilitation services and prevention services consistent with guidelines established by the office.
- B. Review and comment to the office on application for licenses submitted by local treatment, rehabilitation, and prevention organizations.
- C. Provide technical assistance for local substance abuse organizations.
- D. Collect and transfer data and financial information from local organizations to the office.
- E. Submit an annual budget request to the office for use of state administered funds for its city, county, or region for substance abuse treatment and rehabilitation services and prevention services in accordance with guidelines established by the administrator.
- F. Make contracts necessary and incidental to the performance of the agency's functions. The contracts may be made with public or private agencies, organizations, associations, and individuals to provide for substance abuse treatment and rehabilitation services and prevention services.
- G. Annually evaluate and assess substance abuse services in the city, county or region in accordance with guidelines established by the administrator; and

WHEREAS, the current St. Clair County Resolution approving the State of Michigan designation expires on September 30, 1993; and

NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners approves the Michigan Department of Public Health/Center for Substance Abuse Services designation of the Human Development Commission as Regional Substance Abuse Coordinating Agency.

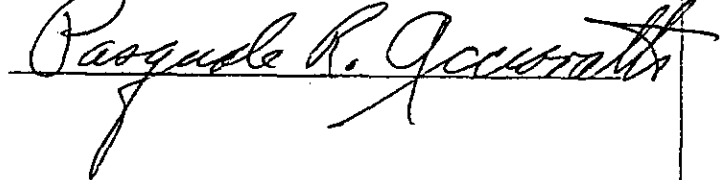
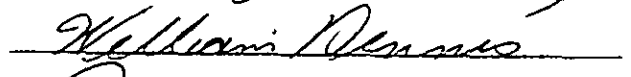
BE IT FURTHER RESOLVED, that this designation shall be for only October 1, 1993 through September 30, 1994.

DATED: July 14, 1993

Reviewed and Approved by:



ELWOOD L. BROWN
County Corporation Counsel
301 County Building
Port Huron, MI 48060



RESOLUTION 93-28

OPPOSING ANY EFFORTS TO WEAKEN
GREAT LAKES WATER QUALITY INITIATIVE

WHEREAS, the Great Lakes hold 95% of the fresh surface water in the U.S., providing a natural resource vital to the environment and the economy of the region, the State of Michigan and the County of St. Clair; and

WHEREAS, people who live or vacation on the Great Lakes have seen a visible improvement in the quality of the water since the 1970's, because of considerable investments in public sewage treatment systems. The Lakes now support a sport fishery worth billions of dollars per year; and

WHEREAS, despite these efforts, persistent toxic chemical contamination in the Great Lakes threatens human health, according to the International Joint Commission, the body that oversees efforts to clean up the Lakes; and

WHEREAS, scientists have found that routinely eating some species of Great Lakes fish can cause a range of serious health problems, including birth defects, learning disabilities, immune and reproductive system damage, and cancer risks, prompting health officials throughout the region to issue advisories against eating some Great Lakes fish, including salmon, trout, carp and catfish; and

WHEREAS, Great Lakes fish and wildlife are suffering severe damage from toxic contamination, including cancerous tumors, missing organs, behavioral changes, immune system damage, reproduction problems and life-threatening physical deformities; and

WHEREAS, pursuant to the Clean Water Act, the U.S. Environmental Protection Agency is charged with developing the Great Lakes Water Quality Initiative to set uniform, consistent water quality standards for all the Great Lakes States. This Initiative has produced draft rules, which are out for public review through September 13, 1993 and which, when adopted by U.S. EPA and the States, would require reduction in discharges of the most harmful toxics.

NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners supports the adoption of the Great Lakes Water Quality Initiative and urges U.S. EPA and the State of Michigan to promulgate and implement as quickly as possible final Great Lakes rules that will:

- . reduce and prevent toxic pollution in the Great Lakes
- . require consistent water quality standards and pollution control programs in all eight Great Lakes States, and
- . provide better protection for people and wildlife against chemical pollutants that build up in the food chain.

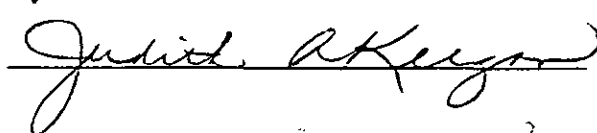
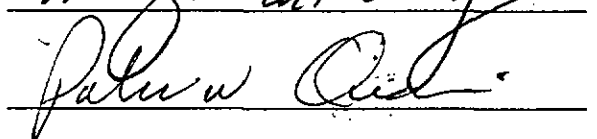
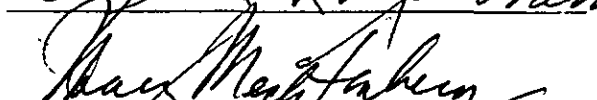
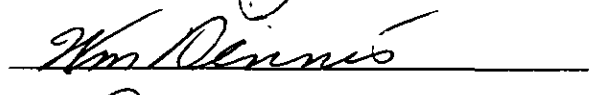
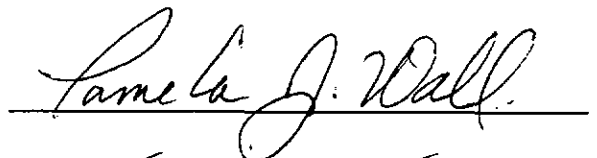
BE IT FURTHER RESOLVED, that the St. Clair County Board of Commissioners urges the Michigan Department of Natural Resources and Governor John Engler to oppose any efforts to weaken this initiative. We urge the DNR and the Governor to help protect the Great Lakes by supporting adoption of a strong Great Lakes Initiative.

DATED: June 2, 1993

Reviewed and Approved by:



ELWOOD L. BROWN
County Corporation Counsel
301 County Building
Port Huron, Mi 48060



RESOLUTION 93-27

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 4th Day of May, 1993, 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 1993 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 1993, 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 4, 1993, 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, 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.

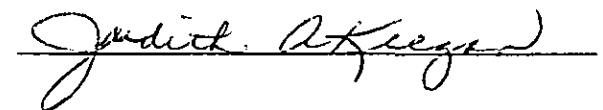

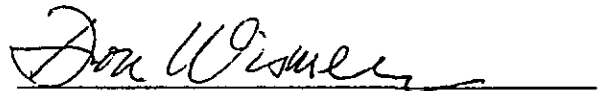
3. That all resolutions and parts of resolutions insofar as the same conflict with the provisions of this Resolution be, and the same are rescinded.

DATED: May 12, 1993

Reviewed and Approved by:



ELWOOD L. BROWN
County Corporation Counsel
301 County Building
Port Huron, MI 48060



RESOLUTION 93- 26

STATE OF MICHIGAN
DEPARTMENT OF SOCIAL SERVICES
AMENDMENT #3 - FUNDING FOR 1992
FRIEND OF THE COURT

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, 1992 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 mutual promises hereinabove and hereinafter contained, the parties agree to the following amendments of said Agreement:

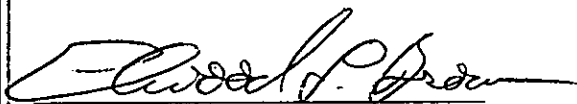
On page nine (9) Section III Paragraph B, the total dollar amount of the Agreement shall be increased as follows:

The amount of this Agreement, as appropriated by the Contractor for funding year January 1, 1992 through December 31, 1992, shall be increased by \$86,724.00 to new total of \$1,425,115.00.

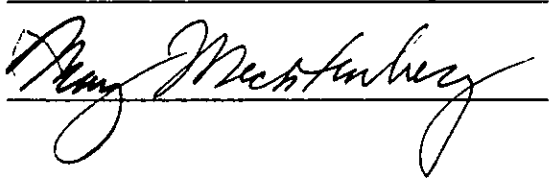
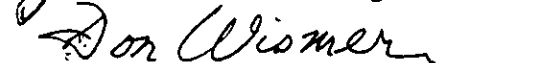
The amount added by this Amendment will be restricted to expenditures from January 1, 1992 through December 31, 1992. The Department shall reimburse an amount up to the State's share of actual expenditures as reflected in the attached revised Cooperative Reimbursement Budget which is made a part of this Amendment.

DATED: April 28, 1993

Reviewed and Approved by:



ELWOOD L. BROWN
Corporation Counsel
301 County Building
Port Huron, Mi 48060



RESOLUTION 93-23

APPROVING 1993 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 MCL 211.34, MSA 7.51 et seq.

WHEREAS, the Michigan Legislature enacted a statute describing true cash value and in connection therewith MCLA 211.27, MSA 7.27 reads in part as follows:

"...Notwithstanding any other provision of law, except as hereinafter provided, property shall be assessed at 50% of its true cash value in accordance with Article 9, Section 3 of the constitution," and,

WHEREAS, the St. Clair County Board of Commissioners and the St. Clair County Department of Equalization have examined the assessment rolls of the various townships and cities in the County of St. Clair, as required, and have determined that such assessment rolls as examined appear to be relatively unequal; and

WHEREAS, the St. Clair County Department of Equalization has, in accordance with the aforementioned constitutional and statutory provisions prepared a tabular statement of the assessed and equalized values of 50% of the true cash value of the real and personal property of the various townships and cities in St. Clair county, said statement being labeled Exhibit "A", attached hereto and made a part hereof by reference.

NOW, THEREFORE, BE IT RESOLVED THAT:


1. The assessment rolls as presented are hereby approved in the assessed and equalized amounts shown on Exhibit "A".

2. The amounts specified in Exhibit "A" shall be certified by the Chairperson and Clerk of this Board, and that copies be delivered to the respective officials of each township and city of St. Clair County.

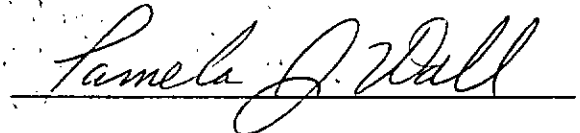
3. All resolutions and parts of resolutions, insofar as the same conflict with the provisions of this resolution be, and the same hereby are rescinded.

DATED: April 28, 1993

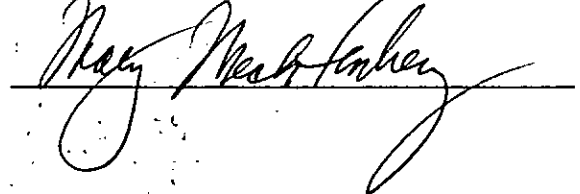
Reviewed and Approved by:



ELWOOD L. BROWN
County Corporation Counsel
301 County Building
Port Huron, MI 48060







TOWNSHIP OR CITY	STATE TAX COMMISSION ST. CLAIR COUNTY	EQUALIZED VALUATION - REAL	INDUSTRIAL	RESIDENTIAL	DEVELOPMENTAL	TOTAL REAL
BERLIN TOWNSHIP	11,141,030	620,950	41,025	27,563,731		39,366,736
BROCKWAY TOWNSHIP	8,657,200	830,320	281,404	10,946,484		20,715,408
BURICHVILLE TOWNSHIP	12,166,200	2,653,100	205,800	45,312,667		60,337,767
CASCO TOWNSHIP	11,143,762	2,150,329	1,907,880	40,063,683		55,265,654
CHINA TOWNSHIP	16,423,000	1,660,500	344,149,050	32,787,175		395,019,725
CLAY TOWNSHIP	4,530,200	14,884,100	1,791,300	224,188,900		245,394,500
CLYDE TOWNSHIP	4,830,675	1,574,400	101,300	64,808,530		71,314,905
COLUMBUS TOWNSHIP	14,699,100	1,264,100	1,339,200	43,195,625		60,498,025
COTTRELLVILLE TOWNSHIP	7,604,400	2,423,900	1,244,700	45,590,350		56,863,350
EAST CHINA TOWNSHIP	1,087,475	4,938,695	223,921,575	67,915,375		297,863,120
EMMETT TOWNSHIP	9,834,925	588,725	845	11,614,275		22,038,770
FORT GRATIOT TOWNSHIP	2,209,875	51,786,050	20,550	134,103,935		188,111,410
GRANT TOWNSHIP	7,963,419	398,400	223,825	9,004,470		17,590,114
GREENWOOD TOWNSHIP	7,672,215	78,817	59,078,775	5,041,920		71,871,727
IRA TOWNSHIP	9,734,225	12,500,800	4,379,550	57,538,075		84,152,650
KENDOCKEE TOWNSHIP	10,749,200	312,675	236,070	15,022,865		26,320,810
KIMBALL TOWNSHIP	9,214,300	9,900,800	1,131,700	53,215,400		73,462,200
LYNN TOWNSHIP	9,031,450	19,000		4,743,775		13,794,225
MUSSEY TOWNSHIP	9,147,345	3,518,025	598,325	24,368,337		37,632,032
PORT HURON TOWNSHIP	226,200	20,410,725	3,088,675	75,707,790		99,433,390
RILEY TOWNSHIP	14,370,119	1,071,742	155,000	23,629,313		39,226,174
ST. CLAIR TOWNSHIP	17,584,971	4,768,002	1,411,010	78,608,759		102,372,742
WALES TOWNSHIP	11,926,750	527,450	334,250	22,163,380		34,951,830
CITY OF ALGONAC		6,329,120	49,000	54,741,275		61,119,395
CITY OF MARINE CITY		11,537,837	5,238,969	45,622,520		62,399,326
CITY OF MARYSVILLE		17,015,300	35,980,600	111,519,800		164,515,700
CITY OF MEMPHIS		702,508		3,089,133		3,791,641
CITY OF PORT HURON		83,435,200	25,161,450	251,277,325		359,873,975
CITY OF ST. CLAIR		13,600,410	6,769,282	79,827,904		100,197,596
CITY OF YALE		3,818,250	408,250	13,494,975		17,721,475
TOTAL FOR ENTIRE COUNTY	211,939,036	275,320,230	719,249,360	1,676,707,746		2,883,216,372

STATE TAX COMMISSION
ST. CLAIR COUNTY

ASSESSED VALUATION - REAL

S.T.C. L - 4024
YEAR 1993

4/20/93

TOWNSHIP OR CITY	AGRICULTURE	COMMERCIAL	INDUSTRIAL	RESIDENTIAL	DEVELOPMENTAL	TOTAL REAL
BERLIN TOWNSHIP	11,141,030	620,950	41,025	27,563,731		39,366,736
BROCKWAY TOWNSHIP	8,657,200	830,320	281,404	10,946,484		20,715,408
BURTCVILLE TOWNSHIP	12,166,200	2,653,100	205,800	45,312,667		60,337,767
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IRA TOWNSHIP	9,734,225	12,500,800	4,379,550	57,538,075		84,152,650
KENOSKEE TOWNSHIP	10,749,200	312,675	236,070	15,022,865		26,320,810
KIMBALL TOWNSHIP	9,214,300	9,900,800	1,131,700	53,215,400		73,462,200
LYNN TOWNSHIP	9,031,450	19,000		4,743,775		13,794,225
MUSSEY TOWNSHIP	9,147,345	3,518,025	598,325	24,368,337		37,632,032
PORT HURON TOWNSHIP	226,200	20,410,725	3,088,675	75,707,790		99,433,390
RILEY TOWNSHIP	14,370,119	1,071,742	155,000	23,629,313		39,226,174
ST. CLAIR TOWNSHIP	17,584,971	4,768,002	1,411,010	78,608,759		102,372,742
WALES TOWNSHIP	11,926,750	527,450	334,250	22,163,380		34,951,830
CITY OF ALGONAC		6,329,120	49,000	54,741,275		61,119,395
CITY OF MARINE CITY		11,537,837	5,238,969	45,622,520		62,399,326
CITY OF MARYSVILLE		17,015,300	35,980,600	111,519,800		164,515,700
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CITY OF ST. CLAIR		13,600,410	6,769,282	79,827,904		100,197,596
CITY OF YALE		3,818,250	408,250	13,494,975		17,721,475
TOTAL FOR ENTIRE COUNTY	211,939,036	275,320,230	719,249,360	1,676,707,746		2,883,216,372

APPROVING THE AGREEMENT BETWEEN THE
ST. CLAIR COUNTY BOARD OF COMMISSIONERS
AND THE
HUMAN DEVELOPMENT COMMISSION
FOR THE
ADMINISTRATION OF SUBSTANCE ABUSE SERVICES

WHEREAS, the St. Clair County Board of Commissioners has determined the need for establishing an agreement between the St. Clair County Board of Commissioners and the Human Development Commission, for the administration of substance abuse services in St. Clair County; and

WHEREAS, the Agreement shall establish the general provisions and responsibilities for the administration of public funds committee to substance abuse treatment and prevention services in St. Clair County; and

WHEREAS, the Agreement shall outline the specific responsibilities of the County and the Human Development Commission necessary to the implementation of the agreement.

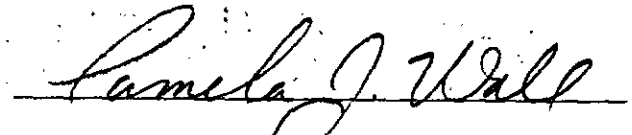
NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners approves the "Agreement Between the St. Clair County Board of Commissioners and the Human Development Commission for the Administration of Substance Abuse Services", attached as Exhibit "A", and authorize the Chairperson to sign said Agreement.

DATED: April 14, 1993

Reviewed and Approved by:



ELWOOD L. BROWN
County Corporation Counsel
301 County Building
Port Huron, Mi 48060



RESOLUTION AUTHORIZING
ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. VII
(CITY OF YALE) BONDS

RESOLUTION NO. 93 - 21

COUNTY OF ST. CLAIR
BOARD OF COMMISSIONERS

County Clerk
Copy

At a regular meeting of the Board of Commissioners
County on April 14, 1993 at 7:30 o'clock p.m., Eastern
there were

PRESENT: _____

ABSENT: _____

The following preamble and resolutions were offered by Commissioner
_____ and seconded by Commissioner _____:

WHEREAS, this Board of Commissioners has adopted a resolution
approving the acquisition and construction of the St. Clair County Water
Supply System No. VIII (City of Yale) (the "System") for the purpose of
enhancing the water supply facilities of a district which lies wholly
within the City of Yale (the "City"); and

WHEREAS, pursuant to a resolution of this Board of Commissioners and
pursuant to a resolution adopted by the governing body of the City, the
County of St. Clair (the "County") and the City are entering into a
Contract dated as of April 1, 1993 (the "Contract"), whereby the County
agrees to acquire, construct, and finance the System at an estimated cost
of \$430,000 and the City agrees to pay for the cost of the System, which
is to be financed by bonds to be issued by the County (the "Bonds") in
the aggregate principal amount of \$430,000, together with interest
earnings on the proceeds of the Bonds; and

WHEREAS, the System will serve the residents of the City; and

WHEREAS, under the Contract, the City is to pay semiannually to the
County an amount equal to each semiannual installments of principal of,
premium, if any, and interest on the Bonds then due and in addition is
to pay all transfer agent and registrar fees and other bond service
charges, as determined pursuant to the Contract; and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE
COUNTY OF ST. CLAIR as follows:

Section 1. Definitions. Wherever used in this resolution or
in the Bonds, except where otherwise indicated by the context:

(a) The term "Bonds" shall mean the bonds to be issued
pursuant to Section 3 below and designated St. Clair County Water Supply
System No. VIII (City of Yale) Bonds (Limited Tax General Obligation)

pursuant to Section 4 below and any additional bonds issued pursuant to Section 11 hereof and Section 14 of the Contract.

(b) The term "County" shall mean the County of St. Clair, Michigan.

(c) The term "Local Unit" shall mean the City of Yale, County of St. Clair, Michigan.

(d) The term "County Agency" shall mean the Department of Public Works of the County.

(e) The term "Project" shall mean the Improvements to be acquired and constructed, as referred to in the preamble to this resolution and the Contract.

(f) The term "Contract" shall mean the contract, heretofore made and executed between the County, by its duly designated County Agency, and the Local Unit, as set forth in the preamble hereto.

(g) The term "Contractual Payments" shall mean the installment payments required to be made by the Local Unit to the County pursuant to the provisions of Section 9 of the Contract and pledged for the payment of principal and interest on the Bonds.

Section 2. Approval of Contract. The Contract is hereby approved, ratified and confirmed and the County Agency is hereby authorized and directed to execute and deliver the Contract in the name of the County.

Section 3. Issuance of Bonds. For the purpose of paying a portion of the local share cost of the construction of the Project, including payment of engineering, legal and financing expenses in connection therewith and capitalized interest, if any after issuance of the Bonds, there is to be borrowed a sum of up to Four Hundred Thirty Thousand & 00/100 (\$430,000) Dollars and that in evidence thereof there be issued one or more series of Bonds of the County under this Resolution and supplemental resolutions to this Resolution, as hereinafter set forth. The balance of the cost of the Project, if any, shall be paid from funds of the Local Unit and the proceeds of additional bonds to be issued hereunder, if any.

Section 4. Bond Terms. The Bonds shall be designated ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. VIII (CITY OF YALE) BONDS (LIMITED TAX GENERAL OBLIGATION), the principal of and interest thereon to be payable primarily out of the Contractual Payments. The Bonds shall consist of bonds registered as to principal and interest in the denomination of \$5,000 or integral multiples of \$5,000 up to the amount of a single maturity, numbered consecutively in order of authentication from 1 upwards, callable prior to maturity as hereinafter provided, dated as of May 1, 1993, and shall be payable annually on October 1 of each year as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
1993	\$20,000	2001	\$25,000
1994	20,000	2002	30,000
1995	20,000	2003	30,000
1996	20,000	2004	30,000
1997	20,000	2005	35,000
1998	20,000	2006	35,000
1999	20,000	2007	40,000
2000	25,000	2008	40,000

Bonds of this issue maturing in the years 1993 to 2000, inclusive, shall not be subject to redemption prior to maturity.

Bonds or portions of Bonds in integral multiples of \$5,000, of this issue maturing in the years 2001 to 2008, inclusive, shall be subject to redemption prior to maturity, at the option of the County, in such order as the County shall determine, by lot within a maturity, on any interest payment date on or after October 1, 2000, at par and accrued interest to the date fixed for redemption, plus a premium (payable only upon optional redemption prior to maturity) 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, 2000, but prior to October 1, 2001;

1.0% 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;

0.5% 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

0.0% of the par value of each Bond or portion thereof called for redemption on or after October 1, 2003, but prior to maturity.

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 of the same maturity and bearing the same interest rate.

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.

The Bonds shall bear interest at a rate or rates determined on sale thereof, not exceeding a rate of eight percent (8%) per annum, with a discount of not to exceed one percent (1%), payable on October 1, 1993, and semiannually thereafter, by check drawn on the Transfer Agent (as defined herein) mailed to the registered owner at the registered address, as shown on the registration books of the County maintained by the Transfer Agent. The interest rate borne by Bonds maturing on or after October 1, 2002 shall not be less than the interest rate borne by Bonds maturing in the preceding year (base year is 2001) and the spread between the highest interest rate of any maturity and the lowest interest rate of any maturity shall not exceed two and one-half percent (2.5%). 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 paragraph may be changed by the County to conform to market practice in the future. The principal of the Bonds shall be payable upon presentation and surrender to the Transfer Agent at its principal corporate trust office. NBD Bank, N.A., Detroit, Michigan, a national banking association, qualified to act as bond registrar, paying agent and transfer agent, is hereby appointed to serve as bond registrar, paying agent and transfer agent (the "Transfer Agent") for the Bonds. The County Agency is hereby authorized to execute one or more agreements with the Transfer Agent on behalf of the County. The County reserves the right to replace the Transfer Agent at any time by written notice mailed to the registered owners of record of bonds not less than sixty (60) days prior to any interest payment date.

Section 5. Execution and Delivery of Bonds. The Chairman of the Board of Commissioners and the County Clerk are hereby authorized and directed to execute the Bonds by means of their facsimile signatures when issued and sold for and on behalf of the County and to imprint a facsimile of the seal of the County thereon. No Bond of this series shall be valid until authenticated by an authorized officer or representative 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.

The Transfer Agent shall maintain and keep registration books for the Bonds on behalf of the County. 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 County shall execute and the Transfer Agent shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds, bearing the same interest rate and maturity date and for like aggregate principal amount as the surrendered Bond or Bonds. 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 6. Primary Security for Bonds. The Bonds and the interest thereon shall be payable primarily from the Contractual Payments, for the payment of which the Local Unit in the Contract has pledged its full faith and credit, subject to constitutional, statutory and charter limitations pursuant to the provisions of the Act. The Local Unit has covenanted and agreed to levy taxes to the extent necessary to provide funds to meet the Contractual Payments as they become due under the provisions of the Contract, subject to constitutional, statutory and charter limitations. The Bonds are being issued in anticipation of the Contractual Payments, and the Contractual Payments are "contract obligations in anticipation of which bonds are issued" within the purview of Section 6, Article IX of the Constitution of the State of Michigan.

All of the Contractual Payments are hereby pledged solely and only for the payment of the principal of and interest on the Bonds and any additional bonds issued pursuant to the Contract and this Resolution.

Section 7. Debt Retirement Fund. It shall be the duty of the County Agency, after the adoption of this resolution and the sale of the Bonds, to open a special depository account to be designated DEBT RETIREMENT FUND - St. Clair County Water Supply System No. VIII (City of Yale) Bonds (the "Debt Retirement Fund"), into which account it shall be the duty of the County Agency to deposit, as received, the amount of capitalized interest and accrued interest from the proceeds of the Bonds, if any, the Contractual Payments, any payments made by the County pursuant to the provisions of Section 9 of this resolution, and any advance payments made by the Local Unit or any additional moneys paid by the Local Unit to be used for purchasing Bonds for retirement prior to maturity. After satisfaction of any obligations to rebate earnings to the United States, 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, redemption premium, if any, and interest on the Bonds.

Section 8. Construction Fund. It shall be the duty of the County Agency, after the adoption of this Resolution and the sale of the Bonds, to open a special depository account to be designated CONSTRUCTION FUND - St. Clair County Water Supply System No. VIII (City of Yale) Bonds (the "Construction Fund"), into which it shall be the duty of the County Agency to deposit, as received, all proceeds of the Bonds, less the amount of any capitalized interest or accrued interest, if any, on the Bonds deposited into the Debt Retirement Fund. All moneys in the Construction Fund shall be used solely to pay the costs of, or related to, the Project, or to pay costs incident to the issuance of the Bonds. Any moneys remaining in the Construction Fund after completion of the Project and payment in full of all costs of the Project shall be used in accordance with the provisions therefor specified in the Contract.

Section 9. Secondary Security for Bonds. Pursuant to 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 all of the Bonds as the same shall become due. If for any reason there are not sufficient funds on hand from the Contractual Payments pledged to pay the principal of and interest on the Bonds when due, as specified herein and in the Contract, upon written notification by the County Agency to the County Treasurer of the County of the amount of such deficiency, the County Treasurer shall promptly, out of County Funds, deposit into the

Debt Retirement Fund the amount of such deficiency and, if necessary for such payment, the County shall be obligated to levy ad valorem taxes on all taxable property in the County, subject to constitutional, statutory and charter limitations. If it becomes necessary for the County to so advance such moneys, it shall have such right or rights of reimbursement and any and all remedies therefor as provided by the Act or any other law. The County recognizes and covenants that its full faith and credit pledge herein is a first budget obligation.

Section 10. Bond Form. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA

STATE OF MICHIGAN

ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. VIII
(CITY OF YALE) BONDS

(LIMITED TAX GENERAL OBLIGATION)

<u>Interest</u> <u>Rate</u>	<u>Date of</u> <u>Maturity</u>	<u>Date of</u> <u>Original Issue</u>	<u>CUSIP</u>
		May 1, 1993	

Registered Owner: _____

Principal Amount: _____

The County of St. Clair, State of Michigan (the "County"), 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 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, 1993 and semiannually thereafter. Principal of this Bond is payable, upon surrender of this Bond, at the principal corporate trust office of NBD Bank, N.A., Detroit, Michigan, or such other transfer agent as the County 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 County 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 (the "Contractual Payments") to be paid by the City of Yale (the "Local Unit") located in the County of St. Clair, Michigan, to the Department of Public Works of the County of St. Clair, Michigan (the "County Agency"), acting for and on behalf of the County, pursuant to a contract (the "Contract"), dated as of April 1, 1993 between the County Agency and the Local Unit, whereby the County Agency, on behalf

of the County, is to construct water supply system improvements in the County to service the Local Unit, said improvements having been designated as the St. Clair County Water Supply System No. VIII (City of Yale) (the "Project"). By the provisions of the Contract and pursuant to the authorization provided by law, the Local Unit has pledged its full faith and credit, subject to constitutional, statutory and charter limitations, for the payment of its Contractual Payments. The County has irrevocably pledged to the payment of this issue of bonds the total Contractual Payments, which 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 County, pursuant to the provisions of Act 185, Public Acts of Michigan, 1957, as amended ("Act 185"), has pledged its full faith and credit for the prompt payment of the principal of and interest thereon. The full faith and credit pledge of the County is a limited tax general obligation, and the County is required to pay its debt service obligations on the bonds as a first budget obligation from its general funds, including the collection of any ad valorem taxes which it is authorized to levy. However, the ability of the County to levy such taxes is subject to constitutional, statutory and charter limitations.

This bond is one of a total authorized issue of bonds of even Date of Original Issue aggregating the principal sum of \$430,000 issued pursuant to a resolution duly adopted by the Board of Commissioners of the County on April 14, 1993, and under and in full compliance with the Constitution and statutes of the State of Michigan, including specifically Act 185, for the purpose of paying part of the cost of constructing the Project in the County to service the Local Unit. 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. Additional bonds of equal standing with this issue of bonds may be issued by the County under the Contract and said resolution from time to time in the future to finance a portion of the cost of the Project.

Bonds of this issue maturing in the years 1993 to 2000, inclusive, shall not be subject to redemption prior to maturity.

Bonds or portions of bonds in integral multiples of \$5,000, of this issue maturing in the years 2001 to 2008, inclusive, shall be subject to redemption prior to maturity, at the option of the County, in such order as the County shall determine, by lot within a maturity, on any interest payment date on or after October 1, 2000, at par and accrued interest to the date fixed for redemption, plus a premium (payable only upon optional redemption prior to maturity) 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, 2000, but prior to October 1, 2001;

1.0% 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;

0.5% 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

0.0% of the par value of each bond or portion thereof called for redemption on or after October 1, 2003, but prior to maturity.

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 of the same maturity and bearing the same interest rate.

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 County 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 or her attorney duly authorized in writing, and thereupon a new registered bond or bonds in the same aggregate principal amount, bearing the same interest rate 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.

This bond has been designated as a qualified tax exempt obligation for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

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.

[FORM OF TRANSFER AGENT'S
CERTIFICATE OF AUTHENTICATION]

Certificate of Authentication

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

NBD Bank, N.A.
Transfer Agent

By _____
Authorized Signature

Date of Registration: _____

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto (_____)

Please insert Social Security or
Other Identifying Number of Assignee

(please print or type name and address of transferee)

the within Bond and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Bank, Trust Company or Firm

By: _____
Authorized Signature

NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of his authority to act must accompany the Bond.

Section 11. Additional Bonds. Nothing contained in this resolution or the Contract shall be construed to prevent the County from issuing additional bonds in accordance with the provisions of the statutes of the State of Michigan for the purpose of financing water supply facilities authorized by law, but such bonds shall in no way have any lien or be payable out of the Contractual Payments pledged to the payment of the bonds of this authorized issue, unless additional bonds are issued, as authorized in the Contract, to complete the Project, which additional bonds the County is hereby authorized to issue and which additional bonds shall be secured, on an equal basis with the Bonds, by the Contractual Payments.

Section 12. Contract with Bondholders. The provisions of this resolution, together with the Contract attached hereto, 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, may only be amended pursuant to Sections 16 or 17 hereof. The provisions of this resolution and the Contract shall be enforceable by appropriate proceedings taken by such holder under the law.

Section 13. Covenants of County. The County covenants and agrees with the successive holders of the Bonds that so long as any of the Bonds remain unpaid as to either principal or interest:

(a) The County and the County Agency will punctually perform all of its obligations and duties under this resolution and the Contract, and will collect, aggregate and apply the Contractual Payments and other moneys paid by the Local Unit or by the County, in the manner required under this resolution and the Contracts.

(b) The County will promptly and punctually perform all of its legal obligations and duties relative to the prompt payment of the principal of and interest on the Bonds by virtue of the pledge of its full faith and credit for the payment thereof under the terms of this resolution.

(c) The County and the County Agency will apply and use the proceeds of sale of the Bonds in the manner required by the provisions of this resolution and the Contract.

(d) The County and the County Agency 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 and other moneys received from the Local Unit or advanced by the County.

(e) To the extent permitted by law, the County and the County Agency shall take all actions within their control necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes, including, but not limited to, actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of Bond proceeds and money deemed to be Bond proceeds.

Section 14. Proceeds of Bond Sale; Investment. Subject to compliance with the provisions of Section 13(e) above, the proceeds of

sale of the Bonds herein authorized, except a sum equal to the accrued interest and premium, if any, and the amount of capitalized interest, if any, received upon delivery of the Bonds, which sums shall be deposited into the Debt Retirement Fund, shall be deposited in the Construction Fund and used by the County solely and only to pay costs of construction of the Project, including all engineering, legal, financing and other expenses incident thereto. Pending utilization of said funds for said purposes, said moneys, as nearly as may be practicable, shall be invested, reinvested and deposited in any legal investment for County funds as permitted by Michigan law, which investments and deposits shall mature, or which shall be subject to redemption by the holder thereof at the option of the holder, not later than the respective dates, as estimated by the County Agency, when such moneys will be required to pay costs of construction of the Project. Said investments and deposits shall be selected by the County Agency. After satisfaction of any obligations to rebate earnings to the United States, interest realized from such investments or deposits shall be considered as additional moneys for construction.

Section 15. Duties of County Agency Regarding Sale of Bonds. The County Agency is hereby designated, for and on behalf of the County, to (a) prepare and submit application to the Michigan Department of Treasury for its approval of the issuance of the Bonds, as required by law, or, alternatively, for an order of exception from prior approval (with payment of the required fee); (b) to prepare a form of notice of sale, fix a date of sale, conduct the sale, and accept the best bid received at such sale; (c) to publish notice of sale in *The Detroit Legal News*, Detroit, Michigan, at least seven (7) full days prior to the date fixed for sale; and (d) to do all other acts and take all other actions and other necessary procedures required to effectuate a sale and delivery of the Bonds, including, if appropriate, and without limitation, preparing, executing and circulating an official statement with respect to the Bonds, circulation of which is hereby authorized and approved, purchasing credit enhancement and/or reducing the amount of Bonds sold and/or delivered if the County Agency determines that the full amount thereof is not necessary to complete the Project. The County Agency shall not be required to secure an amendment to this resolution or other approval from the County Board of Commissioners if any reduction produces a bond issue whose terms remain within the terms authorized by this resolution as outside parameters, or if such reduction or alteration is insignificant or insubstantial.

Section 16. Supplemental Resolutions Not Requiring Approval of Registered Owners. The County may adopt such resolutions supplemental hereto as shall not be inconsistent with the terms and provisions of this resolution (which supplemental resolutions shall thereafter form a part hereof) without the approval of the Registered Owners of the Bonds:

(a) to cure any ambiguity or formal defect or omission in this resolution or in any supplemental resolution; or

(b) to grant to or confer upon the County for the benefit of the Registered Owners any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Registered Owners; or

(c) to make subject to the provisions of this resolution any additional property; or

(d) to comply with the provisions or requirements of Section 103 or 148 of the Internal Revenue Code of 1986, as amended, in order to maintain the exclusion from federal income taxation of interest on the Bonds; or

(e) to comply with the provisions of this resolution and the Contract pertaining to supplemental resolutions in connection with the issuance of additional bonds; or

(f) to accomplish, implement or give effect to any other action which is authorized or required by this resolution.

Section 17. Supplemental Resolutions With Approval of Registered Owners. Subject to the terms and provisions contained in this Section 17, and not otherwise, the Registered Owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds shall have the right, from time to time, to consent to and approve the adoption by the County of such resolution or resolutions supplemental hereto as shall be deemed necessary or desirable by the County for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this resolution or in any supplemental resolution as then may apply to the Bonds; provided, however, that nothing herein contained shall permit, or be construed as permitting (a) an extension of the maturity of the principal of or the interest on any Bond, or (b) any alteration of any redemption requirements of Bonds except as may be provided herein or (c) a reduction in the principal amount of any Bond or the redemption premium or the rate of interest thereon, or (d) the creation of a lien upon or a pledge of the Contractual Payments other than the lien and pledge created by this resolution, or (e) a preference or priority of any Bond or Bonds over any other Bond or Bonds, or (f) any alteration in the nature of the permitted investments of County funds and accounts relating to the Bonds or the application thereof, or (g) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental resolution. Nothing herein contained, however, shall be construed as making necessary the approval by Registered Owners of the execution of any supplemental resolution as authorized in Section 16 hereof.

If at any time the County desires to adopt any supplemental resolution for any of the purposes of this Section 17, the County shall cause notice of the proposed adoption of such supplemental resolution to be mailed, postage prepaid, to all Registered Owners at their addresses as they appear on the registration books. The notice shall briefly set forth the nature of the proposed supplemental resolution and shall state that copies thereof are on file at the office of the County Clerk for inspection by all Registered Owners.

Whenever, at any time within one year after the date of mailing such notice, the County shall receive an instrument or instruments in writing purporting to be executed by the Registered Owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds outstanding, which instrument or instruments shall refer to the proposed supplemental resolution described in such notice and shall specifically

consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the County may adopt such supplemental resolution in substantially such form, without liability or responsibility to any Registered Owner, whether or not such Registered Owners shall have consented thereto.

If the Registered Owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds outstanding at the time of the acceptance of such supplemental resolution shall have consented to and approved the adoption thereof as herein provided, no owner of any Bond shall have any right to object to the adoption of such supplemental resolution, or to object to any of the terms and provisions contained therein or the operation thereof, or to enjoin or restrain the County from adopting the same or from taking any action pursuant to the provisions thereof.

Upon the adoption of any supplemental resolution pursuant to the provisions of this Section 17, this resolution shall be and be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this resolution of the County, the Transfer Agent, and all Registered Owners of Bonds outstanding shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modifications and amendments.

Section 18. Designation as Qualified Tax Exempt Obligations. The County hereby designates the Bonds of this issue as "qualified tax exempt obligations" pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended, for purposes of deduction of interest by financial institutions.

Section 19. Conflicting Provisions Repealed. All resolutions or orders or parts thereof in conflict with the provisions of this resolution are to the extent of such conflict hereby repealed.

Section 20. Effective Date of Resolution. This resolution shall become effective immediately upon its passage.

AYES: _____

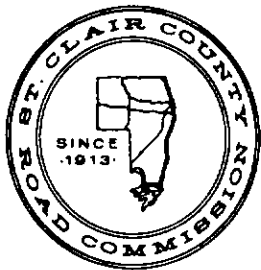
NAYS: _____

I, the undersigned, the County Clerk of the County of St. Clair, Michigan, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Board of Commissioners of said County at its meeting held on April 14, 1993, relative to adoption of the resolution therein set forth; 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.

Dated: _____

County Clerk

DAAOFF38



ROAD COMMISSION

AIRPORT

PUBLIC WORKS

COUNTY OF ST. CLAIR

21 Airport Drive, St. Clair, Michigan 48079

Phone 313 364-5720

MEMORANDUM

TO: Don Dodge, County Administrator

FROM: John D. Perry, Director

DATE: April 6, 1993

SUBJECT: St. Clair Township Sewer District V - 1993 Extensions

St. Clair Township is pursuing improvements to their sewer district. We will be holding a bond sale for their project in the amount of approximately \$755,000.00.

Attached are the following documents:

- * Resolution Approving DPW Contract - St. Clair Township approved: April 5, 1993
- * Resolution No. 93-09 - Approving DPW Contract and Bond resolution - County Board of Public Works approved: April 6, 1993
- * Resolution No. 93-10 - Notice of Sale Resolution - County Board of Public Works approved: April 6, 1993

The next step is for the County Board to authorize the bond sale for St. Clair Township's improvements to their sewage disposal system.

Please place this item on your agenda for the April 14th meeting. If you have any questions, please contact me.

sb

Encl. w/ 10 sets

cc: Elwood Brown w/exhibits

RESOLUTION APPROVING DPW CONTRACT

Township of St. Clair
County of St. Clair, Michigan

Minutes of a Regular Meeting of the Township Board of the Township of St. Clair, County of St. Clair, Michigan (the "Local Unit"), held in the Township Hall on the 5th day of April _____, 1993 at 7:30 o'clock p.m., Eastern Daylight Time.

PRESENT: C.F. Malane, Joyce Skonieczny, Judy Wiley, Howard Silk

ABSENT: Ken Rands

The following preamble and resolution offered by Clerk Skonieczny and supported by Treasurer Wiley :

WHEREAS, the Local Unit 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 improvements to service the Local Unit; and

WHEREAS, the Board of Public Works and the Local Unit have negotiated a contract providing for the acquisition, construction and financing of said project, by the terms of which said contract the Local Unit is obligated to pay a portion of the cost thereof to be financed to the County in installments 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, by and through its Board of Public Works, and the Local Unit providing for the acquisition, construction, financing and operation of sewage disposal system improvements is hereby approved, and the Supervisor and Clerk are authorized and directed to execute the said contract for and on behalf of the Local Unit.

2. The total estimated cost of said improvements as submitted by the County and the consulting engineers in the amount of \$1,000,000 and the cost thereof to be financed in the amount of \$755,000 are hereby approved.

3. The Local Unit 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: C.F. Malane, Joyce Skonieczny, Judy Wiley, Howard Silk

NAYS: none

RESOLUTION DECLARED ADOPTED.

Joyce A. Skonieczny
Clerk
Joyce A. Skonieczny

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the Township Board of the Township of St. Clair, County of St. Clair, Michigan, at a regular Meeting held on April 5, 1993, 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.


Clerk
Joyce A. Skonieczny

MILLER, CANFIELD, PADDOCK AND STONE

RESOLUTION APPROVING ST. CLAIR TOWNSHIP DPW CONTRACT
AND BOND RESOLUTION

Board of Public Works
County of St. Clair, Michigan

Minutes of a Regular Meeting of the Board of Public Works of the County of St. Clair, Michigan, held in said County on the 6th day of April, 1993, at 7:00 o'clock P.m., Eastern Standard Time.

PRESENT: Members McCormick, Street, Foley

ABSENT: Members 0

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

WHEREAS, a contract (the "Contract") providing for the acquisition, construction, financing and operation of sewage disposal system improvements (the "Project") has been negotiated with the Township of St. Clair (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 by the Local Unit.

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, financing and operation 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. This Board further specifically recommends that the limited tax full faith and credit of the County be pledged as secondary security for the bonds.

3. 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.

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: Members Street, McCormick, Foley

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 Regular Meeting held on April 6, 1993 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

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ST. CLAIR COUNTY SEWAGE DISPOSAL SYSTEM NO. V
(ST. CLAIR TOWNSHIP) 1993 SERIES BOND CONTRACT

THIS CONTRACT, made and entered into as of this 1st day of April, 1993, 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 ST. CLAIR, 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 sanitary 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 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 areas of 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 Wade-Trim/Associates, consulting engineers of Taylor, Michigan (the "Engineers"), which said estimate of cost totals \$1,000,000; and

WHEREAS, in order to issue bonds of the COUNTY to provide funds in the amount of \$755,000 to pay part of 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 under the Act as a part of the existing sanitary sewage disposal system established by the COUNTY to serve the LOCAL UNIT, said system being designated as St. Clair County Sewage Disposal System No. V (St. Clair Township) (the "System"). The Project shall consist of the construction of the Jordan Creek interceptor sewer and related sanitary sewer lines for the LOCAL UNIT, together with all necessary pump stations and related rights in land, appurtenances and attachments, all as described in the Engineer's plans. 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, to the extent permitted by law, 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 in the service area of the LOCAL UNIT. The 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 \$1,000,000. 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 and twelve months capitalized interest on the bonds. Costs in excess of the amount of the bonds will be paid to the Board in cash by the LOCAL UNIT from funds on hand.

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 that estimated herein, 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 used, 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 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, and the COUNTY does hereby let and lease the Project to the LOCAL UNIT, and the LOCAL UNIT does hereby rent and hire said Project from the COUNTY for a term commencing upon the completion of the Project, or any substantial part thereof, and ending upon the expiration of this contract. The Project shall be integrated with the existing System, and the LOCAL UNIT shall be responsible for the operation, maintenance and administration of the Project as a part of that System for and on behalf of and as the agency of the COUNTY for such purpose, in accordance with existing contractual arrangements between the COUNTY and 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 the aggregate principal amount of Seven Hundred Fifty-five Thousand Dollars (\$755,000), except as authorized pursuant to Section 5 of this contract, to finance part of the costs 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 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

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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 forms 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, or take or omit to take any action which would cause interest on the bonds to be subject to direct federal income taxation.

9. The costs 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 (\$755,000) shall be paid to the Board in annual principal installments, plus interest and other expenses as hereinafter provided, on April 1st of each year, as follows:

\$25,000	1996;
30,000	1997;
35,000	1998 and 1999;
45,000	2000 to 2013, inclusive.

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 May 1st of each year, commencing with the year 1996, 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 April 1st and October 1st of each year, commencing October 1, 1994, as accrued interest on the principal amount remaining unpaid, an amount sufficient to pay all interest due on the next succeeding interest payment date (May 1st and November 1st, respectively) on said COUNTY bonds from time to time outstanding. Twelve months interest on the bond will be capitalized. 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 Section 4 and 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

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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 of the LOCAL UNIT 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 sewage disposal 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

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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 *Walter Steer*
Chairman

By *Maurice Daley*
Secretary

TOWNSHIP OF ST. CLAIR

By *L. Francis Malone*
Supervisor

By *Joyce A. Konecny*
Township Clerk

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RESOLUTION NO. 93-10

\$755,000 ST. CLAIR COUNTY
SEWAGE DISPOSAL SYSTEM NO. V
(ST. CLAIR TOWNSHIP) BONDS, 1993 SERIES
(LIMITED TAX GENERAL OBLIGATION)

NOTICE OF SALE RESOLUTION

Board of Public Works
County of St. Clair, Michigan

Minutes of a Regular Meeting of the Board of Public Works (the "Board") of the County of St. Clair, Michigan (the "County"), held in the County on the 6th day of April, 1993, at 7:00 o'clock P.m., Eastern Standard Time.

PRESENT: Members Street, McCormick, Foley

ABSENT: Members 0

The following preamble and resolution were offered by Member

Foley

and supported by Member

McCormick :

WHEREAS, by resolution already adopted or to be adopted shortly by the Board of Commissioners of the County, there will be authorized to be issued St. Clair County Sewage Disposal System No. V (St. Clair Township) Bonds, 1993 Series (Limited Tax General Obligation) in the principal amount of \$755,000 to be dated as of May 1, 1993; and

WHEREAS, said resolution authorizes the Board, on behalf of the County, to (a) prepare 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) 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:

1. That after receipt of Treasury Department approval notice of sale of said bonds 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. That the notice of sale for said bonds shall be in substantially the following form:

OFFICIAL NOTICE OF SALE

\$755,000

COUNTY OF ST. CLAIR, STATE OF MICHIGAN
ST. CLAIR COUNTY SEWAGE DISPOSAL SYSTEM NO. V
(ST. CLAIR TOWNSHIP) BONDS, 1993 SERIES
(LIMITED TAX GENERAL OBLIGATION)

SEALED BIDS for purchase of the above bonds will be received at the St. Clair County Department of Public Works office, 21 Airport Drive, St. Clair, Michigan 48079, on _____, the _____ day of _____, 1993, until _____ o'clock ____ .m., Eastern _____ 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 Bendzinski & Co., Municipal Finance Advisors, One Kennedy Square, Suite 2130, 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 May 1, 1993, numbered in order of registration from 1 upwards and will bear interest from their date payable on November 1, 1993, and semiannually thereafter.

The bonds will mature annually on the 1st day of May as follows:

\$25,000	1996;
30,000	1997;
35,000	1998 and 1999;
45,000	2000 to 2013, inclusive.

INTEREST RATE AND BIDDING DETAILS: The bonds shall bear interest at a rate or rates not exceeding 8% 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 three percent (3%). 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.

TRANSFER AGENT AND REGISTRATION: Principal shall be payable at the _____ office of _____, 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 interest payment date. 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.

PRIOR REDEMPTION: Bonds maturing in the years 1996 to 2000, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds in multiples of \$5,000 maturing in the years 2001 to 2013, 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 May 1, 2000, at par and accrued interest to the date fixed for redemption, plus a premium expressed as a percentage of par, as follows:

1.0% of the par value of each bond or portion thereof called for redemption prior to May 1, 2004; and

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

No premium shall be paid on bonds or portions thereof called for redemption on or after May 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.

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 costs of constructing sewage disposal system improvements to service the Township of St. Clair.

The bonds are issued in anticipation of, and are payable primarily from, certain specified contractual payments to be paid by the said Township to the Board of Public Works, acting for and on behalf of the County, pursuant to a certain contract between said governmental units, 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 the 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 Township 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 charter, statutory and constitutional limitations.

The rights and remedies of bondholders may be affected by bankruptcy and other laws and equitable remedies of general application now existing or hereafter enacted relating to or affecting the enforcement of the rights and remedies of creditors.

GOOD FAITH: A certified or cashier's check drawn upon an incorporated bank or trust company or a Financial Surety Bond, in the amount of \$755,000, and payable to the order of the Treasurer of the County is required for each bid as a guaranty of good faith on the part of the bidder, to be forfeited as liquidated damages if such bid be accepted and the bidder fails to take up and pay for the bonds. If a check is used, it must accompany each bid. If a Financial Surety Bond is used, it must be from an insurance company licensed to issue such a bond in the State of Michigan and such Bond must be submitted to the County's financial advisor prior to the opening of the bids. The Financial Surety Bond must identify each bidder whose good faith deposit is guaranteed by such Financial Surety Bond. If the bonds are awarded to a bidder utilizing a Financial Surety Bond, then that purchaser (the "Purchaser") is required to submit its good faith deposit to the County or its financial advisor in the form of a cashier's check (or wire transfer such amount as instructed by the County or its financial advisor) not later than Noon, Eastern _____ Time, on the next business day following the award. If such good faith deposit is not received by that time, the Financial Surety Bond may be drawn upon by the County to satisfy the good faith deposit requirement. The good faith deposit will be applied to the purchase price of the bonds. In the event the Purchaser fails to honor its accepted bid, the good faith deposit will be retained by the County. No interest shall be allowed on the good faith check and checks of the unsuccessful bidders will be returned to each bidder's representative or by overnight mail. The good faith check of the successful bidder will be cashed and 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, 1993, 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 their 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.

MICHIGAN PROPERTY TAX REFORM PROPOSALS: In April, 1991, the Michigan Legislature adopted Public Act 15 of 1991 which temporarily froze assessed values on existing real property in 1992 by requiring that the assessment as equalized for the 1991 tax year be used on the 1992 assessment roll and be adjusted only to reflect additions, losses, splits and combinations. Public Act 15 was effective May 1, 1992.

Although two tax reform proposals were defeated at the November 3, 1992 election, other proposals for property tax reform are being considered by the Michigan Legislature or discussed in general. Subject to constitutional prohibitions against impairing obligations, these proposals could reduce the assessed value of real property and/or remove personal property from the tax rolls for purposes of ad valorem taxation or adversely affect either the amount of ad valorem tax revenues to be received by local units of government or the timing of such receipt.

While the ultimate nature, extent and impact of any property tax reform measures cannot currently be predicted, purchasers of the bonds should be alert to the potential effect of the movement for property tax reform in Michigan upon the bonds and the security therefor.

TAX EXEMPTION: In the opinion of bond counsel, the bonds will be exempt from taxation in the State of Michigan and Federal income tax subject, in both cases, to certain exceptions described in bond counsel's opinion. The bonds will not be private activity bonds. The bonds will be designated as "qualified tax exempt obligations" for purposes of deduction of interest by financial institutions.

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 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 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 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 fully registered bond for each maturity, registered to the purchaser. The successful bidder will be required to furnish, prior to the delivery of the bonds, a certificate in a form acceptable to bond counsel as to the "issue price" of the bonds within the meaning of section 1273 of the Internal Revenue Code of 1986.

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.

FINANCIAL CONSULTANT: Further information concerning the bonds may be secured from Bendzinski & Co., Municipal Finance Advisors, One Kennedy Square, Suite 2130, Detroit, Michigan 48226 (telephone: 313-961-8222), 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 Sewage Disposal System No. V (St. Clair Township) Bonds, 1993 Series."

Secretary, Board of Public Works
County of St. Clair, Michigan

3. 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 McCormick, Street, Foley

NAYS: Members 0

RESOLUTION DECLARED ADOPTED.

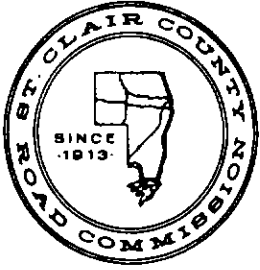

Deputy Secretary, Board of Public Works

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, State of Michigan, at a Regular Meeting held on April 6, 1993, 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

DEFS21248309.11078011-00014

MILLER, CANFIELD, PADDOCK AND STONE



ROAD COMMISSION

AIRPORT

PUBLIC WORKS

COUNTY OF ST. CLAIR
21 Airport Drive, St. Clair, Michigan 48079
Phone 313 364-5720

MEMORANDUM

TO: Don Dodge, County Administrator

FROM: John D. Perry, Director

DATE: April 6, 1993

SUBJECT: City of Yale - Water District No. VIII

The City of Yale is pursuing construction of their water supply district which was recently established by the County Board. We will be holding a bond sale for their project in the amount of \$430,000.00.

Attached are the following documents:

- * Resolution Approving DPW Contract - City of Yale approved: March 31, 1993
- * Resolution No. 93-08 - Approving DPW Contract and Bond resolution - County Board of Public Works approved: April 6, 1993

The next step is for the County Board to authorize the bond sale for the City of Yale's improvements to their water supply system.

Please place this item on your agenda for the April 14th meeting. If you have any questions, please contact me.

sb
Encl. w/ 10 sets

cc: Elwood Brown w/exhibits

RESOLUTION 93 - 09

RESOLUTION APPROVING DPW CONTRACT

City of Yale
County of St. Clair, Michigan

Minutes of a special Meeting of the City Council of the City of Yale, County of St. Clair, Michigan, held in the City Hall on the 31st day of March, 1993, at 3:00 o'clock p.m., Eastern Standard Time.

PRESENT: Members: Gartner, Gorman, Marcetti, Winters

ABSENT: Members: Gardner, Molesworth

The following preamble and resolutions were offered by Member Marcetti and supported by Member Winters:

WHEREAS, this public corporation has requested the Board of Public Works of the County of St. Clair (the "Board of Public Works") to take the necessary steps under the provisions of Act 185, Public Acts of Michigan, 1957, as amended, to acquire, construct and finance certain water supply system improvements consisting of construction of replacement of water mains, extension of existing water mains and other transmission improvements and other improvements and extensions to the system and all related appurtenances to service said public corporation; and

WHEREAS, the Board of Public Works and this public corporation have negotiated a contract providing for the acquisition, construction and financing of said project; by the terms of which this public corporation is obligated to pay the cost thereof to be financed to the County in installments as therein provided, a copy of 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, by and through its Board of Public Works, and this public corporation providing for the acquisition, construction and financing of water supply system improvements as a part of St. Clair County Water Supply System No. VIII (City of Yale) is hereby approved, and the Mayor and City Clerk are authorized and directed to execute the said Contract for and on behalf of this public corporation.

2. The total estimated cost of said improvements as submitted by the County and the consulting engineers in the amount of \$430,000 and the cost thereof to be financed by issuance of

bonds in the amount of \$430,000 plus interest on the proceeds thereof are hereby approved.

3. This public corporation 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. The City hereby covenants that, to the extent permitted by law, it shall take all actions within its control necessary to maintain the exclusion of the interest on each series of 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.

6. 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: Gartner, Gorman, Marcetti, Winters

NAYS: Members: None

RESOLUTION DECLARED ADOPTED BY THE CITY OF YALE CITY COUNCIL ON March 31, 1993.

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the City Council of the City of Yale, County of St. Clair, Michigan, at a special Meeting held on March 31, 1993, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meeting 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.

Linda Cronin
Linda Cronin, CITY CLERK

RESOLUTION NO. 93- 08

RESOLUTION APPROVING DPW CONTRACT AND BOND RESOLUTIONS

Board of Public Works
County of St. Clair, Michigan

Minutes of a Meeting of the Board of Public Works of the County of St. Clair, Michigan, held in said county on the 6th day of April, 1993, at 9:00 o'clock a.m., Eastern Standard Time.

PRESENT: Members Street, McCormick, Foley

ABSENT: Members None

The following preamble and resolutions were offered by Member McCormick and supported by Member Foley:

WHEREAS, a contract (the "Contract") providing for the acquisition, construction, operation and financing of water supply system improvements consisting of replacement of water mains, extension of existing water mains and other transmission improvements and appurtenances (the "Project") has been negotiated with the City of Yale (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; and

WHEREAS, there has been presented to this Board a copy of a bond resolution (the "Bond Resolution") to be adopted by the County Board of Commissioners, pursuant to the Contract, for its approval.

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 the Bond Resolutions.

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	<u>Street, McCormick, Foley</u>
NAYS:	Members	<u>0</u>
ABSENT:	Members	<u>0</u>

RESOLUTION DECLARED ADOPTED.

Janet C. Kitamura
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 Meeting held on April 6, 1993, 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 Board of Public Works

DAA1008B

ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. VIII
(CITY OF YALE) BONDS CONTRACT

THIS CONTRACT, made and entered into as of the 1st day of April, 1993, by and between the COUNTY OF ST. CLAIR, a Michigan county (the "COUNTY"), by and through its Board of Public Works, and the City of Yale, 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 water supply system improvements to the St. Clair County Water Supply System No. VIII (City of Yale) consisting of replacement of water mains, extension of existing water mains and other transmission improvements 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 McNamee, Porter & Seeley, Inc., consulting engineers of Ann Arbor, Michigan (the "Engineers"), which said estimate of cost totals \$430,000; and

WHEREAS, in order to issue bonds in one or more series of the COUNTY to provide funds in the amount of \$430,000 to pay said cost consisting of bonds in the aggregate principal amount of \$430,000 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 St. Clair County Water Supply System No. VIII (City of Yale) (the "System") under the provisions of the Act, the Project consisting generally of the replacement of water mains, the extension of existing water mains and other transmission improvements, 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. 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 \$430,000. 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 any 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 Four Hundred Thirty

Thousand (\$430,000) Dollars, 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, on a parity basis, 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 or resolutions, 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 because 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 (\$430,000) 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:

<u>Year</u>	<u>Amount</u>
1993	\$20,000
1994	20,000
1995	20,000
1996	20,000
1997	20,000
1998	20,000
1999	20,000
2000	25,000
2001	25,000
2002	30,000
2003	30,000
2004	30,000
2005	35,000
2006	35,000
2007	40,000
2008	40,000

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 1993, 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, 1993, 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, 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 hereunder 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, or (c) to redeem bonds as provided in the bond resolution or resolutions.

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 any 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 each series of said bonds, on a parity basis.

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 permitted 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 Mayor 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

COUNTY OF ST. CLAIR
By the Board of Public Works

By: Walter Street
Chairman
Its: Annice J. Delany
Secretary

CITY OF YALE

By: Harry Wolf
Mayor, Harry Wolf
By: Linda Cronin
City Clerk, Linda Cronin

RESOLUTION 93-20

RESOLUTION AUTHORIZING
ST. CLAIR COUNTY SEWAGE DISPOSAL SYSTEM NO. V
(ST. CLAIR TOWNSHIP) BONDS, 1993 SERIES

A RESOLUTION PROVIDING FOR THE ISSUANCE OF BONDS TO DEFRAY COSTS OF SEWAGE DISPOSAL SYSTEM IMPROVEMENTS; PROVIDING FOR THE PAYMENT AND SECURITY OF SAID BONDS, AND PROVIDING FOR OTHER MATTERS RELATIVE TO SAID BONDS AND THE SECURITY THEREFORE.

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 _____, 1993, at ___ o'clock .m., Eastern _____ 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 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

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is functioning as the governing body of said Department of Public Works; and

WHEREAS, the County pursuant to the Act has established the St. Clair County Sewage Disposal System No. V (St. Clair Township) (the "System"); and

WHEREAS, the County, by and through the Board, and the Township of St. Clair (the "Local Unit") have entered into a contract (the "Contract") for the construction, financing and operation of certain sanitary 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 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 Wade-Trim/Associates, consulting engineers of St. Clair, Michigan, and have been approved by the Board; and

WHEREAS, under the provisions of the contract, the Local Unit has obligated itself to pay costs 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 the Local Unit 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 the costs 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. Pursuant to and subject to the terms and conditions of the Act, the Board of Commissioners of the County does hereby approves the making of improvements to the System for the collection, treatment and disposal of wastewater in the district similarly named, the Project to consist of sanitary sewer lines, force main and pump stations and all necessary and related appurtenances, attachments, works, instrumentalities, rights in land and properties used or useful in connection with the operation of a sewage disposal system in the area comprising said district, as described in the Contract.

Section 2. 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 3. The Contract is hereby ratified, confirmed and approved.

Section 4. The total estimated cost of acquiring and constructing the Project, including payment of incidental expenses as specified in Section 6 of this resolution in the amount of \$1,000,000 is hereby approved and confirmed.

Section 5. The estimated period of usefulness of the Project is determined to be not less than fifty (50) years.

Section 6. For the purpose of defraying part of the costs of the Project, including payment of engineering, legal and financial expenses and twelve months capitalized interest on the bonds, there be borrowed the sum of Seven Hundred Fifty-five Thousand Dollars (\$755,000), 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." The balance of the cost of the Project shall be paid by the Local Unit as provided in the Contract.

Section 7. The bonds shall be designated ST. CLAIR COUNTY SEWAGE DISPOSAL SYSTEM NO. V (ST. CLAIR TOWNSHIP) BONDS, 1993 SERIES (LIMITED TAX GENERAL OBLIGATION), 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 interests of the denomination of \$5,000 or multiples of \$5,000 up to the amount of a single maturity, numbered consecutively in order

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of authentication from 1 upwards, dated as of May 1, 1993, callable prior to maturity as hereinafter provided, and shall be payable annually on May 1 as follows:

\$25,000	1996;
30,000	1997;
35,000	1998 and 1999;
45,000	2000 to 2013, inclusive.

The bonds bear interest at a rate or rates determined on sale thereof, not exceeding eight percent (8%) per annum payable on November 1, 1993, 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 be changed by the County to conform to market practice in the future. The principal of the bonds shall be payable at such Michigan bank or trust company as shall be determined as transfer agent for the bonds by the Board, and the Board is hereby authorized to enter into all required contractual arrangements with the transfer agent.

Section 8. 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, for 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 9. 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 10. 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 no 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 11. 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 SEWAGE DISPOSAL SYSTEM NO. V (ST. CLAIR TOWNSHIP) BONDS, 1993 SERIES, sometimes referred to as the "debt retirement fund," into which account the Board shall deposit the capitalized interest and any premium and accrued interest received upon delivery of the bonds and all Contractual Payments as received, and into which account any advances made by the County pursuant to Section 10 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 10 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 12. 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 13. Said bonds shall be in substantially the following form:

NO. _____

UNITED STATES OF AMERICA

STATE OF MICHIGAN

COUNTY OF ST. CLAIR

ST. CLAIR COUNTY

SEWAGE DISPOSAL SYSTEM NO. V

(ST. CLAIR TOWNSHIP) BONDS, 1993 SERIES

(LIMITED TAX GENERAL OBLIGATION)

<u>Interest Rate</u>	<u>Date of Maturity</u>	<u>Date of Original Issuance</u>	<u>CUSIP</u>
	May 1, _____	May 1, 1993	

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 November 1, 1993, 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 Township of St. Clair, 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 April 1, 1993, between the Issuer and said public corporation, whereby said Board, on behalf of the Issuer, is to construct sewage disposal system improvements to

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 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 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.

COUNTY OF ST. CLAIR

By _____
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: _____

Section 14. 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 15. The proceeds of sale of the bonds and the cash payment from the Local Unit 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. V (St. Clair Township), 1993 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. Capitalized interest and any premium and 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 11 of this resolution.

Section 16. 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 17. 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 18. The Board is hereby designated, for and on behalf of the County, to (a) prepare 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 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 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 20. 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 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 _____

NAYS: Members _____

RESOLUTION DECLARED ADOPTED.

County Clerk

DATED: April 14, 1993

Reviewed and Approved by:

Pamela J. Wall

Elwood L. Brown

William Dennis

ELWOOD L. BROWN
County Corporation Counsel
301 County Building
Port Huron, Mi 48060

Judith Keegan

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 Regular Meeting held on _____, 1993, 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

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MILLER, CANFIELD, PADDOCK AND STONE

RESOLUTION 93-19

LOST COUPON PAYMENT RESOLUTION

Minutes of a Regular meeting of the Board of Commissioners of the County of St. Clair, State of Michigan, (the "Issuer") held on the 14th day of April, 1993 at 7:30 o'clock p.m., local time.

PRESENT: Members Commissioner Acciavatti, Dennis, Keegan, Wall, Wismer, Mechtenberg.

ABSENT: Members Commissioner Quain

The following preamble and resolution were offered by Member Acciavatti and seconded by Member Dennis:

WHEREAS, the Issuer has been duly authorized by Act 354, Public Acts of Michigan, 1972, as amended, to replace or authorize payment without presentation 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 County of St. Clair, Michigan, Pollution Control Revenue Bonds (The Detroit Edison Company St. Clair Plant Project), Collateralized Series F, dated June 15, 1976, (the "Bonds"); and

WHEREAS, coupons No. 31 due December 1, 1991 belonging to Bonds 1628, 1648, 1858, and 4563 (the "Coupons"), have been reported as lost; and

WHEREAS, each Coupon is in the amount of \$203.13, for a total of \$812.52; and

WHEREAS, First of Michigan Corporation (the "Owner"), represents that it is the lawful owner of all right, title and interest in the Coupons described in the preceding paragraphs; and

WHEREAS, the Owner has requested payment of the Coupons without presentation, has supplied the Issuer with an open penalty bond which indemnifies the Issuer, The Detroit Edison Company, and Comerica Bank, sucessor to Manufacturers Bank, N.A., (the "Paying Agent"), against loss arising out of said payment, which bond is drawn on the Federal Insurance Company and is dated August 7, 1992; and has agreed to pay all costs incurred in said payment; and

WHEREAS, the Issuer has received an affidavit describing the circumstances surrounding the loss and evidence of ownership.

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 presentation.

2. Said coupon payment shall only be delivered after payment is made to cover the costs of incurred by the Issuer and the Paying Agent in connection with payment of the coupons without presentation.

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

AYES: Commissiones Acciavatti, Dennis, Keegan,
Wall, Wismer, Mechtenberg.

NAYS: None

ABSTAIN: None

RESOLUTION DECLARED ADOPTED.

Marion Sargent
County Clerk

DATED: April 14, 1993

Reviewed and Approved by:

Elwood L. Brown

ELWOOD L. BROWN
Corporation Counsel
301 County Building
Port Huron, MI 48060

Pasquale R. Acciavatti

William H. Dennis

Samela J. Wall

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners of the County of St. Clair, Michigan, at a Regular meeting held on April 14, 1993, and that 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

DEFS2\248601.1\009601-00002

LAW OFFICES OF
MILLER, CANFIELD, PADDOCK AND STONE

SIDNEY T. MILLER (1884-1840)
GEORGE L. CANFIELD (1868-1828)
LEWIS H. PADDOCK (1868-1936)
FERRIS D. STONE (1882-1945)

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

150 WEST JEFFERSON, SUITE 2500
DETROIT, MICHIGAN 48226

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GRAND RAPIDS, MICHIGAN
KALAMAZOO, MICHIGAN
LANSING, MICHIGAN
MONROE, MICHIGAN

BOCA RATON, FLORIDA
WASHINGTON, D.C.

GDAŃSK, POLAND
WARSAW, POLAND

M. LUCILE GIDDINGS
(313) 496-7606
FAX (313) 496-8450

March 25, 1993

Peter George, Esq.
Chief Assistant Corporation Counsel
County of St. Clair
County Building
Port Huron, MI 48060

ST. CLAIR COUNTY
PROSECUTING ATTORNEY
PORT HURON, MI
MAR 26 '93

RE: County of St. Clair, Michigan, Pollution Control Revenue Bonds (The Detroit Edison Company St. Clair Plant Project), Collateralized Series F, dated June 15, 1976, Coupons No. 31 in the amount of \$203.13 each, detached from Certificates Nos. 1628, 1648, 1858, and 4563, @ 8.125%, Coupon maturity date 12/01/91, total amount due \$812.52

Dear Mr. George:

Enclosed are copies of a Lost Coupon Resolution, an Open Penalty Bond, and a notarized statement of ownership and loss regarding the loss of the above named Coupons. By passing the enclosed resolution, the County will authorize the Transfer Agent to pay the owner the coupon amount owed to it; no replacement coupons will be issued.

Assuming that this Resolution meets with your approval, please see that it is placed on the agenda of an upcoming meeting of the Board of County Commissioners, and that signed, certified copies are returned both to myself and to the transfer agent, Mr. Dennis R. Nawrot, Corporate Trust Department, Comerica Bank, 411 W. Lafayette, 4th Floor, Detroit, MI 48226. Upon receipt of this certified Resolution, Mr. Nawrot will see to the payment without presentatuon of these Coupons.

MILLER, CANFIELD, PADDOCK AND STONE


Peter George, Esq.

-2-

March 25, 1993

Thank you for your assistance in this matter. If you need any additional documentation or if I can be of any other service to you, please call me.

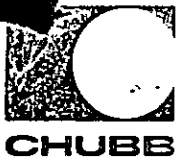
Very truly yours,


M. Lucile Giddings
Legal Assistant

MLG me

Enclosures

cc: Mr. Dennis R. Nawrot
Mr. Lewis Wisotsky



FEDERAL INSURANCE COMPANY

Executed in Three Originals

Bond No. 8135-38-89

Know All Men By These Presents,

That we, First of Michigan Corporation
100 Renaissance Center, 26th Floor
Detroit, Michigan 48243

(hereinafter called the Principal), as Principal, and the FEDERAL INSURANCE COMPANY, a corporation duly organized under the laws of the State of Indiana, and having an office in New Jersey at 15 Mountain View Road, Warren, NJ, (hereinafter called the Surety) as Surety, are held and firmly bound unto

Manufacturers Bank N.A. and the Detroit Edison Company and the
County of St. Clair

(hereinafter called the Obligees), in an aggregate sum, not exceeding, as to the liability of the Surety, the maximum for which it may lawfully obligate itself in respect to any single risk, lawful money of the United States, sufficient to indemnify the Obligees in case of a default under the conditions of this bond as hereafter set forth, said sum to be paid to the Obligees, their respective legal representatives, successors and assigns, as interest may appear, for which payment, well and truly to be made, the Principal and Surety bind themselves, their respective legal representatives, heirs, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and executed in Three counterparts this seventh

day of August, 19 92

WHEREAS, the Principal represents to the Obligees that said Principal is the lawful owner of County of St. Clair, Michigan Pollution Control Revenue Bond (The Detroit Edison Company St. Clair Plant Project) Collateralized Series F dtd 6/15/76 Coupon #31, @ 8.125% Bearer Bond #'s 1628, 1648, 1858, and 4563 in the amount of \$203.13, maturity date 12/1/91 = \$812.52

(hereinafter called original instrument or instruments), and that the same has been lost, mislaid, stolen or destroyed and cannot be found or produced, by virtue of which the Principal has requested the Obligees to issue to Principal or to Principal's order a new or duplicate instrument, or instruments, or to pay to Principal or credit to Principal's account the amount due on said original instrument or instruments without surrender or presentation thereof for cancellation or stamping or for any other purpose, and

WHEREAS, on the faith of the foregoing representations, and in consideration of this bond of indemnity, the Obligees have agreed to comply with said request.

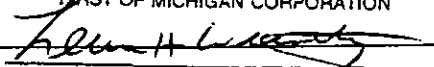
(over)

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, the heirs, legal representatives, successors or assigns of the Principal or any of them, shall in case the said original instrument or instruments be found or come into the hands, custody or power of any of them, or into the hands, custody or power of any person, deliver or cause the same to be delivered unto the Obligee in order to be cancelled, and shall also at all times indemnify and save harmless the Obligee from and against all losses, damages, costs, charges, counsel fees, payments and expenses sustained by reason of having issued a new or duplicate instrument or instruments, or paying to Principal or crediting to Principal's account the amount due on said original instrument or instruments, then this obligation shall be void; otherwise to be and remain in full force and effect.

FIRST OF MICHIGAN CORPORATION

Principal
SIGNATURE GUARANTEED
MEDALLION GUARANTEED
FIRST OF MICHIGAN CORPORATION

By:



AUTHORIZED SIGNATURE

X 0 0 0 1 1 7 2

NYSE, INC. MEDALLION SIGNATURE PROGRAM
FOM12

FEDERAL INSURANCE COMPANY



Mark G. Levinson, Attorney-in-fact

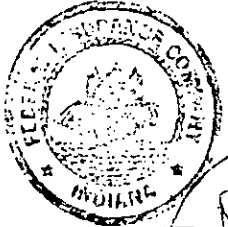
POWER OF ATTORNEY

Know all Men by these Presents, That the FEDERAL INSURANCE COMPANY, 15 Mountain View Road, Warren, New Jersey, an Indiana Corporation, has constituted and appointed, and does hereby constitute and appoint John J. Barry, Kenneth C. Simmons, Mark G. Levinson, Leona Ann Byzewski, Sonja Bashir and Clara E. Johnson of Troy, Michigan-----

each its true and lawful Attorney-in-Fact to execute under such designation in its name and to affix its corporate seal to and deliver for and on its behalf a surety thereon or otherwise, bonds or obligations (other than Bail Bonds) given or executed in the course of its business, and any instruments amending or altering the same, and consents to the modification or alteration of any instruments referred to in said bonds or obligations.

In Witness Whereof, the said FEDERAL INSURANCE COMPANY has, pursuant to its By-Laws, caused these presents to be signed by its Vice President and Assistant Secretary and its corporate seal to be hereto affixed this 12th day of September 1991

Corporate Seal



Richard D. O'Connor
Assistant Secretary

FEDERAL INSURANCE COMPANY

By James D. Dixon
Vice President

STATE OF NEW JERSEY
County of Somerset } ss.

On this 12th day of September 1991, before me personally came Richard D. O'Connor to me known and by me known to be Assistant Secretary of the FEDERAL INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney, and the said Richard D. O'Connor being by me duly sworn, did depose and say that he is Assistant Secretary of the FEDERAL INSURANCE COMPANY and knows the corporate seal thereof; that the seal affixed to the foregoing Power of Attorney is such corporate seal and was thereto affixed by authority of the By-Laws of said Company, and that he signed said Power of Attorney as Assistant Secretary of said Company by like authority; and that he is acquainted with James D. Dixon and knows him to be the Vice President of said Company, and that the signature of said James D. Dixon subscribed to said Power of Attorney is in the genuine handwriting of said James D. Dixon and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



Acknowledged and Sworn to before me on the date above written.

Janet A. Scandone
Notary Public, State of New Jersey
No. 2606520
Commission Expires October 2, 1992

CERTIFICATION

STATE OF NEW JERSEY
County of Somerset } ss.

I, the undersigned, Assistant Secretary of the FEDERAL INSURANCE COMPANY, do hereby certify that the following is a true excerpt from the By-Laws of the said Company as adopted by its Board of Directors on March 2, 1990 and that this By-Law is in full force and effect.

ARTICLE XVIII.

Section 2. All bonds, undertakings, contracts and other instruments other than as above for and on behalf of the Company which it is authorized by law or its charter to execute, may and shall be executed in the name and on behalf of the Company either by the Chairman or the Vice Chairman or the President or a Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations, except that any one or more officers or attorneys-in-fact designated in any resolution of the Board of Directors or the Executive Committee, or in any power of attorney executed as provided for in Section 3 below, may execute any such bond, undertaking or other obligation as provided in such resolution or power of attorney.

Section 3. All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the Vice Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, Vice Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

I further certify that said FEDERAL INSURANCE COMPANY is duly licensed to transact fidelity and surety business in each of the States of the United States of America, District of Columbia, Puerto Rico, and each of the Provinces of Canada with the exception of Prince Edward Island; and is also duly licensed to become sole surety on bonds, undertakings, etc., permitted or required by law.

I, the undersigned Assistant Secretary of FEDERAL INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney is in full force and effect.

Given under my hand and the seal of said Company at Warren, N.J., this seventh day of August 1992



Assistant Secretary



Manufacturers Bank N.A.
Corporate Trust Department
ATTN: Nany S. Blouin
411 W. Lafayette
4th Floor
Detroit, MI 48226

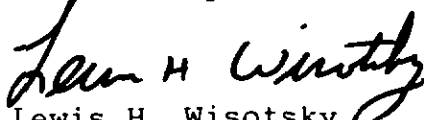
RE: County of St. Clair Michigan Pollution Control
Revenue Bond (The Detroit Edison Company) St. Clair
Plant Project Collateralized Series F DTD Due 6/15/96
Coupon #31 Bonds 1628, 1648, 1858 and 4563 R/N/O Bearer

Dear Ms. Blouin:

The above mentioned bonds were purchased through First of Michigan Corporation for a retail customer in 1982. WE have no confirmation or any written proof of this purchase. The coupons were lost via the mail. On May 6, 1992, we received the above mentioned bonds from our customer with notification that they were called on 6/15/91. Upon receipt of these bonds, we became aware that the 12/1/91 coupons were missing. On 6/23/92, the customer brought the 12/1/91 coupon into my West Bloomfield office and they sent the coupons to our main office in Detroit and they never arrived.

I hope that this explanation will suffice in your request for proof of ownership and proof of loss.

Yours truly,


Lewis H. Wisotsky
Assistant Vice President

LHW/lao

Subscribed and sworn before me, this 8th
day of JANUARY, 1993, a Notary Public
in and for WAYNE County,
Michigan



(Signature)
NOTARY PUBLIC

My Commission expires 9-07, 1993

STEPHEN D. GAMBICCHIA
Notary Public, Wayne County, MI
My Commission Expires Sept. 27, 1993

Detroit • New York

• Adrian • Ann Arbor • Battle Creek • Bay City • Birmingham • Coldwater • Dearborn • E. Lansing • Flint (Genesee Valley) •
• Frankenmuth • Grand Blanc • Grand Rapids • Grosse Pointe • Grosse Pointe Woods • Harbor Springs • Holland • Jackson • Kalamazoo •
• Lapeer • Midland • Mt. Clemens • Mt. Pleasant • Port Huron • Rochester • Saginaw • St. Joseph • Southfield • Southgate • Traverse City •
• Troy • Warren • West Bloomfield •

RESOLUTION 93-18

BOND PAYMENT WITHOUT PRESENTATION RESOLUTION

Minutes of a Regular meeting of the Board of Commissioners of the County of St. Clair, State of Michigan, (the "Issuer") held on the 14th day of April, 1993 at 7:30 o'clock p.m., local time.

PRESENT: Members Commissioners Acciavatti, Dennis, Keegan, Wall Wismer, Mechtenberg.

ABSENT: Members Commissioner Quain

The following preamble and resolution were offered by Member Wismer and seconded by Member Wall:

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 bonds entitled the County of St. Clair, Michigan, Pollution Control Revenue Bonds (The Detroit Edison Company St. Clair Plant Water Project), collateralized Series M, dated October 1, 1977 (the "Bearer Bonds"); and

WHEREAS, the documents authorizing issuance of the Bearer Bonds authorized Comerica Bank, successor to Manufacturers Bank of Detroit, the Paying Agent (the "Paying Agent") to register as to principal only any of the Bearer Bonds; and

WHEREAS, Bearer Bond No. 835 due October 1, 1994 in the amount of \$5,000, was surrendered for registration, and Registered Bond No. 185, (the "Bond") was issued in its stead; and

WHEREAS, the Bearer Bond was called for early redemption on April 1, 1992, causing the Bond to be called for early redemption; and

WHEREAS, the Bond has been reported as lost; and

WHEREAS, Jane L. Rogan (the "Owner"), represents that she is the lawful owner of all right, title and interest in the Bond described in the preceding paragraphs; and

WHEREAS, the Issuer has received an affidavit describing the circumstances surrounding the loss and evidence of Ownership; and

WHEREAS, the Owner has requested payment without presentation of the Bond; has supplied the Issuer with an open penalty bond which indemnifies the Issuer, The Detroit Edison Company, and the Paying Agent against loss arising out of said payment, which bond is drawn upon The Hanover Insurance Company, and is dated June 18, 1992, and has agreed to pay all costs incurred in said payment;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Paying Agent is hereby directed to take such steps as are necessary to accomplish the payment of the Bond upon the redemption of the Bearer Bond.

2. Said payment shall only be delivered after payment is made to cover the costs incurred by the Issuer and the Paying Agent in connection with the payment without presentation of the Bond.

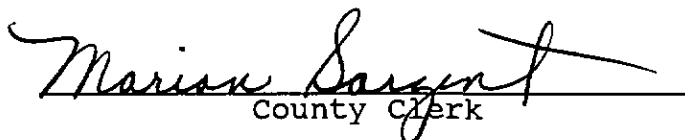
3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

AYES: Commissioners Acciavatti, Dennis, Keegan, Wall, Wismer,
Mechtenberg. One Absent.

NAYS: None

ABSTAIN: None

RESOLUTION DECLARED ADOPTED.


County Clerk

DATED: April 14, 1993


Reviewed and Approved by:



ELWOOD L. BROWN
Corporation Counsel
301 County Building
Port Huron, MI 48060







I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners of the County of St. Clair, Michigan, at a Regular meeting held on April 14, 1993, and that 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

DEFS2\248418.1\009601-00002

LAW OFFICES OF
MILLER, CANFIELD, PADDOCK AND STONE

SIDNEY T. MILLER (1884-1940)
GEORGE L. CANFIELD (1866-1928)
LEWIS H. PADDOCK (1866-1935)
FERRIS D. STONE (1882-1945)

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
150 WEST JEFFERSON, SUITE 2500
DETROIT, MICHIGAN 48226

ANN ARBOR, MICHIGAN
BLOOMFIELD HILLS, MICHIGAN
DETROIT, MICHIGAN
GRAND RAPIDS, MICHIGAN
KALAMAZOO, MICHIGAN
LANSING, MICHIGAN
MONROE, MICHIGAN

M. LUCILE GIDDINGS
(313) 496-7606
FAX (313) 496-8450

TELEPHONE (313) 963-6420
TWX 810-221-5007
FAX (313) 496-7500

BOCA RATON, FLORIDA
WASHINGTON, D.C.

GDAŃSK, POLAND
WARSAW, POLAND

MAR 25 '93

March 24, 1993

Peter George, Esq.
Chief Assistant Corporation Counsel
County of St. Clair
County Building
Port Huron, MI 48060

RE: County of St. Clair, Michigan, Pollution Control Revenue Bonds (The Detroit Edison Company St. Clair Plant Water Project), Collateralized Series M, dated October 1, 1977, Registered Certificate No. 185, due October 1, 1994, called for early redemption on April 1, 1992, and R/N/O Jane L. Rogan

Dear Mr. George:

Enclosed are copies of a Bond Payment without Presentation Resolution, an Open Penalty Bond, and an Affidavit of Ownership and Loss regarding the loss of the above named Bond. This lost bond is a little unusual in that the bonds that the County of St. Clair originally issued were Bearer Bonds which could be surrendered to the Transfer Agent for replacement with a Registered Bond. The original Bearer Bond was then to be placed in the Transfer Agent's vault and held to maturity, at which time the Registered Bond was to be presented for cancellation before the owner would be paid the principal amount of the bond. Unfortunately, the owner of the Registered Bond in question lost the registered bond. By passing the enclosed resolution, the County will authorize the Transfer Agent to pay the owner the principal amount owed to her; no replacement certificate will be issued.

Assuming that this Resolution meets with your approval, please see that it is placed on the agenda of an upcoming meeting of the Board of County Commissioners, and that signed, certified copies are returned both to myself and to the transfer agent, Mr. Dennis R. Nawrot, Corporate Trust Department, Comerica Bank, 411 W. Lafayette, 4th Floor, Detroit, MI 48226. Upon receipt of this certified Resolution, Mr. Nawrot will see to the payment without presentation of this Bond.

MILLER, CANFIELD, PADDOCK AND STONE

Peter George, Esq.

-2-

March 24, 1993

Thank you for your assistance in this matter. If you need any additional documentation or if I can be of any other service to you, please call me.

Very truly yours,



M. Lucile Giddings
Legal Assistant

MLG gs

Enclosures

cc: Mr. Dennis R. Nawrot

Ms. Jane L. Rogan

The Hanover Insurance Company

POWER OF ATTORNEY CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Hampshire, does hereby constitute and appoint

- K. A. McVeigh -

of Howell, Michigan and is its true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed, at any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

- Any such obligations in the United States, in any amount -

And said Company hereby ratifies and confirms all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents.

This appointment is made under and by authority of the following Resolution passed by the Board of Directors of said Company at a meeting held on the seventh day of October, 1981, a quorum being present and voting, which resolution is still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons."

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President and its Assistant Vice President, this 10th day of October 19 89

THE HANOVER INSURANCE COMPANY


Vice President

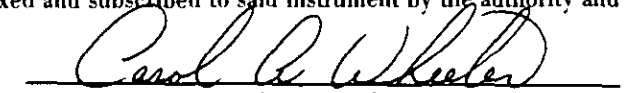

Assistant Vice President

(Seal)

THE COMMONWEALTH OF MASSACHUSETTS } ss.
COUNTY OF WORCESTER

On this 10th day of October 19 89, before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, to me personally known to be the individuals and officers described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of The Hanover Insurance Company and that the said corporate seal and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporation.

(Seal)


Notary Public
My Commission Expires May 29, 1992

I, the undersigned Assistant Vice President of The Hanover Insurance Company, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company at a meeting held on the 7th day of October, 1981

"RESOLVED, That any and all Powers of Attorney, and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company shall be binding on the Company to the same extent as if all signatures thereon were manually affixed even though one or more of any such signatures thereon may be facsimile."

GIVEN under my hand and the seal of said Company, at Worcester, Massachusetts, this 18th day of June 19 92


Assistant Vice President

("Bonds" in this form refers to savings bonds, savings notes, retirement plan bonds and individual retirement bonds.)

The undersigned hereby severally affirm and say that the following-described bonds have been lost, stolen or destroyed and that the information given herein is true to the best of their knowledge and belief: (If application is made on account of destroyed bonds, any charred, scorched or undestroyed pieces should be submitted herewith.)

*TITLE OF SECURITY AND ISSUE DATE	DENOMINATION (Face Amount)	SERIAL NUMBERS	INSCRIPTION (Please type or print names including middle names or initials, social security account number, if any, and address as inscribed on the bonds.)
County of St. Clair, Mich. Pollution Rev. Bd. 10/01/77	\$5,000.00	788695BS2	Jane L. Rogan SS#374-16-2069 1005 Iroquois Det. MI. 48214

(If space is insufficient, use a continuation sheet, sign it, and refer to it above. Form PD 3500 may be used for this purpose.)

*Identify savings bonds by series, savings notes by "SN," retirement plan bonds by "RPB," and individual retirement bonds by "IRB."

- Where were the bonds purchased? First of Michigan Corporation 1/14/91
- Are you the registered owner of the bonds? yes If not, in what capacity are you acting? _____
 _____ (See paragraph 2 (b) and (c) of the instructions on page 1.)
- If you are acting on behalf of a minor for whose estate there is no court-appointed guardian and the minor cannot understand the questions in this application (if he can understand the questions, the minor should sign the application), answer the following questions:
 - What is his age and your relationship to him? _____
 - Does he live with you? _____ If not, give the name and address of the person with whom he lives. _____
 - If you are not the father or mother of the minor, who furnishes his chief support? _____
- Were the bonds (1) lost? Yes, (2) stolen? _____ (date of theft) _____, or (3) destroyed? _____
 - On what date was this discovered? 03/20/92
 - Who had them last, and for what purpose? Jane L. Rogan --to secure
 - Where were they last placed? Unknown
 which is located at 1005 Iroquois Detroit, MI. 48214
 (Street address, City, State)
 - On what date were they last seen? 01/30/91
- Who, besides you, had access to the bonds? No one

(b) Give the result of inquiry made of such persons as to their knowledge of such bonds Unable to locate
after search of premises.

6. What were the nature, extent, and result of your search for the bonds? Unlocated.

7. What identification documents if any, were lost or stolen at the same time? (Describe the documents and state whether or not they bore your signature, contained your physical description or photograph, or all of them.)
None.

8. Has the owner, or anyone in his behalf, received reimbursement from any source on account of the loss, theft or destruction of the bonds? (If any reimbursement has been received, explain fully.) NO

9. Do you wish: (a) bonds _____ or (b) a check XX ? If you wish a check and the bonds are in the names of living coowners, state the name of the coowner to whom the check is to be drawn. Otherwise, the check will be drawn to both coowners.

(Series EE and HH savings bonds are not eligible for payment until six months from their issue dates. Payment of retirement plan bonds may be made only if authorized by the governing regulations, Department of the Treasury Circular, Public Debt Series No. 1-63.)

10. Mail bonds or checks to: Name Jane L. Rogan
Address 1005 Iroquois Detroit, Michigan 48214
(Number and street or rural route) (City or town) (State) (ZIP code)

We the undersigned, hereby severally petition the Secretary of the Treasury for relief as authorized by law, and if such relief is granted, hereby acknowledge that the original bonds shall thereupon become the property of the United States. Upon the granting of relief, we hereby assign all our right, title and interest to and in the original bonds to the United States, and bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, to surrender the original bonds to the Department of the Treasury should they be recovered.

(Signature) Jane L. Rogan (Signature) _____
(Name) (Name)

Home Address 1005 Iroquois Home Address _____
(Number and street or rural route) (Number and street or rural route)
Detroit, Michigan 48214 _____
(City or town) (State) (ZIP code) (City or town) (State) (ZIP code)

3	7	4	-	16	-	2	0	6	9
TELEPHONE NUMBER									
(313) 823-1466									

(Social Security Account Number) (Social Security Account Number)

THE CERTIFICATION AT THE TOP OF THE NEXT PAGE MUST BE COMPLETED. SEE INSTRUCTIONS 2 (a) AND 4 ON PAGE 1.

The Hanover Insurance Company

LOST INSTRUMENT BOND

Know all Men by these Presents, That we Jane Rogan / Jane L. Rogan 1005 Iroquois, Detroit, MI 48214 as Principal(s) (hereinafter called "Principal"), and THE HANOVER INSURANCE COMPANY, a corporation of The State of New Hampshire, duly authorized to transact the business of indemnity and suretyship in the State of New Hampshire as Surety (hereinafter called "Surety"), are held and firmly bound unto Manufacturers Bank, N.A.; The Detroit Edison Company; County of St. Clair; P.O. Box 33061, Detroit, MI 48232

their successors and assigns, as their respective interests may appear (hereinafter called "Obligees"),

(a) in an aggregate sum, lawful money of the United States, sufficient to indemnify the Obligees under the conditions of this bond as hereinafter set forth, but not exceeding the maximum amount for which the Surety may lawfully obligate itself on the date of this bond in respect of any single risk or otherwise under any law governing the validity or performance of this bond, said sum*

(b) ~~in the sum of \$5,000 (XXXXXX) lawful money of the United States, to be paid to the Obligees or their legal representatives; for which payment, well and truly to be made; the said Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.~~

to be paid to the Obligees or their legal representatives; for which payment, well and truly to be made; the said Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals this 18th day of June 1992.

Whereas, the aforesaid Principal is the owner of The County of St. Clair, Michigan Pollution Control Revenue Bonds (The Detroit Edison Company St. Clair Plants Water Project) Collateralized Series M Certificate No. R-185 for \$5,000 dtd 10/1/77 6.05%.

and has lost, mislaid or destroyed said instrument or instruments, so that the same cannot be found or produced; and

Whereas, the Obligees have agreed with the Principal on Principal's promise of indemnity to duplicate said instrument or instruments so lost, mislaid or destroyed, or to pay to said Principal or credit to said Principal's account the value thereof;

Now, Therefore, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Obligees shall issue or cause to be issued to the Principal or Principal's order new or duplicate instrument or instruments in place of the aforementioned lost, mislaid or destroyed instrument or instruments, or if the Obligees shall pay to Principal or credit to Principal's account the value thereof; and if the Principal, the heirs, executors, administrators, successors or assigns of said Principal, or any of them, shall, in case such lost, mislaid or destroyed instrument or instruments be found or come into the hands or power of any of them or into the hands, custody or power of any other person or persons, deliver or cause the same to be delivered unto the Obligees in order to be canceled and also shall, at all times, indemnify and save harmless the Obligees from and against any and all costs, actions, suits, damages, charges or expenses by reason of said lost, mislaid or destroyed instrument or instruments or the issuance of other or others in lieu thereof or the paying or crediting as aforesaid of the value without the surrender thereof, then this obligation to be void; otherwise to remain in full force and virtue.

Jane L. Rogan (L.S.)
 Jane Rogan
 THE HANOVER INSURANCE COMPANY

By *K.A. McVeigh*
 K.A. McVeigh, Attorney-in-Fact

*If bond is to be open penalty delete (b); if it is to be fixed penalty complete (b) and delete (a).

LOST INSTRUMENT BOND

Bond No.

PRINCIPAL

OBLIGEE

THE HANOVER
INSURANCE COMPANY

Surety Company Acknowledgment

STATE OF Michigan
COUNTY OF Livingston

On this 18th day of June, 19 92, before me personally appeared K.A. McVeigh

to me known, who, being duly sworn, did depose and say she reside in the City of Novi, Michigan, and that she is Attorney-in-Fact

of THE HANOVER INSURANCE COMPANY, the corporation described in and which executed the within instrument; that she knows the corporation seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that she signed her name thereto by like order.

JUDY C. SHAFER
Notary Public
My commission expires

Notary Public, Livingston County, Michigan
My Commission Expires August 27, 1992

Individual Acknowledgment

STATE OF Michigan
COUNTY OF Livingston

On this 17th day of September, 19 92, before me personally appeared

to me known to be the person described in and who executed the foregoing instrument and she acknowledged to me that she executed the same.

CECILIA DOMARIA
Notary Public
My commission expires

Notary Public, Macomb County, Michigan
Acting in ~~Macomb~~ County, Mich.
My Commission Expires December 8, 1992

Partnership Acknowledgment

STATE OF Michigan
COUNTY OF Livingston

On this 19th day of September, 19 92, before me personally appeared

known to me to be a member of the firm of _____, to me known and described in and which executed the foregoing instrument, and he thereupon acknowledged to me that he executed the same as and for the act and deed of said firm.

Notary Public
My commission expires

Corporate Acknowledgment

STATE OF Michigan
COUNTY OF Livingston

On this 19th day of September, 19 92, before me personally appeared

to me known, who, being by me duly sworn, did depose and say: that he resides at _____, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Notary Public
My commission expires

Subscribed and {sworn to} before me this 17th day of 11, 1992, affirmed

at Detroit, County of Wayne, State of Michigan

by said Jane L. Rogan (Name or names of person or persons who signed above application in officer's presence)

whose identity (or the identity of each of whom) is well known or proved to me.

(OFFICIAL SEAL OR STAMP TO BE LEGIBLY IMPRESSED OR IMPRINTED)

[Handwritten signature of Dean Johnson]

(Signature and title of certifying officer)

8145 E. Jefferson Detroit, Michigan 48214 (Address)

February 09, 1994 (For notaries only)

DEAN JOHNSON Notary Public, Wayne County, Mich. Acting in Wayne County, Mich. My Commission Expires February 9, 1994

PART II

The undersigned has the following firsthand knowledge of the loss, theft or destruction of the bonds: (Important - If they are lost, stolen or destroyed while in your possession, custody or control, explain circumstances fully.) See instruction 3.

[Blank lines for describing the loss, theft or destruction of bonds]

(Signature) (Name) Home address (Number and street or rural route) (Telephone number) (City or town) (State) (ZIP code)

Subscribed and {sworn to} before me this ___ day of ___, 19___, affirmed

at ___, County of ___, State of ___

by said ___ (Name or names of person or persons who signed Part II above in officer's presence)

whose identity (or the identity of each of whom) is well known or proved to me.

(OFFICIAL SEAL OR STAMP TO BE LEGIBLY IMPRESSED OR IMPRINTED)

(Signature and title of certifying officer)

(Address)

My commission expires ___ (For notaries only)

ALL REMITTANCES TO: FIRST OF MICHIGAN CORPORATION 100 RENAISSANCE CENTER, 26TH FLOOR DETROIT, MICHIGAN 48243
PLEASE INCLUDE YOUR ACCOUNT NUMBER ON ALL CHECKS AND CORRESPONDENCE



YOUR REGISTERED REPRESENTATIVE

SYMBOL	ACCOUNT NO.	T	TRANS NO.	MKT	CAP	TRADE DATE	SETTLEMENT DATE	OFFICE	R/R NO.
							01/22/91		

*OK 5317
1-17-91
#506617*

JANE H. FOGAN
 JANE H. FOGAN
 DETROIT, MI 48244

QUANTITY	CUSIP NUMBER	SECURITY DESCRIPTION	COUPON/MATURITY
5000	083693888	SAVING DEPOSIT UNIT: MICH FUNDING CO REV	9.00% 10/01/94

DETROIT MONEY MAIL

PRICE	PRINCIPAL AMOUNT	COMMISSION	ACCRUED INTEREST	SEC FEE	MISC.	SERVICE FEE	NET AMOUNT
99.205	4,960.40		79.37			3.50	5,039.67

IN ACCORDANCE WITH YOUR INSTRUCTIONS WE ARE PLEASED TO CONFIRM THE ABOVE TRANSACTION FOR YOUR ACCOUNT AND RISK SUBJECT TO TERMS LISTED ON REVERSE SIDE.

CUSTOMER COPY

RESOLUTION 93-17

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 1992 Annual Report of Thomas Donohue, Drain Commissioner, may be and the same is hereby accepted and approved.

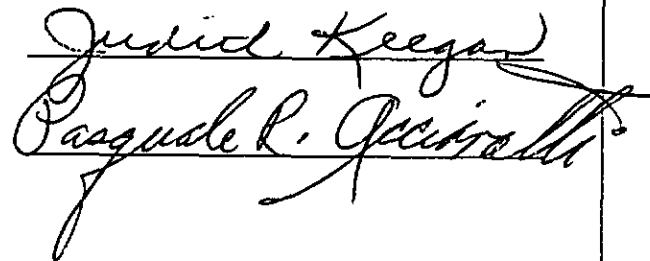
DATED: April 14, 1993

Reviewed and Approved by:



ELWOOD L. BROWN
County Corporation Counsel
301 County Building
Port Huron, MI 48060





RESOLUTION 93 -14

ENDORISING U.S. HOUSE BILL 963 AMENDING THE SOLID WASTE DISPOSAL ACT TO AUTHORIZE LOCAL GOVERNMENTS TO RESTRICT RECEIPT OF OUT-OF-STATE MUNICIPAL SOLID WASTE

WHEREAS, the County of St. Clair, State of Michigan recognizes that there exists a shortage of landfill space in the United States for the disposal of waste, and it is predicted that this shortage will not only continue but increase in severity; and

WHEREAS, the State of Michigan has been determined to have desirable sites for the importation and disposal of solid wastes from other states because of its clay soil structure and geographic location; and

WHEREAS, the existence of these sites is a natural resource of the State of Michigan to be preserved for the benefit of the citizens of this state in order that they may better address the environmental and economic needs of the state; and

WHEREAS, the importation and disposal of solid wastes from other states presents a clear and present danger to this natural resource and would clearly operate to the detriment of the environment and economy of the state; and

WHEREAS, under the Commerce Clause of the Constitution, only Congress is permitted to regulate interstate commerce. For this reason, States have been unable to limit the importation of out-of-state municipal solid waste destined for private landfills located within their borders. Communities where these landfills are located have applied to their States for assistance in halting the import of waste and to prevent these localities from being the nations' dumping ground, but State governments have been powerless to protect them; and

WHEREAS, The Local Government Interstate Waste Control Act addressed this problem. The legislation has been prepared in the form of House Bill 963.

NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners does hereby:

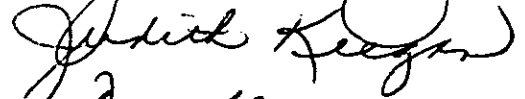
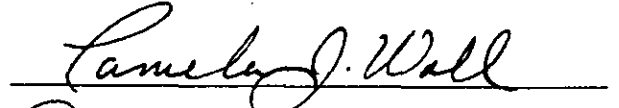
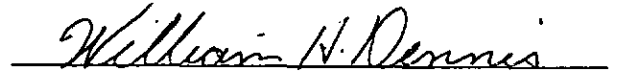
1. Fully support and endorse the passage of House Bill 963, a bill to amend the Solid Waste Act to authorize local governments and Governors to restrict receipt of out-of-state municipal waste.
2. Request the full support of the passage of House Bill 963 by our elected representatives in Congress
3. Request the full support of the passage of House Bill 963 by all other counties in the State of Michigan as well as the citizens thereof.

DATED: April 14, 1993

Reviewed and Approved:



ELWOOD L. BROWN
County Corporation Counsel
301 County Building
Port Huron, MI 48060



RICK BOUCHER
9TH DISTRICT, VIRGINIA

COMMITTEES:
ENERGY AND COMMERCE

JUDICIARY

SCIENCE, SPACE, AND TECHNOLOGY

CHAIRMAN, SUBCOMMITTEE ON
SCIENCE

ASSISTANT MAJORITY WHIP



Congress of the United States
House of Representatives
Washington, DC 20515-4609

WASHINGTON OFFICE
2245 RAYBURN HOUSE OFFICE BUILDING
WASHINGTON, DC 20515-4609
(202) 225-2061
(202) 225-0442 FAX

CONSTITUENT SERVICE OFFICES
188 EAST MAIN STREET
ARLINGTON, VA 22210
(703) 626-1148

311 SHAWNEE AVENUE EAST
JIG STORE GAP, VA 24219
(703) 625-3490

112 NORTH WASHINGTON AVENUE
P.O. BOX 1088
PULASKI, VA 24201
(703) 686-4310

BILL SUMMARY
LOCAL GOVERNMENT INTERSTATE WASTE CONTROL ACT

Under the Commerce Clause of the Constitution, only Congress is permitted to regulate interstate commerce. For this reason, States have been unable to limit the importation of out-of-state municipal solid waste destined for private landfills located within their borders. Communities where these landfills are located have applied to their States for assistance in halting the import of waste and to prevent these localities from being the nation's dumping ground, but State governments have been powerless to protect them.

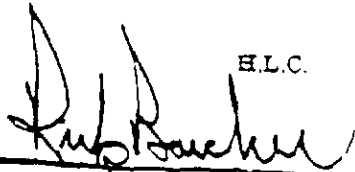
The Local Government Interstate Waste Control Act addresses this problem. The legislation:

- * Grants authority to local governments to determine whether waste disposal facilities located within their jurisdictions should be permitted to import out-of-state waste.

- * Certain existing landfills are not required to receive local approval to import out-of-state waste. To qualify for this "grandfather" provision, the landfill must have lawfully received documented shipments of out-of-state waste during 1991, and the landfill must meet state environmental standards on the date of enactment.

- * If requested by local officials, allows the Governor to limit the amount of out-of-state waste disposed in a "grandfathered" landfill to the level received by the landfill in 1991, provided that this cap does not violate existing contracts.

- * Requires a separate local approval for the expansion of a facility unless the owner of the facility both identified and owned (or had an option to purchase) the area of intended expansion at the time the initial approval was given by the local government.

H.L.C.

(Original signature of Member)

103D CONGRESS
1ST SESSION

H. R. 963

IN THE HOUSE OF REPRESENTATIVES

Mr. BOUCHER introduced the following bill which was referred to the
Committee on _____

Additional original cosponsors: Mr. Upton, Mr. Bonior, Mr. Tauzin, Mr. Slattery,
Mr. Barton, Mr. Coleman, Mrs. Norton, Mr. Sarpalius, Mr. Spratt, Mr. Sanders and
Mr. Gilchrest

A BILL

To amend the Solid Waste Disposal Act to authorize local
governments and Governors to restrict receipt of out-
of-State municipal solid waste.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled.*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the "Local Government
5 Interstate Waste Control Act".

1 SEC. 2. INTERSTATE TRANSPORTATION AND DISPOSAL OF
2 MUNICIPAL SOLID WASTE.

3 (a) IN GENERAL.—Subtitle D of the Solid Waste Dis-
4 posal Act (42 U.S.C. 6941 et seq.) is amended by adding
5 at the end the following new section:

6 "SEC. 4011. INTERSTATE TRANSPORTATION AND DISPOSAL
7 OF MUNICIPAL SOLID WASTE.

8 "(a) RESTRICTION ON RECEIPT OF OUT-OF-STATE
9 WASTE.—(1) Subject to subsection (f), the owner or oper-
10 ator of a landfill, incinerator, or other waste disposal facil-
11 ity in a State may not receive for disposal or incineration
12 any municipal solid waste generated outside the State un-
13 less the owner or operator obtains authorization to receive
14 such waste from the affected local government. Any such
15 authorization shall be granted by formal action at a meet-
16 ing and shall be recorded in writing in the official record
17 of the meeting. The local government shall notify the Gov-
18 ernor, adjoining local governments, and any adjoining In-
19 dian tribes of any authorization granted under this sub-
20 section. Subject to subsection (e), only 1 authorization per
21 facility is required under this subsection.

22 "(2) Prior to formal action with respect to authoriza-
23 tion to receive municipal solid waste generated outside the
24 State, the affected local government shall require and
25 make readily available to the Governor, adjoining local
26 governments, any adjoining Indian tribes, and other inter-

1 ested persons for inspection and copying the following in-
2 formation from the owner or operator of the facility seek-
3 ing such authorization:

4 “(A) A brief description of the planned facility,
5 including facility size, ultimate waste capacity, and
6 anticipated monthly and yearly waste volumes to be
7 handled.

8 “(B) A map of the facility site indicating loca-
9 tion in relation to the local road system and topog-
10 raphy and hydrological features. This map shall in-
11 dicate any buffer zones to be acquired by the owner
12 or operator as well as all facility units.

13 “(C) A description of the current environmental
14 characteristics of the site, including information re-
15 garding ground water resources, and discussion of
16 alterations that may be necessitated by or occur as
17 a result of the facility.

18 “(D) A description of appropriate environ-
19 mental controls to be utilized on the site, including
20 runoff/runoff management, air pollution control de-
21 vices, source separation procedures, methane mon-
22 itoring and control, landfill covers, liners or leachate
23 collection systems, and monitoring programs. This
24 description also shall include a discussion of any
25 waste residuals generated by the facility, including

1 leachate or ash, and the planned management of
2 such residuals.

3 “(E) A description of site access controls to be
4 employed, roadway improvements to be made by the
5 owner or operator, and an estimate of the timing
6 and extent of increased local truck traffic.

7 “(F) A list of all required Federal, State, and
8 local permits.

9 “(G) Estimates of the personnel requirements
10 of the facility, including information regarding the
11 probable skill and education levels required for jobs
12 at the facility. This information should distinguish
13 between employment statistics for pre- and post-
14 operational levels.

15 “(H) Such information as is required by State
16 law to be provided with respect to any violations of
17 environmental laws or regulations by the owner, the
18 operator, and their subsidiaries, the disposition of
19 enforcement proceedings taken with respect to such
20 violations, and corrective action and rehabilitation
21 measures taken as a result of such proceedings.

22 “(I) Such information as is required by State
23 law to be provided with respect to gifts and con-
24 tributions by the owner and operator.

1 “(J) Such information as is required by State
2 law to be provided by the owner or operator with re-
3 spect to compliance by the owner or operator with
4 the State solid waste management plan in effect pur-
5 suant to section 4007.

6 “(3) Prior to formal action with respect to authoriza-
7 tion to receive municipal solid waste generated outside the
8 State, the affected local government shall notify the Gov-
9 ernor, adjoining local governments, and any adjoining In-
10 dian tribes, and publish notice of the action in a news-
11 paper of general circulation at least 30 days before the
12 hearing and again at least 15 days before the hearing, and
13 provide an opportunity for public comment, including at
14 least 1 public hearing, in accordance with State law.

15 “(b) LIMITATIONS ON APPLICABILITY.—

16 “(1) LANDFILLS IN OPERATION.—Subsection
17 (a) does not apply to an owner or operator of a land-
18 fill that—

19 “(A) on the date of the enactment of this
20 section, was in compliance with all applicable
21 State laws and regulations relating to design
22 and location standards, leachate collection,
23 ground water monitoring, and financial assur-
24 ance for closure and post-closure care and cor-
25 rective action; and

1 “(B) during calendar year 1991, accepted,
2 in accordance with State law as in effect during
3 such calendar year, documented shipments of
4 municipal solid waste generated outside the
5 State, or, before the date of the enactment of
6 this section, entered into a host agreement or
7 otherwise obtained authorization to accept such
8 waste from the affected local government.

9 “(2) LANDFILLS UNDER CONSTRUCTION OR IN
10 PLANNING PROCESS.—(A) Subject to subparagraph
11 (B), subsection (a) does not apply to a person who—

12 “(i) is planning to own or operate a land-
13 fill; and

14 “(ii) before the date of the enactment of
15 this section, entered into a host agreement or
16 otherwise obtained authorization from the af-
17 fected local government to accept at such land-
18 fill municipal solid waste generated outside the
19 county or the State in which the landfill is lo-
20 cated.

21 “(B) The limitation on applicability contained
22 in subparagraph (A) shall terminate if the landfill,
23 before or after construction, fails to meet all State
24 laws and regulations relating to design and location
25 standards, leachate collection, ground water mon-

1 itoring, or financial assurance for closure and post-
2 closure care and corrective action.

3 “(3) INCINERATORS AND OTHER FACILITIES.—
4 Subsection (a) does not apply to either of the fol-
5 lowing:

6 “(A) An owner or operator of an inciner-
7 ator or other waste disposal facility (other than
8 a landfill) that, during calendar year 1991, ac-
9 cepted documented shipments of municipal solid
10 waste generated outside the State or, before the
11 date of the enactment of this section, entered
12 into a host agreement or otherwise obtained au-
13 thorization to accept such waste from the af-
14 fected local government.

15 “(B) A person who is planning to own or
16 operate an incinerator or other waste disposal
17 facility (other than a landfill) and who, before
18 the date of the enactment of this section, en-
19 tered into a host agreement or otherwise ob-
20 tained authorization from the affected local gov-
21 ernment to accept municipal solid waste gen-
22 erated outside the State at such incinerator or
23 facility.

24 “(c) TREATMENT OF EXPANSIONS OF FACILITIES.—

1 “(1) IN GENERAL.—Except as provided in para-
2 graph (2), the expansion of a landfill, incinerator, or
3 other waste disposal facility shall be considered, for
4 purposes of subsection (a), to be a separate facility
5 requiring authorization in order to accept waste gen-
6 erated outside the State.

7 “(2) EXCEPTION.—A landfill, incinerator, or
8 other waste disposal facility may be expanded for
9 purposes of receiving waste generated outside the
10 State without an authorization under subsection (a)
11 to accept such waste at the expansion only if—

12 “(A) with respect to a facility for which
13 the owner or operator has obtained authoriza-
14 tion as described in subsection (a) or in para-
15 graph (1), (2), or (3) of subsection (b), at the
16 time the owner or operator obtained such
17 authorization—

18 “(i) the owner or operator owned or
19 possessed an option to purchase the land
20 on which the expansion of the facility is
21 proposed to occur; and

22 “(ii) the area of expansion of the fa-
23 cility was indicated in documents filed with
24 the affected local government before ob-
25 taining such authorization; or

1 “(B) with respect to a facility described in
2 paragraph (1) or (3) of subsection (b) for which
3 the owner or operator is not required to obtain
4 authorization, the owner or operator, during
5 calendar year 1991, owned or possessed an op-
6 tion to purchase the land on which the expan-
7 sion of the facility is proposed to occur.

8 “(d) RESTRICTION ON LOCAL GOVERNMENT CON-
9 TROL BY GOVERNOR.—In any case in which an affected
10 local government is considering granting an authorization
11 to receive municipal solid waste generated outside the
12 State, and the disposal or incineration of such waste pre-
13 cludes the use of solid waste management capacity that
14 is identified under the State plan to be used for disposal
15 or incineration of municipal solid waste generated within
16 the region (identified under section 4006(a)) in which the
17 local government is located, the Governor may prohibit the
18 affected local government from granting the authorization.

19 “(e) AUTHORITY OF GOVERNOR TO RESTRICT OUT-
20 OF-STATE MUNICIPAL SOLID WASTE.—

21 “(1)(A) Except as provided in paragraph (5), if
22 requested in writing by both an affected local gov-
23 ernment, and an affected local solid waste planning
24 unit (if such a local solid waste planning unit exists
25 under State law), a Governor may, with respect to

1 landfills to which subsection (a) does not apply (as
2 set forth in paragraphs (1) and (2) of subsection
3 (b)), limit the amount of out-of-State municipal solid
4 waste received for disposal at each such landfill in
5 the State to an amount equal to the amount of out-
6 of-State municipal solid waste received for disposal
7 at the landfill during calendar year 1991 or any 12
8 consecutive months between January 1, 1991, and
9 June 30, 1992, whichever is less, as determined by
10 the Governor in submitting information under para-
11 graph (4).

12 (B) Prior to submitting a request under this
13 section to limit the disposal of out-of-State munic-
14 ipal solid waste, the affected local government and
15 the affected local solid waste planning unit, if any,
16 shall—

17 (i) provide notice and opportunity for
18 public comment concerning any such proposed
19 request; and

20 (ii) following notice and comment, take
21 formal action upon any such proposed request
22 at a public meeting.

23 (3) In responding to requests by affected local
24 governments under paragraph (1)(A), the Governor
25 shall respond in a consistent manner that does not

H.L.C.

11

1 discriminate against any particular landfill within
2 the State and does not discriminate against any
3 shipments of out-of-State municipal solid waste on
4 the basis of State of origin.

5 “(4)(A) Any Governor who intends to exercise
6 the authority provided in this subsection shall, with-
7 in 60 days after the date of enactment of this sec-
8 tion, submit to the Administrator information docu-
9 menting the amount of out-of-State municipal solid
10 waste received for disposal in the Governor's State
11 during calendar year 1991 and the first six months
12 of calendar year 1992.

13 “(B) Upon receipt of such information, the Ad-
14 ministrator shall notify the Governor of each State
15 and the public and shall provide a comment period
16 of not less than 30 days.

17 “(C) Not later than 120 days after the date of
18 enactment of this section, the Administrator shall
19 publish a list of the amount of out-of-State munici-
20 pal solid waste that was received at each landfill to
21 which subsection (a) does not apply (as set forth in
22 paragraphs (1) and (2) of subsection (b)) for dis-
23 posal in the State during calendar year 1991 and
24 the first six months of calendar year 1992, as deter-

1 mined by the Governor in submitting information
2 under subparagraph (A)

3 “(5) A Governor may not exercise the authority
4 granted under this subsection if such action would
5 be inconsistent with State law or would result in the
6 violation of or failure to perform any provision of—

7 “(i) a written, legally binding contract, in-
8 cluding a host agreement, that was lawfully en-
9 tered into by the owner or operator of a landfill
10 and the affected local government and which
11 authorizes the landfill to receive municipal solid
12 waste generated outside the jurisdiction of the
13 affected local government; or

14 “(ii) a written, legally binding contract for
15 disposal at a landfill of municipal solid waste
16 generated outside the State in which the landfill
17 is located that was in effect on May 31, 1992.

18 “(f) CONTINUED APPLICABILITY OF SECTION CONDI-
19 TIONED ON CERTAIN LANDFILL REQUIREMENTS.—Sub-
20 sections (a) through (e) of this section shall not apply
21 after January 1, 1997, in a State unless each operating
22 municipal solid waste landfill in the State—

23 “(1) meets the design and location standards
24 that are applicable to landfills constructed on and
25 after October 1993; or

1 “(2) is on an enforceable schedule—

2 “(A) to stop receiving waste by January 1,
3 2000; and

4 “(B) to implement a closure plan.

5 “(g) DEFINITIONS.—As used in this section:

6 “(1) The term ‘affected local government’, with
7 respect to a landfill, incinerator, or other waste dis-
8 posal facility, means the elected officials of the city,
9 town, borough, county, or parish in which the facil-
10 ity is located. Within 90 days after enactment of this
11 section, the Governor of each State shall designate
12 and publish notice of which entity listed in the pre-
13 ceding sentence shall serve as the affected local gov-
14 ernment for purposes of actions taken under this
15 section after the date of publication of such notice.
16 No such designation shall affect host agreements
17 concluded before the date of publication of such no-
18 tice. If the Governor fails to make such designation,
19 the affected local government shall be the city, town,
20 borough, county, parish, or other public body created
21 by or pursuant to State law with primary jurisdic-
22 tion over the use of the land on which the facility
23 is located or proposed to be located.

24 “(2) The term ‘affected local solid waste plan-
25 ning unit’ means a political subdivision of a State

1 with authority relating to solid waste management
2 planning in accordance with state law.

3 “(3) The term ‘out-of-State municipal solid
4 waste’, with respect to a State, means municipal
5 solid waste generated outside of the State.

6 “(4) The term ‘municipal solid waste’ means
7 solid waste that is refuse (and refuse-derived fuel)
8 generated by the general public and from residential,
9 commercial, institutional, and industrial sources con-
10 sisting of paper, wood, yard wastes, food wastes,
11 plastics, leather, rubber, and other combustible ma-
12 terials and noncombustible materials such as metal,
13 glass, and rock. The term does not include—

14 “(A) hazardous waste or waste containing
15 polychlorinated biphenyls;

16 “(B) industrial waste;

17 “(C) medical waste;

18 “(D) recyclable materials that have been
19 separated from waste otherwise destined for
20 disposal (either at the source of the waste or at
21 processing facilities) or that have been managed
22 separately from waste destined for disposal; and

23 “(E) materials and products returned from
24 a dispenser or distributor to the manufacturer

1 or its agent for credit. evaluation, and possible
2 reuse.

3 “(5) The term ‘host agreement’ means a writ-
4 ten, legally binding agreement, lawfully entered into
5 between an owner or operator of a landfill or incin-
6 erator and an affected local government that author-
7 izes the landfill or incinerator to receive municipal
8 solid waste generated outside the jurisdiction of the
9 affected local government.”.

10 (b) TABLE OF CONTENTS AMENDMENT.—The table
11 of contents of the Solid Waste Disposal Act is amended
12 by adding at the end of the items relating to subtitle D
13 the following new item:

“Sec. 4011. Interstate transportation and disposal of municipal solid waste.”.

ECONOMIC ACTION PROGRAMS: INVESTING IN AMERICA'S FUTURE

A key activity of the USDA-Forest Service

The Overall Economic Action Programs:

Investing in America's future focus on balancing economic development and enhancement of quality of living on one hand, with environmental protection on the other. They are carried out by channeling technical and financial assistance to local communities and businesses directly or through partner organizations. Technical assistance is the emphasis, although funding for project cost sharing is an integral element. These programs focus on strengthening through diversification and helping communities capitalize on their natural resource based potential and assets. They emphasize working through partnerships, flexibility and working for long term sustainable solutions. Most of all, they are needs driven, based on community-led and community-based efforts, involving the whole community.

The logical progression from program to program components to activities within the overall Economic Action Programs is as follows:

- I. Rural Community Assistance
 - A. Rural Development
 - B. Economic Recovery
 - C. Economic Diversification Studies
- II. Forest Products Conservation and Recycling
 - A. Recycling, Re-use and Source Reduction
 - B. Special Forest Products, Value Added and Secondary Manufacturing
 - C. Forest Products Conservation
- III. Market Development and Expansion
 - A. Wood In Transportation
 - B. Economic Competitiveness
 - C. International Markets

Major Theme of Investing in America's Future.

The economic and social vitality of America's local economies is vital to the Nation's growth and prosperity. As the production of forest resource-based goods and services shift from public lands to state and private lands, minimizing the economic impacts of these shifts and maximizing the contributions natural resources can make toward economic vitality and quality of life, especially in rural areas, is critical. Investing in America's Future can help revitalize and strengthen communities and regions experiencing the greatest impacts.

By Mr. RIEGLE:

S. 269. A bill to prohibit the disposal of solid waste in any State other than the State in which the waste was generated; to the Committee on the Environment and Public Works.

PROHIBITION OF INTERSTATE DISPOSAL

Mr. RIEGLE. Mr. President, today I am reintroducing a bill to amend the Solid Waste Disposal Act to involving the issue of interstate transport of solid waste. This bill would prohibit the disposal of solid waste in any State other than the State in which the waste was generated without the consent of the recipient State.

As landfills fill up around the country and the cost of disposal increases, finding suitable disposal sites for solid waste has become more difficult. Some States have been sending their wastes across State lines for disposal. This may be fine when the receiving State is able to accommodate the waste,

when concerns about the health and safety of local residents are addressed, and when a State feels that compensation is adequate. But there are times when a community is unwilling or unable to accept trash from another area. When this involves interstate movement of waste, concerned officials have little recourse to act in their community's interest.

This situation recently arose in Michigan. A Pennsylvania company purchased a landfill in Port Huron, MI, with the intention of bringing in a large volume of waste from another State which would have significantly increased the total volume of waste being disposed of in Michigan.

The huge volume of solid waste we produce every day has become a major environmental problem in this country. In 1988, communities in the United States generated some 160 million tons of solid waste. This amount is expected to grow over 190 million tons in the year 2000.

While the amount of solid waste we generate is increasing, the capacity for acceptable disposal is rapidly decreasing. The Environmental Protection Agency expects half of all existing landfills to close within 5 years. Additionally, the increase in disposal costs has resulted in communities transporting their wastes greater distances. For example, the cost of landfills in States such as New Jersey is \$102 to \$137 per ton of garbage, while landfills in Michigan charge on the average \$20 per ton. This is why we are seeing more States look outside their own boundaries for disposal.

Although some States have their own solid waste management programs which prohibit interstate dis-

posal, therefore, address this issue at the national level.

Each State and its citizens should be responsible for the disposal of its own trash. Prohibiting States from shipping wastes across their borders will help stop the "out-of-sight, out-of-mind" syndrome and create incentives for ~~increased recycling~~, reuse, and waste minimization.

This Congress will be looking into issues relating to solid waste disposal as it works to reauthorize the Resource Conservation and Recovery Act. I would like to alert my colleagues, especially those on the Senate Environment Committee, to this particular problem. I believe we need to take steps to address the solid waste problem at the national level, and take action to prevent States from dumping unwanted wastes in other States.

Mr. President, I ask unanimous consent that the full text of the bill be printed in the Record immediately following my remarks.

There being no objection, the bill was ordered to be printed in the Record, as follows:

S. 269

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. PROHIBITION ON INTERSTATE DISPOSAL.

ALL

(A) AMENDMENT OF SUBTITLE D.—Subtitle D of the Solid Waste Disposal Act is amended by adding the following new section at the end thereof:

"SEC. 401. INTERSTATE DISPOSAL PROHIBITION.

"It shall be unlawful for any person to transport any quantity of solid waste in excess of 100 pounds from one State to another State, or political subdivision thereof, for disposal or to dispose of any quantity of solid waste in excess of 100 pounds in any State, or political subdivision thereof, other than the State in which the waste was generated, unless the State or political subdivision in which such waste is to be disposed of or deposited has given its consent thereto. Any person who knowingly violates the prohibition contained in this section shall, upon conviction, be subject to a fine or not more than \$25,000 (or in the case of a second or subsequent conviction for the same offense, a fine of not more than \$50,000 and imprisonment for not more than 5 years)."

(b) TABLE OF CONTENTS.—The table of contents for such Act is amended by inserting the following after the item relating to section 4010:

"Sec. 4011. Interstate disposal prohibition."

(c) EFFECTIVE DATE.—The amendments made by this Act shall take effect on May 1, 1989.

RESOLUTION 93- 16

ACCEPTING BID OF AIRCARE AVIATION, INC.
FOR AERIAL APPLICATION OF PESTICIDES

WHEREAS, St. Clair County has formed a contracting unit with Genesee County for a joint aerial applicator bid for the suppression of *Lymantria dispar*, commonly known as the gypsy moth, and


WHEREAS, bids were let out on February 10, 1993, opened and evaluated for technical criteria on February 22, 1993 and evaluated for cost on March 1, 1993 in Genesee County, and

WHEREAS, Aircare Aviation, Inc.'s bid is four (\$4.00) dollars per acre for the application, and it has met the technical requirements,

NOW, THEREFORE, BE IT RESOLVED that St. Clair County contract with Aircare Aviation, Inc. to aerially apply pesticides for the suppression of the gypsy moth in St. Clair County.

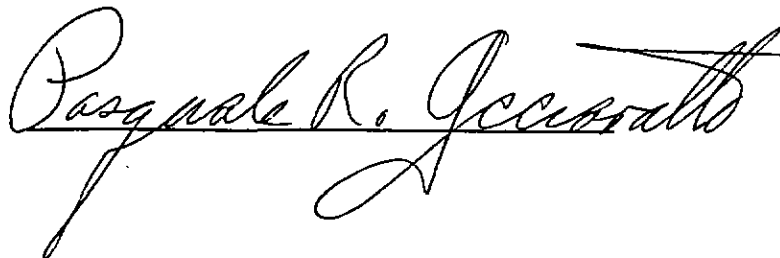
Dated: March 24, 1993

Reviewed and Approved by:


Elwood L. Brown
Corporation Counsel







RESOLUTION 93- 15

FORMING A CONTRACTING UNIT WITH GENESEE COUNTY

WHEREAS, St. Clair County will be hiring a contractor to treat areas for gypsy moth infestations in 1993, and

WHEREAS, Genesee County will also be hiring a contractor to treat areas for gypsy moth infestations, and

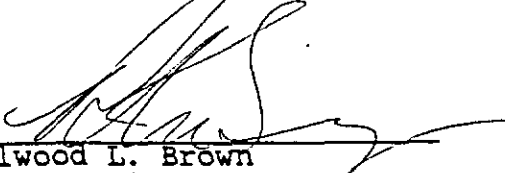
WHEREAS, the combined acreage may help the counties receive a more competitive cost per acre,

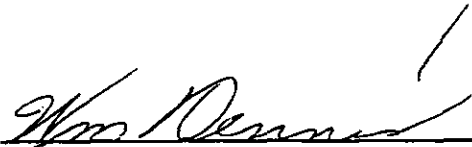
NOW, THEREFORE, BE IT RESOLVED that St. Clair County enter into a contracting unit with Genesee County for the 1993 Gypsy Moth Suppression Program.

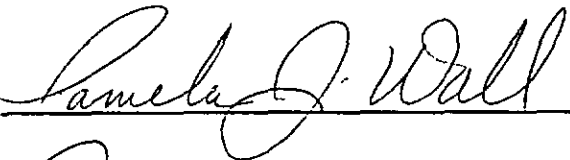
BE IT FURTHER RESOLVED, that the Chairman of the St. Clair County Board of Commissioners be authorized to sign the Memo of Understanding stating this.

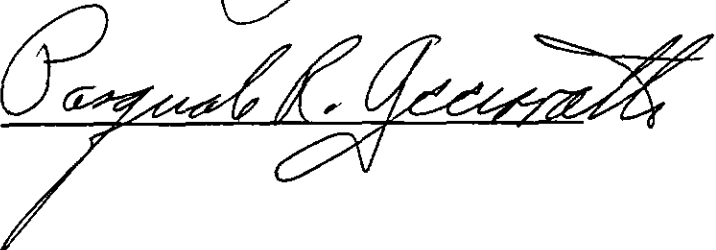
Dated: March 24, 1993

Reviewed and Approved by:


Elwood L. Brown
Corporation Counsel







RESOLUTION 93-13

AUTHORIZING THE DEPARTMENT OF PUBLIC WORKS TO
PROCEED WITH CONSTRUCTION OF WATER DISTRICT IMPROVEMENTS

Minutes of a meeting of the Board of Commissioners of the County of St. Clair, Michigan, held in said County on the 24th day of March, 1993 at 7:30 p.m. Eastern Standard Time.

PRESENT: Commissioners Acciavatti, Dennis, Keegan, Quain,
Wall, Wismer, Mechtenberg - 7

ABSENT: Commissioners None

The following preamble and resolution were offered by Commissioner Wismer and supported by Commissioner Dennis:

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 one or more series of bonds in the approximate aggregate amount not to exceed \$430,000, 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 water district improvements to service said City, such improvements to consist of replacement of water mains, extension of existing water mains and other transmission improvements and service lead replacement; 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 water district 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 & Weiss, Professional Corporation, Detroit, Michigan
As Financial Consultant:	Stauder, Barch & Associates Ann Arbor, Michigan
As Engineers:	McNamee, Porter & Seeley, Inc. Ann Arbor, 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 up to \$430,000, 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 Dennis, Keegan, Quain, Wall, Wismer,
Mechtenberg.

NO: Commissioners None

ABSTAIN: Commissioners Acciavatti

Resolution declared adopted.

DATED: March 24, 1993

Reviewed and Approved by:

Jon Wismer
John Quain
Judith Keegan

Elwood L. Brown

ELWOOD L. BROWN
Corporation Counsel
301 County Building
Port Huron, MI 48060

WHEREAS, said water district shall be known as the "St. Clair County Water District No. VIII (City of Yale)" and said district shall consist of the entire area within the boundaries of the City of Yale.

WHEREAS, said project shall be located within and serve the St. Clair County Water District No. VIII (City of Yale).

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 Dennis, Keegan, Quain, Wall, Wismer,
Mechtenberg

NO: Commissioners None

ABSTAIN: Commissioners Acciavatti

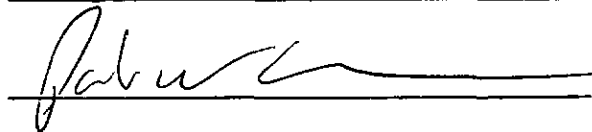
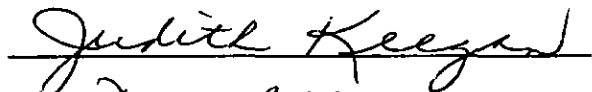
Resolution declared adopted.

DATED: March 24, 1993

Reviewed and Approved by:



ELWOOD L. BROWN
Corporation Counsel
301 County Building
Port Huron, MI 48060



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 _____, 1993, 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 _____, 1993.

COUNTY CLERK
County of St. Clair, Michigan

(SEAL)

DAAOF4FC

AUTHORIZING DEPARTMENT OF PUBLIC WORKS TO PROCEED WITH
CONSTRUCTION OF SDS V, 1993 SERIES, FOR ST. CLAIR TOWNSHIP
County of St. Clair
State of Michigan

Minutes of a Regular meeting of the County Board of
Commissioners of the County of St. Clair, Michigan, held in said
County on the 10th day of March, 1993, at 7:30 o'clock
p.m., Eastern Standard Time.

PRESENT: Members Commissioners Acciavatti, Dennis, Keegan, Quain
Wall, Wismer & Mechtenberg.

ABSENT: Members None

The following preamble and resolution were offered by Member
Dennis and supported by Member Wall :

WHEREAS, the Township of St. Clair 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 \$1,000,000 payable from contractual
payments to be made by said Township to the County of St. Clair
through said Department of Public Works and secured secondarily by
a pledge of the County's limited tax full faith and credit, said
bonds to finance costs of necessary sanitary sewer improvements to
service said Township; 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 Township alone,
and to be necessary for the public health, safety and welfare

MILLER, CANFIELD, PADDOCK AND STONE

specifically of the Township and its inhabitants and generally of the County; and

WHEREAS, the St. Clair County Department of Public Works has recommended to this Board that the project be given tentative approval and that the Board of Public Works be authorized to undertake initial steps toward the financing and construction of the project, subject, however, to certain conditions;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This Board does hereby give its initial and tentative approval to the aforesaid project 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 documents evidencing agreement between the said Township and the St. Clair County Department of Public Works acting for and on behalf of the County of St. Clair for the acquisition, construction, financing and operation of the project.

2. The St. Clair County Department of Public Works shall contract for the necessary engineering services to draw plans for the project and shall enter into negotiations with the aforesaid Township for the execution of a contract covering the acquisition, construction, financing and operation of the project by the St. Clair County Department of Public Works for and on behalf of the County of St. Clair.

3. The St. Clair County Department of Public Works shall employ the following consultants in connection with the project:

As bond counsel: Miller, Canfield, Paddock and Stone
Detroit, Michigan

As financial consultant: Bendzinski & Co.
Detroit, Michigan

As engineers: Wade/Trim - Associates
Taylor, Michigan

4. The said Township shall undertake to provide by contract for the payment of all costs of retiring the necessary financing and shall further undertake to reimburse the St. Clair County Department of Public Works for all expenses incurred in connection with the project should the financing and construction of the project not be completed for any reason whatsoever.

5. This Board hereby estimates the total cost of constructing the improvements to be \$1,000,000, 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. All agreements between the St. Clair County Board of Public Works and the aforesaid Township shall be subject to final approval and ratification by the Board of Commissioners of the County of St. Clair.

7. 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.

8. This Board of Commissioners approves the advancement of funds from the Township in order to commence promptly a portion of the project immediately necessary for the public health and later reimbursement to the Township from bond proceeds.

9. 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 Dennis, Keegan, Quain, Wall, Wismer & Mechtenberg

ABSTAINED: Members Acciavatti

NAYS: Members None

RESOLUTION DECLARED ADOPTED.

Marion Sargent
County Clerk

DATED: March 10, 1993

Reviewed and Approved:

Elwood L. Brown

ELWOOD L. BROWN
COUNTY CORPORATION COUNSEL
301 County Building
Port Huron, MI 48060

Samela J. Wall

Wm Dennis

Judith Keegan

MILLER, CANFIELD, PADDOCK AND STONE

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the County Board of Commissioners of the County of St. Clair, Michigan, at a Regular meeting held on March 10, 1993, 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

RESOLUTION NO. 93 - 10

APPROVING CITY OF YALE - SEWAGE DISPOSAL SYSTEM NO. XI
1993 BOND RESOLUTION AND CONTRACTS

At a regular meeting of the Board of Commissioners of St. Clair County on March 10, 1993 at 7:30 o'clock p.m., Eastern Standard Time there were

PRESENT: Acciavatti, Dennis, Keegan, Quain, Wall, Wismer & Mechtenberg.

ABSENT: None

The following preamble and resolutions were offered by Commissioner Keegan and seconded by Commissioner Quain:

WHEREAS, this Board of Commissioners has adopted a resolution approving improvements to the St. Clair County Sewage Disposal System No. XI (City of Yale) (the "Project") for the purpose of enhancing the sewer facilities of a district which lies wholly within the City of Yale (the "City"); and

WHEREAS, pursuant to a resolution of this Board of Commissioners and pursuant to a resolution adopted by the governing body of the City, the County of St. Clair (the "County") and the City are entering into a Contract dated as of February 1, 1993 (the "Contract"), whereby the County agrees to acquire, construct, and finance the Project at an estimated cost of \$2,490,000 and the City agrees to pay for the cost of the Project, which is to be financed by bonds to be issued by the County (the "Bonds") in the aggregate principal amount of not to exceed \$2,490,000, together with interest earnings on the proceeds of the Bonds; and

WHEREAS, the Project will serve the residents of the City; and

WHEREAS, under the Contract, the City is to pay semiannually to the County an amount equal to each semiannual installments of principal of, premium, if any, and interest on the Bonds then due and in addition is to pay all transfer agent and registrar fees and other bond service charges, as determined pursuant to the Contract; and

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

WHEREAS, the County intends to sell the Bonds to the Michigan Municipal Bond Authority (the "Authority") through a negotiated sale; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF ST. CLAIR as follows:

Section 1. Definitions. Wherever used in this resolution or in the Bonds, except where otherwise indicated by the context:

(a) The term "Authority" shall mean the Michigan Municipal Bond Authority.

(b) The term "Bonds" shall mean the bonds to be issued pursuant to Section 3 below and designated St. Clair County Sewage Disposal System No. XI (City of Yale) (1993 Improvements) Bonds (Limited Tax General Obligation) pursuant to Section 4 below and any additional bonds issued pursuant to Section 11 hereof and Section 14 of the Contract.

(c) The term "County" shall mean the County of St. Clair, Michigan.

(d) The term "Local Unit" shall mean the City of Yale, County of St. Clair, Michigan.

(e) The term "County Agency" shall mean the Department of Public Works of the County.

(f) The term "Project" shall mean the Improvements to be acquired and constructed, as referred to in the preamble to this resolution and the Contract.

(g) The term "Contract" shall mean the contract, heretofore made and executed between the County, by its duly designated County Agency, and the Local Unit, as set forth in the preamble hereto.

(h) The term "Contractual Payments" shall mean the installment payments required to be made by the Local Unit to the County pursuant to the provisions of Section 9 of the Contract and pledged for the payment of principal and interest on the Bonds.

Section 2. Approval of Contract. The Contract is hereby approved, ratified and confirmed and the Board of Public Works of the County is hereby authorized and directed to execute and deliver the Contract in the name of and on behalf of the County.

Section 3. Issuance of Bonds. For the purpose of paying a portion of the local share cost of the construction of the Project, including payment of engineering, legal and financing expenses in connection therewith and capitalized interest, if any after issuance of the Bonds, there is to be borrowed a sum of up to Two Million Four Hundred Ninety and 00/100 (\$2,490,000) Dollars and that in evidence thereof there be issued one or more series of Bonds of the County under this Resolution and supplemental resolutions to this Resolution, as hereinafter set forth. The balance of the cost of the Project shall be paid from funds of the Local Unit, state grants and the proceeds of additional bonds to be issued hereunder, if any.

Section 4. Bond Terms. The Bonds shall be designated ST. CLAIR COUNTY SEWAGE DISPOSAL SYSTEM NO. XI (CITY OF YALE) (1993 IMPROVEMENTS) BONDS (LIMITED TAX GENERAL OBLIGATION), the principal of and interest thereon to be payable primarily out of the Contractual

Payments. The Bonds shall be issued as a single bond in the stated principal amount of not to exceed \$2,490,000, shall mature and bear interest, be subject to redemption, be transferable, be payable and otherwise be in substantially the form as provided in Section 10 hereof.

The Bonds shall bear interest at a rate or rates determined on sale thereof, not exceeding a rate of two percent (2%) per annum, with a discount of not to exceed three percent (3%). The principal of the Bonds shall be payable upon presentation and surrender to the Transfer Agent at its office. The St. Clair County Treasurer is hereby appointed to serve as bond registrar, paying agent and transfer agent (the "Transfer Agent") for the Bonds. The County reserves the right to replace the Transfer Agent at any time by written notice mailed to the registered owners of record of bonds not less than sixty (60) days prior to any interest payment date.

Section 5. Execution and Delivery of Bonds. 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 imprint a facsimile of the seal of the County thereon. No Bond of this series shall be valid until authenticated by an authorized officer or representative of the Transfer Agent. The Bonds shall be delivered to the Transfer Agent for authentication and shall then be delivered to the Authority in accordance with instructions from the Treasurer of the County upon payment of the purchase price for the Bonds.

The Transfer Agent shall maintain and keep registration books for the Bonds on behalf of the County. 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 County shall execute and the Transfer Agent shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds, bearing the same interest rate and maturity date and for like aggregate principal amount as the surrendered Bond or Bonds. 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 6. Primary Security for Bonds. The Bonds and the interest thereon shall be payable primarily from the Contractual Payments, for the payment of which the Local Unit in the Contract has pledged its full faith and credit, subject to constitutional, statutory and charter limitations pursuant to the provisions of the Act. The Local Unit has covenanted and agreed to levy taxes to the extent necessary to provide funds to meet the Contractual Payments as they become due under the provisions of the Contract, subject to constitutional, statutory and charter limitations. The Bonds are being issued in anticipation of the Contractual Payments, and the Contractual Payments are "contract obligations in anticipation of which bonds are issued" within the purview of Section 6, Article IX of the Constitution of the State of Michigan.

All of the Contractual Payments are hereby pledged solely and only for the payment of the principal of and interest on the Bonds and any additional bonds issued pursuant to the Contract and this Resolution.

Section 7. Debt Retirement Fund. It shall be the duty of the County Agency, after the adoption of this resolution and the sale of the Bonds, to open a special depository account to be designated DEBT RETIREMENT FUND - St. Clair County Sewage Disposal System No. XI (City of Yale) (1993 Improvements) Bonds (the "Debt Retirement Fund"), into which account it shall be the duty of the County Agency to deposit, as received, the amount of capitalized interest and accrued interest from the proceeds of the Bonds, if any, the Contractual Payments, any payments made by the County pursuant to the provisions of Section 9 of this resolution, and any advance payments made by the Local Unit or any additional moneys paid by the Local Unit to be used for purchasing Bonds for retirement prior to maturity. After satisfaction of any obligations to rebate earnings to the United States, 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, redemption premium, if any, and interest on the Bonds.

Section 8. Construction Fund. It shall be the duty of the County Agency, after the adoption of this Resolution and the sale of the Bonds, to open a special depository account to be designated CONSTRUCTION FUND - St. Clair County Sewage Disposal System No. XI (City of Yale) (1993 Improvements) Bonds (the "Construction Fund"), into which it shall be the duty of the County Agency to deposit, as received, all proceeds of the Bonds, less the amount of any capitalized interest or accrued interest, if any, on the Bonds deposited into the Debt Retirement Fund. All moneys in the Construction Fund shall be used solely to pay the costs of, or related to, the Project, or to pay costs incident to the issuance of the Bonds. Any moneys remaining in the Construction Fund after completion of the Project and payment in full of all costs of the Project shall be used in accordance with the provisions therefor specified in the Contract.

Section 9. Secondary Security for Bonds. Pursuant to 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 all of the Bonds as the same shall become due. If for any reason there are not sufficient funds on hand from the Contractual Payments pledged to pay the principal of and interest on the Bonds when due, as specified herein and in the Contract, upon written notification by the County Agency to the County Treasurer of the County of the amount of such deficiency, the County Treasurer shall promptly, out of County Funds, deposit into the Debt Retirement Fund the amount of such deficiency and, if necessary for such payment, the County shall be obligated to levy ad valorem taxes on all taxable property in the County, subject to constitutional, statutory and charter limitations. If it becomes necessary for the County to so advance such moneys, it shall have such right or rights of reimbursement and any and all remedies therefor as provided by the Act or any other law. The County recognizes and covenants that its full faith and credit pledge herein is a first budget obligation.

Section 10. Bond Form. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA

STATE OF MICHIGAN

COUNTY OF ST. CLAIR

ST. CLAIR COUNTY SEWAGE DISPOSAL SYSTEM NO. XI
(CITY OF YALE) (1993 IMPROVEMENTS) BONDS

(GENERAL OBLIGATION LIMITED TAX)

<u>Interest Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>Registered Number</u>
2%	See Appendix A	April 1, 1993	R-1

Registered Owner: Michigan Municipal Bond Authority

Principal Amount: Two Million Four Hundred Ninety & 00/100 (\$2,490,000)

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, or so much thereof as shall have been advanced to the Issuer pursuant to a Purchase Contract between the Issuer and the Michigan Municipal Bond Authority (the "Authority") and a Supplemental Agreement by and among the Issuer, the Authority and the State of Michigan, acting through the Department of Natural Resources, as set forth in the delivery registration grid attached hereto as Appendix B, on the maturity dates and in the amounts set forth in Appendix A attached hereto unless redeemed prior thereto as hereinafter provided, in lawful money of the United States of America on the Maturity specified above, 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, 1993 and semiannually thereafter. Notwithstanding any other provision of this Bond, so long as the Authority is the owner of this Bond, (a) this Bond is payable as to principal, premium, if any, and interest at the corporate trust office of NBD Bank, N.A. or at such other place as shall be designated in writing to the Issuer by the Authority (the "Authority's Depository"); (b) the Issuer agrees that it will deposit with the Authority's Depository payments of the principal of, premium, if any, and interest on the Principal Amount of this Bond, to the extent advanced to the Issuer pursuant to the Purchase Contract and the Supplemental Agreement, from each date so advanced as shown on the delivery registration grid attached hereto as Appendix B, on this Bond in immediately available funds at least five (5) business days prior to the date on which any such payment is due whether by maturity, redemption, or otherwise; and (c) written notice of any redemption of this Bond 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.

Otherwise, Principal of this Bond is payable, upon surrender of this Bond, at the principal office of the St. Clair County Treasurer, 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 the Principal Amount of this Bond, to the extent advanced to the Issuer pursuant to the Purchase Contract and the Supplemental Agreement, from each date so advanced as shown on the delivery registration grid attached hereto as Appendix B, 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.

So long as the Authority is the owner of this Bond, in the event of a default in the payment of the principal of 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 (2%) 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 funds to purchase this Bond fails to provide sufficient available funds (together with any other funds which may be 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 Authority is hereby authorized to record on the delivery registration grid attached hereto as Appendix B the date and amount of principal advanced by the Authority to the Issuer pursuant to the Purchase Contract and Supplemental Agreement, which delivery registration grid shall constitute prima facie evidence of the information so recorded, provided, however, that any failure by the Authority to record such information shall not relieve the Issuer of its obligation to repay the outstanding principal amount, all accrued interest thereon and any other amount payable with respect thereto in accordance with the terms of this Bond.

The bonds of this issue are payable primarily from the proceeds of contractual payments (the "Contractual Payments") to be paid by the City of Yale (the "Local Unit") located in the County of St. Clair, Michigan, to the Department of Public Works of the County of St. Clair, Michigan (the "County Agency"), acting for and on behalf of the County, pursuant to a contract (the "Contract"), dated February 1, 1993 between the County Agency and the Local Unit, whereby the County Agency, on behalf of the County, is to construct sewage disposal improvements in the County to

service the Local Unit, with respect to the St. Clair County Sewage Disposal System No. XI (City of Yale) (the "Project"). By the provisions of the Contract and pursuant to the authorization provided by law, the Local Unit has pledged its full faith and credit, subject to constitutional, statutory and charter limitations, for the payment of its Contractual Payments. The County has irrevocably pledged to the payment of this issue of bonds the total Contractual Payments, which 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 County, pursuant to the provisions of Act 185, Public Acts of Michigan, 1957, as amended ("Act 185"), has pledged its full faith and credit for the prompt payment of the principal of and interest thereon. The full faith and credit pledge of the County is a limited tax general obligation, and the County is required to pay its debt service obligations on the bonds as a first budget obligation from its general funds, including the collection of any ad valorem taxes which it is authorized to levy. However, the ability of the County to levy such taxes is subject to constitutional, statutory and charter limitations.

This bond is one of a total authorized issue of bonds of even Date of Original Issue aggregating the principal sum of \$2,490,000 issued pursuant to a resolution duly adopted by the Board of Commissioners of the County on March __, 1993, and under and in full compliance with the Constitution and statutes of the State of Michigan, including specifically Act 185, for the purpose of paying part of the cost of constructing the Project in the County to service the Local Unit. 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. Additional bonds of equal standing with this issue of bonds may be issued by the County under the Contract and said resolution from time to time in the future to finance a portion of the cost of the Project.

So long as the Authority is the owner of this Bond, this Bond shall be subject to redemption prior to maturity at the option of the Issuer only with the prior written consent of the Authority and on such terms as may be required by the Authority, in such order as shall be determined by the Issuer (and by lot within a single maturity) on any one or more interest payment dates.

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 of the same maturity and bearing the same interest rate.

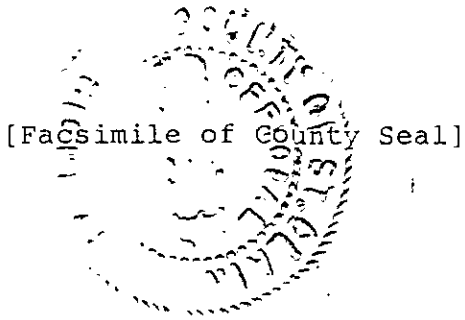
Notice of redemption shall be given to the Registered Owners of Bonds or portions thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the Registered Owner of record. Bonds so called for redemption shall 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 or her attorney duly authorized in writing, and thereupon a new registered Bond or Bonds in the same aggregate principal amount, bearing the same interest rate 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, thereon 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 and that the total indebtedness of the Issuer, including the series of Bonds of which this is one, does not exceed any constitutional or statutory limitation, and that the full faith and credit of the Issuer is hereby pledged for the prompt payment of this Bond and the interest hereon, when due, subject to constitution, statutory and charter limitations.

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 its name by the facsimile or manual signature of the Chairman of the Board of Commissioners and countersigned by the manual or facsimile signature of the County Clerk and has caused a facsimile of its corporate seal to be hereunto impressed or affixed, all as of the Date of Original Issue.



COUNTY OF ST. CLAIR

By: *Paul M. Stabury*
Chairman, Board of Commissioners

and

By: *Marion Sargent*
County Clerk

DATED: March 10, 1993

Reviewed and Approved:

Elwood L. Brown
ELWOOD L. BROWN
COUNTY CORPORATION COUNSEL
301 County Building
Port Huron, MI 48060

Don Wismer

Patricia Quinn

William H. Brown

Judith Keegan

[FORM OF TRANSFER AGENT'S
CERTIFICATE OF AUTHENTICATION]

Certificate of Authentication

This Bond is one of the Bonds described herein.

St. Clair County Treasurer
Authorized Signature of Transfer
Agent

Date of Authentication: April 1, 1993

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto [_____]

Please insert Social Security or
Other Identifying Number of Assignee

(please print or type name and address of transferee)

the within Bond and all rights thereunder and does hereby irrevocably constitute and appoint _____
____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Bank, Trust Company or Firm

By: _____
Authorized Signature

NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of his authority to act must accompany the Bond.

APPENDIX A

The principal amounts and maturity dates applicable to the bond to which this Appendix A is attached are as follows:

<u>Maturity Date</u> <u>(October 1)</u>	<u>Principal Amount</u>
1994	100,000
1995	105,000
1996	110,000
1997	110,000
1998	110,000
1999	110,000
2000	115,000
2001	120,000
2002	120,000
2003	120,000
2004	125,000
2005	130,000
2006	130,000
2007	130,000
2008	135,000
2009	140,000
2010	140,000
2011	145,000
2012	145,000
2013	150,000

APPENDIX B

DELIVERY REGISTRATION GRID

Date of Registration of Delivery	Principal Amount Delivered	Authorized Signature of Authority Receiving Delivery
	\$	

Section 11. Additional Bonds. Nothing contained in this resolution or the Contract shall be construed to prevent the County from issuing additional bonds in accordance with the provisions of the statutes of the State of Michigan for the purpose of financing sewage disposal facilities authorized by law, but such bonds shall in no way have any lien or be payable out of the Contractual Payments pledged to the payment of the bonds of this authorized issue, unless additional bonds are issued, as authorized in the Contract, to complete the Project, which additional bonds the County is hereby authorized to issue and which additional bonds shall be secured, on a pari passu basis with the Bonds, by the Contractual Payments.

Section 12. Contract with Bondholders. The provisions of this resolution, together with the Contract attached hereto, 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, may only be amended pursuant to Sections 16 or 17 hereof. The provisions of this resolution and the Contract shall be enforceable by appropriate proceedings taken by such holder under the law.

Section 13. Covenants of County. The County covenants and agrees with the successive holders of the Bonds that so long as any of the Bonds remain unpaid as to either principal or interest:

(a) The County and the County Agency will punctually perform all of its obligations and duties under this resolution and the Contract, and will collect, aggregate and apply the Contractual Payments and other moneys paid by the Local Unit or by the County, in the manner required under this resolution and the Contracts.

(b) The County will promptly and punctually perform all of its legal obligations and duties relative to the prompt payment of the principal of and interest on the Bonds by virtue of the pledge of its full faith and credit for the payment thereof under the terms of this resolution.

(c) The County and the County Agency will apply and use the proceeds of sale of the Bonds in the manner required by the provisions of this resolution and the Contract.

(d) The County and the County Agency 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 and other moneys received from the Local Unit or advanced by the County.

(e) To the extent permitted by law, the County and the County Agency shall take all actions within their control necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes, including, but not limited to, actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of Bond proceeds and money deemed to be Bond proceeds.

Section 14. Proceeds of Bond Sale; Investment. Subject to compliance with the provisions of Section 13(e) above, the proceeds of sale of the Bonds herein authorized, except a sum equal to the accrued interest and premium, if any, and the amount of capitalized interest, if any, received upon delivery of the Bonds, which sums shall be deposited into the Debt Retirement Fund, shall be deposited in the Construction Fund and used by the County solely and only to pay costs of construction of the Project, including all engineering, legal, financing and other expenses incident thereto. Pending utilization of said funds for said purposes, said moneys, as nearly as may be practicable, shall be invested, reinvested and deposited in any legal investment for County funds as permitted by Michigan law, which investments and deposits shall mature, or which shall be subject to redemption by the holder thereof at the option of the holder, not later than the respective dates, as

estimated by the County Agency, when such moneys will be required to pay costs of construction of the Project. Said investments and deposits shall be selected by the County Agency. After satisfaction of any obligations to rebate earnings to the United States, interest realized from such investments or deposits shall be considered as additional moneys for construction.

Section 15. Duties of County Agency Regarding Sale of Bonds. The County Agency is hereby designated, for and on behalf of the County, to (a) prepare and submit application to the Michigan Department of Treasury for its approval of the issuance of the Bonds and the form of notice of sale, as required by law, or, alternatively, for an order of exception from prior approval (with payment of the required fee); and (b) to do all other acts and take all other actions and other necessary procedures required to effectuate a sale and delivery of the Bonds. The County Agency shall not be required to secure an amendment to this resolution or other approval from the County Board of Commissioners if any reduction produces a bond issue whose terms remain within the terms authorized by this resolution as outside parameters, or if such reduction or alteration is insignificant or insubstantial.

Section 16. Supplemental Resolutions Not Requiring Approval of Registered Owners. The County may adopt such resolutions supplemental hereto as shall not be inconsistent with the terms and provisions of this resolution (which supplemental resolutions shall thereafter form a part hereof) without the approval of the Registered Owners of the Bonds:

(a) to cure any ambiguity or formal defect or omission in this resolution or in any supplemental resolution; or

(b) to grant to or confer upon the County for the benefit of the Registered Owners any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Registered Owners; or

(c) to make subject to the provisions of this resolution any additional property; or

(d) to comply with the provisions or requirements of Section 103 or 148 of the Internal Revenue Code of 1986, as amended, in order to maintain the exclusion from federal income taxation of interest on the Bonds; or

(e) to comply with the provisions of this resolution and the Contract pertaining to supplemental resolutions in connection with the issuance of additional bonds; or

(f) to accomplish, implement or give effect to any other action which is authorized or required by this resolution.

Section 17. Supplemental Resolutions With Approval of Registered Owners. Subject to the terms and provisions contained in this Section 17, and not otherwise, the Registered Owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds shall have the right, from time to time, to consent to and approve the adoption by the County of such resolution or resolutions supplemental hereto as

shall be deemed necessary or desirable by the County for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this resolution or in any supplemental resolution as then may apply to the Bonds; provided, however, that nothing herein contained shall permit, or be construed as permitting (a) an extension of the maturity of the principal of or the interest on any Bond, or (b) any alteration of any redemption requirements of Bonds except as may be provided herein or (c) a reduction in the principal amount of any Bond or the redemption premium or the rate of interest thereon, or (d) the creation of a lien upon or a pledge of the Contractual Payments other than the lien and pledge created by this resolution, or (e) a preference or priority of any Bond or Bonds over any other Bond or Bonds, or (f) any alteration in the nature of the permitted investments of County funds and accounts relating to the Bonds or the application thereof, or (g) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental resolution. Nothing herein contained, however, shall be construed as making necessary the approval by Registered Owners of the execution of any supplemental resolution as authorized in Section 16 hereof.

If at any time the County desires to adopt any supplemental resolution for any of the purposes of this Section 17, the County shall cause notice of the proposed adoption of such supplemental resolution to be mailed, postage prepaid, to all Registered Owners at their addresses as they appear on the registration books. The notice shall briefly set forth the nature of the proposed supplemental resolution and shall state that copies thereof are on file at the office of the County Clerk for inspection by all Registered Owners.

Whenever, at any time within one year after the date of mailing such notice, the County shall receive an instrument or instruments in writing purporting to be executed by the Registered Owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds outstanding, which instrument or instruments shall refer to the proposed supplemental resolution described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the County may adopt such supplemental resolution in substantially such form, without liability or responsibility to any Registered Owner, whether or not such Registered Owners shall have consented thereto.

If the Registered Owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds outstanding at the time of the acceptance of such supplemental resolution shall have consented to and approved the adoption thereof as herein provided, no owner of any Bond shall have any right to object to the adoption of such supplemental resolution, or to object to any of the terms and provisions contained therein or the operation thereof, or to enjoin or restrain the County from adopting the same or from taking any action pursuant to the provisions thereof.

Upon the adoption of any supplemental resolution pursuant to the provisions of this Section 17, this resolution shall be and be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this resolution of the County, the

Transfer Agent, and all Registered Owners of Bonds outstanding shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modifications and amendments.

Section 18. Authorization of Contracts and Agreements With the Michigan Municipal Bond Authority.

(a) The Director of the County Board of Public Works (the "Authorized Officer") is authorized to execute and deliver to the Authority a Purchase Contract in substantially the form attached as Appendix A hereto, with such modifications as the Authorized Officer deems necessary or appropriate, including Schedule I thereto, with interest rates and a discount as determined by the Authorized Officer, provided such interest rate does not exceed 2% and such discount does not exceed 3%.

(b) The Authorized Officer is authorized to execute and deliver a Supplemental Agreement in substantially the form attached as Appendix B hereto, with such modifications as the Authorized Officer deems necessary or appropriate.

(c) The Authorized Officer is authorized to execute and deliver an Issuer's Certificate in substantially the form attached as Appendix C hereto, with such modifications as the Authorized Officer deems necessary or appropriate.

(d) The form of the documents attached as Appendices A, B and C hereto are each hereby approved.

Section 19. Conflicting Provisions Repealed. All resolutions or orders or parts thereof in conflict with the provisions of this resolution are to the extent of such conflict hereby repealed.

Section 20. Effective Date of Resolution. This resolution shall become effective immediately upon its passage.

AYES: Dennis, Keegan, Quain, Wall, Wismer & Mechtenberg

ABSTAINED: Acciavatti

NAYS: None

I, the undersigned, the County Clerk of the County of St. Clair, Michigan, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Board of Commissioners of said County at its meeting held on March 10, 1993, relative to adoption of the resolution therein set forth; 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

Dated: March 10, 1993

DAA08705

State Revolving Fund Program

PURCHASE CONTRACT

The Michigan Municipal Bond Authority (the "Authority"), a public body corporate, separate and distinct from the State of Michigan, hereby offers to enter into this Purchase Contract with the Issuer named below (the "Issuer") which, upon the acceptance of this offer by the Issuer and ratification by the Authority, will be binding upon the Authority and the Issuer. This offer is made subject to acceptance on or before _____, 1993.

Upon the terms and conditions and upon the basis of the representations, warranties, and agreements set forth herein, including those set forth on Schedule I hereto, the Authority hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Authority, bonds (the "Bonds") in the principal amount and with the maturities and interest rate as shown on Schedule I and with redemption provisions acceptable to the Authority. The purchase price for the Bonds shall be 100%. The Authority's obligation to disburse Bond proceeds shall be contingent upon funding of the State Water Pollution Control Revolving Fund created by 1988 PA 317 and 1988 PA 318. The method of payment of Bond proceeds to the Issuer shall be as set forth in the Supplemental Agreement among the Issuer, the Authority, and the State of Michigan acting through the Department of Natural Resources.

The Issuer represents and warrants to, and agrees with, the Authority that the Issuer has, and on the Closing Date (specified below) will have, full legal right, power and authority (i) to enter into this Purchase Contract, and (ii) to sell and deliver the Bonds to the Authority as provided herein and in the resolution or ordinance authorizing the Bonds and the Issuer has duly authorized and approved the execution and delivery of and the performance by the Issuer of its obligations contained in this Purchase Contract including those set forth in Schedule I.

At 10:00 a.m., Michigan time, on _____, 1993 (the "Closing Date"), the Issuer shall deliver the Bonds to the Authority at the offices of the Department of Attorney General, Finance and Development Division, Lansing, Michigan, together with such other documents, certificates and closing opinions as the Authority shall require (the "Closing Documents") and the Authority shall accept delivery of the Bonds and the Closing Documents and pay the purchase price for the Bonds. The Issuer shall make the Bonds and the Closing Documents available for inspection by the Authority on _____, 1993 at a location designated by the Authority.

MICHIGAN MUNICIPAL BOND AUTHORITY

BY _____
Sarah W. Eubanks
Executive Director

Accepted and Agreed to this

_____ day of _____, 1993

_____ ("Issuer")

By _____

Title: _____

_____, 1993
State Revolving Fund Program

Supplemental Agreement

\$ _____

of _____

County of _____
State of Michigan

(the "Bond")

This Agreement is made as of _____, 1992
among the _____ of _____,
County of _____ (the "Issuer"), the Michigan
Municipal Bond Authority (the "Authority"), and the State of
Michigan acting through the Department of Natural Resources (the
"DNR"), in consideration for the purchase of the above-captioned
Bond by the Authority. This Agreement shall be in addition to any
other contractual undertaking by the Issuer contained in the
Ordinance or Resolution authorizing the Bond (the "Resolution").

PREMISES:

The Authority has been created and empowered under 1985 PA 227, as amended ("Act 227") to purchase obligations from Governmental Units within the State of Michigan such as the Issuer. Pursuant to the terms of the Resolution, the Issuer intends to issue its Bond and undertake a Project as described in Exhibit C attached to this Resolution (the "Project"), which Project is a sewage treatment works or nonpoint source project, or both, as defined in the State Clean Water Assistance Act, 1988 PA 317 ("Act 317"). In order to provide assistance to the Issuer to finance the Project, the Authority has agreed to purchase the Bond upon certain conditions including receipt by the Authority of an order of approval (the "Order") issued by DNR pursuant to the provisions of Act 317. All words and terms defined in Act 227 or Act 317 and not otherwise defined in this Agreement shall have the meanings as defined in those Acts.

In consideration of these premises and their mutual agreements, the Issuer, the Authority, and DNR agree as follows:

Section 1. General Representations. The Issuer represents and warrants to, and agrees with, the Authority and DNR, as of the date hereof as follows:

a. The Issuer is duly organized and existing under the laws of the State of Michigan and is authorized by the provisions of the Constitution and the laws of the State of Michigan to issue the Bond.

b. The Issuer has full legal right, power and authority (i) to sell and deliver the Bond to the Authority as provided in this Agreement and the Resolution, (ii) to execute this Agreement, and to consummate all transactions contemplated by this Agreement, the Bond, the Resolution, and any and all other agreements relating thereto. The Issuer has duly authorized and approved the execution and delivery of this Agreement, the performance by the Issuer of its obligations contained in this Agreement, and this Agreement is a valid, legally binding action of the Issuer, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

c. The Resolution has been duly adopted by the Issuer, acting through its governing body, is in full force and effect as of the date hereof, is a contract with the Authority as the holder of the Bond and is a valid, legally binding action of the Issuer, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

d. When delivered to the Authority and paid for in accordance with the terms of the Resolution, the Bond (i) will have been duly authorized, executed, issued and delivered by the Issuer and (ii) will constitute a valid, legally binding obligation of the Issuer enforceable in accordance with its terms and (iii) will not, when taken together with all other obligations of the Issuer, exceed or violate any constitutional, charter or statutory limitation.

e. The information submitted to the Authority and the DNE in connection with the purchase of the Bond by the Authority is as of the date hereof true, accurate and complete and does not contain any untrue statement of a material fact and does not omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading.

f. Except as may have been disclosed in writing to the Authority and DNR before the date hereof, the Issuer has not been served with any litigation (and to the knowledge of the Issuer no litigation has been commenced or is threatened) against the Issuer, in any court (i) to restrain or enjoin the sale, execution or delivery by the Issuer of the Bond, (ii) in any manner questioning the authority of the Issuer to issue, or the issuance or validity of, the Bond or any other indebtedness of the Issuer, (iii) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the issuance of the Bond, (iv)

questioning the validity or enforceability of the Resolution, (v) to secure a lien on any and all revenues, taxes, fees, or other moneys, securities, funds and property pledged in the Resolution that are a source of payments on the Bond and which would materially impair the ability of the Issuer to repay the Bond, or (vi) which might in any material respect adversely affect the transactions contemplated in this Agreement herein; and no right of any member of the governing body of the Issuer to his or her office is being contested.

g. The execution and delivery of this Agreement by the Issuer, and the fulfillment of the terms and conditions of, and the carrying out of the transactions contemplated by the Resolution and this Agreement do not and will not conflict with or constitute on the part of the Issuer a breach of, or a default under any existing law (including, without limitation, the Michigan Constitution) any court or administrative regulation, decree or order or any agreement, indenture, mortgage, obligation, lease or other instrument to which the Issuer is subject or by which it is bound and which breach or default would materially affect the validity or binding effect of the Bond or the ability of the Issuer to pay the principal of and the interest on the Bond, or result in a default or lien on any assets of the Issuer. No event has occurred or is continuing which with the lapse of time or the giving of notice, or both, would constitute a default by the Issuer under the Resolution or this Agreement.

h. No consent or approval of, or registration or declaration with, or permit from, any federal, state or other governmental body or instrumentality, is or was required in connection with enactment by the Issuer of the Resolution, issuance of the Bond or execution and delivery by the Issuer of this Agreement, which has not already been obtained, except as may be required under blue sky or securities laws of any state (as to which no representation or warranty is given) nor is any further election or referendum of voters required in connection therewith which has not already been held and certified and all applicable referendum periods have expired.

i. Proceeds of the Bond will be applied to (i) the financing or refinancing of the Project or a portion thereof as set forth in the Resolution or (ii) to reimburse the Issuer for a portion of the cost of the Project which was incurred in anticipation of Bond proceeds and which is eligible for reimbursement.

j. The attached Exhibit A is a summary of the estimated cost of the Project, which the Issuer certifies is a reasonable and accurate estimate.

Section 2. General Covenants. The Issuer covenants as follows with respect to Bond proceeds and the Project.

a. Rates and charges for the services of the Project will be established, levied or collected in an amount sufficient to pay the expenses or administration, operation and maintenance of the Project and to pay the principal and interest requirements on all bonds payable from revenues of the Project, including the Bond.

b. The Issuer will exercise its best efforts to complete the Project in accordance with the estimated date of initiation of operation of the Project as set forth in its application and to provide from fiscal resources all moneys in excess of Bond proceeds necessary to complete the Project.

c. The Issuer will not voluntarily sell, lease, abandon, dispose of or transfer its title to the Project or any part thereof, including lands and interest in lands, by sale, mortgage, lease or other encumbrances, without prior notice to DNR and the Authority, unless all principal installments of the Bond have been paid or provision made therefor.

d. To the extent permitted by law, the Issuer shall take all actions within its control and shall not fail to take any action as may be necessary to maintain the exclusion of interest on the Bond from gross income for federal income tax purposes, including but not limited to, actions relating to the rebate of arbitrage earnings and the expenditure and investment of Bond proceeds and moneys deemed to be Bond proceeds.

e. The Issuer will take no action which would cause the Bond to be a private activity bond. The Issuer will make no use of Bond proceeds which would make the Bond federally guaranteed.

f. The Issuer will operate and maintain the Project in good repair, working order and operating condition.

g. The Issuer will maintain complete books and records in accordance with generally accepted accounting principles (GAAP) and generally accepted government auditing standards (GAGAS) relating to the operation and financial affairs of the Project. The issuer will have an annual audit of such books of record and account for the preceding fiscal year prepared each year by a recognized independent certified public accountant, and will mail a copy of such audit or report to the Local Audit Division of the Department of Treasury of the State of Michigan and to the Authority. The Issuer will have a final project completion audit prepared as required by the DNR and filed with the Authority and the DNR.

h. The Issuer will maintain and carry insurance on all physical properties of the Project, of the kinds and in the amounts normally carried by municipalities engaged in the operation of similar systems. All moneys received for losses under any such insurance policies shall be applied to the replacement and restoration of the property damaged or destroyed or for repayment of the Bond as provided in the Resolution.

i. The Issuer will notify the Authority and the DNR within 30 days of the occurrence of any event which, in the judgment of the Issuer, will cause a material adverse change in the financial condition of the Project, or, if the Issuer has knowledge, of the system of which the Project is a part.

j. The Issuer will report on its utilization of Minority Business Enterprises and Women's Business Enterprises on forms prescribed by DNR. The report will be submitted to the Municipal Facilities Section of the Surface Water Quality Division of DNR by the fifteenth day of the month following execution of this Agreement. The Issuer agrees to submit any additional or other report(s) as shall be requested by DNR within thirty (30) days following receipt of such request.

k. The Issuer will report to the DNR, within thirty (30) days, when the actual initiation of operation of the Project ("the Actual Initiation of Operation") occurs. The Actual Initiation of Operation is the date when use of the Project begins for the purpose for which it was built.

l. One year after the Actual Initiation of Operation of the Project, the Issuer shall report and, if true, shall certify to the Municipal Facilities Section of the Surface Water Quality Division of the DNR whether the Project meets design standards and effluent limitations. If design standards and effluent limitations have not been met, the Issuer shall submit the following:

(1) a corrective action report which includes an analysis of cause and the nature, scope, and cost to bring the Project into compliance; and

(2) a timely schedule for undertaking corrective action.

The Issuer will bear responsibility for all costs incurred in bringing the Project into compliance.

m. The Issuer will comply with all requirements of state laws, executive orders, policies, and regulations including state environmental and natural resources statutes.

Section 3. State Statutory Requirements. The Issuer represents and warrants to, and agrees with the Authority and DNR that, in fulfillment of the statutory requirements of Act 317:

a. The issuer has the legal, managerial, institutional and financial capability to build, operate and maintain the Project.

b. The Issuer has, or will have prior to the start of construction, all applicable state and federal permits required for construction of the Project.

c. No undisclosed fact or event, or pending litigation, will materially or adversely affect the Project, the prospects for its completion, or the Issuer's ability to make timely repayments on the Bond.

d. The Issuer will operate the Project in compliance with applicable state and federal laws.

e. The Issuer will not sell, lease, abandon, or otherwise dispose of the Project without an effective assignment of obligations and the prior written approval of the DNR and the Authority.

f. The Issuer will maintain all Project accounts in accordance with generally accepted government auditing standards (GAGAS) as required under the Federal Water Pollution Control Act.

g. The Issuer will provide any necessary written authorizations to the DNR and the Authority for the purpose of examining the physical plant of the Project and for examining, reviewing, or auditing the operational or financial records of the Project, and the Issuer will require similar authorizations from all contractors, consultants, or agents with which the Issuer negotiates an agreement.

h. All municipal contracts with contractors will provide that the contractor and any subcontractor may be subject to a financial audit and that contractors and subcontractors shall comply with generally accepted governmental accounting standards.

i. All pertinent records shall be retained and available to DNR and the Authority for a minimum of 3 years after initiation of the operation of the Project and that if litigation, a claim, an appeal, or an audit is begun before the end of the 3-year period, records shall be retained and available until the 3 years have passed or until the legal or administrative action is completed and resolved, whichever is longer. As used in this subsection, "initiation of the operation" means the Actual Initiation of the Project, being the date certain set by the Issuer and accepted by the DNR, on which use of the Project begins for the purposes for which it was constructed.

j. If the Project is segmented as provided in section 12 of Act 317, the remaining segment(s) shall be completed with or without Assistance.

k. The construction and initiation of operation of the Project shall proceed in a timely fashion.

Section 4. Federal Statutory Requirements. The Issuer further represents, warrants or covenants as follows in fulfillment of federal statutory requirements.

a. The Issuer will comply with the provisions of the Clean Air Act, which requires that all federally assisted projects conform to the applicable state air quality implementation plan.

b. The Issuer will comply with the provisions of the Coastal Zone Management Act of 1972 which requires that all federal activities be consistent with approved state coastal zone management programs, as well as the Coastal Barrier Resources Act which prohibits federal assistance to projects which encourage development within the coastal barrier resources system.

c. The Issuer will comply with the provisions of the Endangered Species Act for protection of plants and wildlife or its critical habitat that the federal government lists as endangered or threatened.

d. The Issuer will comply with the provisions of the Fish and Wildlife Coordination Act which requires that actions that will control or modify any natural streams or other body of water be undertaken so as to protect fish and wildlife resources and their habitats.

e. The Issuer will comply with the Farmland Protection Policy Act which protects environmentally significant farmlands.

f. The Issuer will comply with the Wild and Scenic Rivers Act which protects those river areas so designated.

g. The Issuer will comply with the Safe Drinking Water Act which prohibits federal assistance if a proposed project may contaminate a sole source aquifer and result in a significant hazard to public health.

h. The Issuer will comply with the provisions of Executive Order 11988 relating to elevation of potential effects of any actions in a floodplain and Executive Order 11990 relating to minimizing harm to wetlands.

i. The Issuer will assist EPA and/or the State of Michigan to assure compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq).

j. The Issuer will comply with the Flood Insurance purchase requirements of the Flood Disaster Protection Act.

k. The Issuer will comply with Sections 306 and 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to federal contracts, grants, or loans, which establishes a list of violating facilities which are ineligible for any agency contract, grant, or loan.

l. The Issuer will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended, Section 13 of the Federal Water Pollution Act of 1972; the Age Discrimination Act of 1975; and Title IX of the Education Amendments 1972. These laws and regulations require that no person shall be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving EPA assistance on the basis of race, color, national origin, sex, handicap or age.

m. The Issuer will comply with Executive Orders 11625 and 12136, Women's and Minority Business Enterprise, and Executive Order 11248, Equal Employment Opportunity.

n. The Issuer will comply with the provisions of the Davis-Bacon Act, the Copeland Act, and the Contract Work Hours and Safety Standards Act regarding labor standards for federally assisted construction subagreements.

o. The Issuer will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federally assisted programs (see 40 CFR Part 4). These requirements apply to all interests in real property acquired for Project purposes regardless of federal participation in purchases.

p. The Issuer will comply with the provisions of the Hatch Act which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

g. The Issuer will comply with all applicable requirements of all other federal laws, executive orders, policies, and regulations governing the program pursuant to which the Order was issued.

Section 5. Further Covenants. The Issuer agrees to the covenants, if any, set forth in Exhibit E D attached to this Agreement.

Section 6. Statutory Compliance of Project. Based on the information supplied to DNR by the Issuer, DNR hereby certifies that the Project complies with the statutory requirements established by Act 317 for a project eligible for assistance.

Section 7. Advancement of Funds to Issuer. Upon receipt by the DNR from the Issuer of a Disbursement Request in the form to be provided by DNR, the DNR shall, after review and approval of such Disbursement Request, provide for a cash draw from the EPA Automated Clearing House (ACH) Payment System established for this program. Upon receipt of the cash draw the Authority shall withdraw from the State Water Pollution Control Revolving Fund established pursuant to Act 227 moneys necessary to purchase principal installments of the Bond from the Issuer in the amount approved in the Disbursement Request. Upon payment the Authority or its Depository shall endorse on the Bond the principal installment disbursed to the Issuer. The estimated disbursement schedule is set forth on Exhibit B.

In the event the Issuer receives disbursements for costs which, either at the time of final disbursement or at the submission of final project cost documentation, are determined by the DNR to be ineligible for financing from the Fund, the Issuer agrees to repay the Fund all such amounts. The DNR shall notify the Issuer in writing within 30 days following the final disbursement or the submission of final project cost documentation, whichever is later, of any and all such ineligible costs (the "Repayment Amount"). The Issuer agrees to repay the Authority the Repayment Amount within 30 days following the receipt of written notice by the DNR (the "Repayment Date"). If such amount is not received by the Authority on the Repayment Date, the Issuer agrees that the Repayment Amount shall bear interest (the "Additional Interest") from the Repayment Date to the date of payment at a variable rate determined on a quarterly basis which rate shall be equal to the average rate of interest earned by the common cash fund of the State of Michigan on its investments during the preceding quarter or such other rate as shall be determined by resolution of the Board of the Authority 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 the Repayment Amount. The Repayment Amount when received by the Authority shall be applied against and treated

as a prepayment of the next principal payment coming due on the Issuer's Bond.

Section 8. Termination of Assistance. In the event that DNR issues an order under Section 15 or 16 of Act 317 recommending that assistance to the Issuer be terminated for the Project, the Authority shall cease to advance funds to the Issuer pursuant to Section 7 of this Agreement. Any termination of assistance under this Agreement shall not excuse or otherwise affect the Issuer's obligation to repay principal installments of the Bond previously disbursed to the Issuer or interest or premiums due thereon. Any termination of assistance under this Agreement shall not relieve the Issuer of any requirements that may exist under state or federal law to construct the Project.

Section 9. Applicable Law and Nonassignability. This Agreement shall be governed by the laws of the State of Michigan. This Agreement shall not be assigned by the Issuer.

Section 10. Severability. If any clause, provision or section of this Agreement be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections.

Section 11. Execution of Counterparts. This Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute one and the same document.

_____ OF _____

(the "Issuer")

By _____

Its _____

MICHIGAN MUNICIPAL BOND AUTHORITY
(the "Authority")

By _____

Its Authorized Officer

DEPARTMENT OF NATURAL RESOURCES OF
THE STATE OF MICHIGAN ("DNR")

By _____

Its Authorized Officer

EXHIBIT A

Summary of Estimated Project Costs

EXHIBIT C

Project Description

_____, 1993
State Revolving Fund Program

\$ _____
City of _____
County of _____
State of Michigan

(the "Bond")

ISSUER'S CERTIFICATE

This Certificate is delivered by the undersigned on behalf of the City of _____ (the "Issuer") in connection with the issuance of its above-captioned bond (the "Bond") on even date herewith and the sale of such Bond to the Michigan Municipal Bond Authority (the "Authority"). This Certificate is being delivered to the Authority pursuant to a certain Purchase Contract between the Authority and the Issuer (the "Purchase Contract"). The Issuer represents and warrants to, and agrees with, the Authority, as of the date hereof as follows:

1. The undersigned are on the date hereof the duly elected or appointed acting and qualified incumbents of the offices of the Issuer set below their respective names and the signatures appearing are the genuine signatures of said officers. The Bond has been officially signed by the officers of the Issuer having authority to execute and deliver the Bond.

2. The Issuer has full legal right, power and authority to enter into the Purchase Contract, and the Issuer has duly authorized and approved the execution and delivery of and the performance by the Issuer of its obligations contained in the Purchase Contract.

3. No further authorization or approval is required for the execution and delivery of the Purchase Contract on behalf of the Issuer by its governing body, and the Purchase Contract constitutes a legal, valid and binding obligation of the Issuer, enforceable in accordance with its terms except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought; and, except as may be required under the blue sky or securities laws of any state (as to which no representation or warranty is given) no further authorization or approval is required for the performance by the Issuer of its obligations thereunder.

4. The execution and delivery of the Purchase Contract by the Issuer, and the fulfillment of the terms and conditions of, and the carrying out of the transactions contemplated by the

Purchase Contract do not and will not conflict with or constitute on the part of the Issuer a breach of, or a default under any existing law (including, without limitation, the Constitution of the State), any court or administrative regulation, decree or order or any agreement, indenture, mortgage, obligation, lease or other instrument to which the Issuer is subject or by which it is bound and which breach or default would materially affect the validity or binding effect of the Bond or the ability of the Issuer to pay the principal of and the interest on the Bond.

5. Any certificate or copy of any certificate signed by any official of the Issuer and delivered to the Authority pursuant to the Authority's purchase of the Bond shall be deemed a representation by the Issuer to the Authority as to the truth of the statements therein made.

6. The Issuer is not in default in the payment of principal of, or premium, if any, or interest on any bonds, notes, or contract payments pledged for the payment of notes or bonds.

7. The Issuer agrees that it will not purchase bonds from the Authority in an amount related to the principal amount of the Bond.

8. The Issuer is a political subdivision of the State of Michigan which qualifies as a "governmental unit" within the meaning of Sections 141(b)(6)(A) and 141(c)(1) of the Internal Revenue Code of 1986, as amended and any successor provision, act or statute and the regulations from time to time promulgated or proposed thereunder (the "Code").

9. The Issuer hereby covenants and agrees for the benefit of the Authority as the holder of the Bond that it will comply with the applicable requirements of Section 149 of the Code.

10. Except as required by law, the Issuer will at no time take any action or omit to take any action which, by commission or omission, would cause the Bond to be an "arbitrage bond" as defined in Section 148 of the Code including failing to satisfy the arbitrage rebate requirements of such Section.

11. The Issuer will not permit at any time or times any of the proceeds of the Bond or any other funds of the Issuer to be used directly or indirectly in a manner which would result in the exclusion of any bonds of the Issuer from the treatment afforded by Section 103(a) of the Code, as from time to time amended, by reason of the classification of such bonds as "private activity bonds" within the meaning of Section 141(a) of the Code, or as obligations guaranteed by the United States of America, as provided in Section 149(b) of the Code; or cause interest on the Bond to be includable in gross income for federal income tax purposes.

12. The Issuer has executed the standard documents required by the Authority and has included in the Issuer's documents the standard provisions required by the Authority in each case without alteration in any way.

IN WITNESS WHEREOF, we have hereunto set our hand this _____ day of _____, 1993.

Name of Issuer

By: _____

Its: _____

By: _____

Its: _____

srif\issuer.reg

RESOLUTION 93-9

REGARDING CIVIL RIGHTS WITHIN ST. CLAIR COUNTY

WHEREAS, the State of Michigan requires that a community seeking to receive Community Development Block Grant Funds must have an established policy to discourage discrimination in employment, housing, and publicly funded programs, within the community; and

WHEREAS, it is the desire of this Board of Commissioners to clearly establish the public policy of the County with regard to discrimination in employment, housing, and publicly funded programs within St. Clair County; and

WHEREAS, the State has provided model provisions to accomplish the same.

NOW, THEREFORE, BE IT RESOLVED, that the public policy of the County of St. Clair with regard to discrimination in employment, housing and publicly funded programs within the County shall be as follows:

General Policy: It is hereby declared to be contrary to the public policy of the County of St. Clair for any persons to be discriminated against in employment, housing or participation in publicly funded programs because of race, religion, national origin, color, sex, marital status, age or handicap.

Employment: The opportunity to obtain employment without discrimination because of race, religion, national origin color, sex, marital status, age or handicap is hereby recognized and declared to be a civil right. Further, it shall be contrary to the public policy of the County of St. Clair for any employer to discriminate in hiring, promotion, tenure, terms or conditions of employment because of race, religion, national origin, color, sex, marital status, age or handicap.

Housing: The opportunity to purchase, lease, sell, hold, use and convey housing without discrimination because of race, religion, national origin, color, sex, marital status, age or handicap is hereby recognized and declared to be a civil right.

RESOLUTION 93-8

APPROVING TRANSFER OF OWNERSHIP, OPERATION AND MAINTENANCE
OF AIRPORT INSTRUMENT LANDING SYSTEM TO THE
FEDERAL AVIATION ADMINISTRATION

WHEREAS, the County desires the Federal Aviation Administration to incorporate Runway 04 Instrument Landing System including Medium-Intensity Approach Lighting with Runway Alignment Indicator Lights into the National Airspace System and assume full responsibility for ownership, operation and maintenance of said system; and

WHEREAS, the Federal Aviation Administration desires to incorporate Runway 04/Instrument Landing System including Medium-Intensity Approach Lighting System with Runway Alignment Indicator Lights into the National Airspace System and assume full responsibility for ownership, operation and maintenance of said system; and

WHEREAS, in order for the Federal Aviation Administration to assume this responsibility it is necessary to enter into a Transfer Agreement between the County of St. Clair and the Federal Aviation Administration.

WHEREAS, the Airport Commission of the County of St. Clair has recommended that the St. Clair County Board of Commissioners enter into a Transfer Agreement for the Federal Aviation Administration to assume full responsibility for ownership, operation and maintenance of said system.

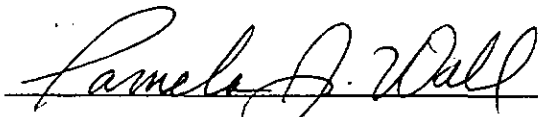
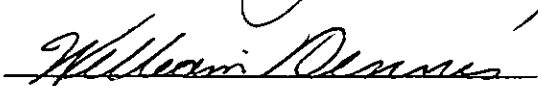
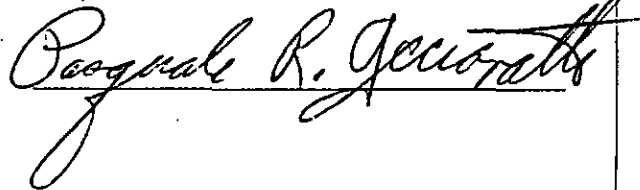
NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners agrees to this transfer and that the Chairperson be authorized and directed to execute said transfer agreement, a copy of which is attached hereto and incorporated herein by reference.

DATED: February 24, 1993

Reviewed and Approved:



Elwood L. Brown
County Corporation Counsel
301 County Building
Port Huron, MI 48060

AIRPORT COMMISSION
OF THE COUNTY OF ST. CLAIR

TRANSFER AGREEMENT

WHEREAS, the County desires the Federal Aviation Administration to incorporate Runway 04 Instrument Landing System including Medium-Intensity Approach Lighting System with Runway Alignment Indicator Lights into the National Airspace System and assume full responsibility for ownership, operation and maintenance of said system; and

WHEREAS, the Federal Aviation Administration desires to incorporate Runway 04/Instrument Landing System including Medium-Intensity Approach Lighting System with Runway Alignment Indicator Lights into the National Airspace System and assume full responsibility for ownership, operation and maintenance of said system; and

WHEREAS, in order for the Federal Aviation Administration to assume this responsibility it is necessary to enter into a Transfer Agreement between the County of St. Clair and the Federal Aviation Administration;

NOW, THEREFORE, BE IT RESOLVED, That the Airport Commission of the County of St. Clair recommend that the St. Clair County Board of Commissioners enter into a Transfer Agreement for the Federal Aviation Administration to assume full responsibility for ownership, operation and maintenance of said system; and

BE IT FURTHER RESOLVED, That the Chairperson of the St. Clair County Board of Commissioners be authorized and directed to execute said Transfer Agreement.

AYES: Commissioner McCormick
Commissioner Foley
Commissioner Street

NAYS: 0

* * * * *

I hereby certify that the foregoing is a true and correct copy of a portion of the minutes of a regular meeting of the Airport Commission of the County of St. Clair held on Tuesday, February 16, 1993 at 1:12 p.m. in the St. Clair County Road Commission's Central Service Center, 21 Airport Drive, St. Clair, Michigan.



Janet C. Kitamura, Secretary

TRANSFER AGREEMENT
BETWEEN
THE COUNTY OF St. CLAIR, MICHIGAN
AND
THE FEDERAL AVIATION ADMINISTRATION

This agreement, entered into, by, and between the County of St. Clair Michigan, hereinafter referred to as the County, and the Federal Aviation Administration hereinafter referred to as the FAA, acting by and through the Administrator of the Federal Aviation Administration.

WHEREAS, the County owns, operates, and maintains the Runway 04 Instrument Landing System to include the Medium-Intensity Approach Lighting System with Runway Alignment Indicator Lights hereinafter referred to as R/W 04 ILS and MALSR.

WHEREAS, the County desires the FAA to incorporate said R/W 04 ILS and MALSR into the National Airspace System and assume full responsibility for ownership, operation, and maintenance of said R/W 04 ILS and MALSR; and

WHEREAS, the FAA desires to incorporate said R/W 04 ILS and MALSR into the National Airspace System and assume full responsibility for ownership, operation, and maintenance of said R/W 04 ILS and MALSR; and

NOW, THEREFORE, in consideration of the mutual benefit accruing to the FAA, the County, and the aviation public, the FAA and the County mutually agree as follows:

ARTICLE I - Transfer of Ownership

A. The County agrees to transfer ownership of the R/W 04 ILS and MALSR to the FAA and grant to the FAA all its rights, title, and interest in the operating equipment, structures, test equipment, buildings, and spare parts.

B. The FAA agrees to accept ownership of the R/W 04 ILS and MALSR consisting of operating equipment, structures, test equipment, buildings and spare parts, hereinafter identified as to kind and quantity, and further agrees to operate and maintain the R/W 04 ILS and MALSR as Air Navigational Aids in the National Airspace System.

C. The County agrees that no encumbrance, liens, or legal liabilities are associated with the R/W 04 ILS and MALSR. Any that are pending or potentially pending shall remain the responsibility of the County. Any problems concerning interference to televisions, radios, or other electronic equipment owned by private citizens resulting from the operation of these systems shall be resolved by the County prior to takeover.

ARTICLE II - Condition of Transfer

This agreement is entered into by the FAA contingent upon the following actions being completed:

THE FAA shall

---assume payment of all utility costs associated with the operation of these facilities.

---maintain buildings in accordance with FAA guidelines.

---own, operate, and maintain these facilities, and in accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Act of 1948, as amended (28 USC 2671 et. seq.), hereafter termed "the Act", the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Governments liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

The County shall

---grant to the FAA an indefinite no-cost license to use area upon which buildings are located and to all access roads or site plots and easement rights for control and power cables associated with R/W 04 ILS and MALSR.

---provide prior to takeover, and at no expense to the FAA, legal description and plans of building, space, access roads, site plots prints, drawing and right-of-ways to the R/W 04 ILS and MALSR.

---provide prior to takeover, and at no expense to the FAA, the following utility information:

1. Company names that supply utilities
2. Locations where services become FAA responsibility
3. Locations of meters and meter numbers
4. Furnish blueprints and/or drawings available
5. Furnish copy of rates being paid

---agree not to erect or allow to be erected on airport property any structure or obstruction that will interfere with the operation of the R/W 04 ILS and MALSR without prior consent of the FAA.

---provide adequate grass cutting, vegetation control, weed cutting, and snow plowing for the area around and adjacent to the R/W 04 ILS and MALSR at no expense to the FAA.

The FAA and the County jointly shall

---identify the equipment by equipment type, part number, model number, description, cost, and quantity of all personal property, operating equipment, structures, test equipment, buildings, real property, spare parts, supplies, and materiel that are associated with the operation of the R/W 04 ILS and MALSR.

The City Shall

--provide prior to takeover, and at no expense to the FAA, a Phase I Hazardous Material Environmental Audit of all property covered by facilities to be transferred.

ARTICLE III - General Provisions

A. The County is hereby released from its obligations to maintain the R/W 04 ILS and MALSR, except as noted in B. below, under the terms and covenants of all FAA/AIP grants at this location.

B. (1) The FAA agrees, should the FAA discontinue the operation of R/W 04 ILS and the MALSR, then and in that event, to offer transfer of test equipment, buildings, and spare parts which may be on hand at the time of discontinuance. The reversion of the R/W 04 ILS and MALSR back to the County will require that such entity satisfy all AIP assurances for the time period associated with the grant agreement under which the equipment was originally installed. In the event that the time period, as specified in that grant agreement, has lapsed and the County declines or fails to accept such offer within sixty (60) days, the FAA may dispose of such property in accordance with established FAA procedures.

(2) HOWEVER, if at the time of discontinuance the FAA has made a determination to phase-out any or all of these facility types from the National Airspace System, FAA shall NOT offer the R/W 04 ILS and MALSR back to the County (as referenced in paragraph B (1), above), but shall specifically establish for its removal.

C. The FAA reserves the right, subsequent to transfer of ownership, to modify and replace operating equipment, buildings, and components as may be necessary to maintain Air Navigational facility operation efficiency. Disposal of such equipment shall be in accordance with FAA established procedures.

D. No member of Congress or resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

ARTICLE IV - Effective Date

This agreement supersedes any previous agreements between both parties on the subject set forth herein. The agreement shall become effective upon execution by both parties; however, the physical takeover date for operation and maintenance by the FAA shall be mutually agreed upon by the County and the FAA after all provisions of Article II have been met in their entirety.

ARTICLE V - Responsibility of Accomplishment

The FAA hereby identifies the Materiel Management Section, AGL-52B, Great Lakes Region, 2300 E. Devon Avenue, Des Plaines, Illinois 60018, telephone number (312) 694-7214, responsible for the accomplishment of this agreement. All actions and correspondence concerning this agreement should be directed to this office.

FEDERAL AVIATION ADMINISTRATION

(Sponsor)

BY: _____

BY: _____

Manager, Materiel &
TITLE: Services Branch, AGL-52

TITLE: _____

DATE: _____

DATE: _____

RESOLUTION 93-7.

AUTHORIZING PLANNING COMMISSION TO APPLY FOR
GRANTS FOR COMMUNITY DEVELOPMENT AND IMPROVEMENT

WHEREAS, Title I of the Federal Housing and Community Development Act of 1974, as amended, provides that counties may receive community development discretionary funds; and

WHEREAS, the County of St. Clair, Michigan is qualified as a discretionary applicant as specified in the Act; and

WHEREAS, Act 282 of 1945, being MCLA 125.101 and MSA 5.11926 (1) et. seq., authorizes the St. Clair County Metropolitan Planning Commission to apply for, receive and accept such funds; and

WHEREAS, the State of Michigan, Department of Commerce, is administering the Community Development Block Grant Small Cities Program in Michigan on behalf of the United States Department of Housing and Urban Development; and

WHEREAS, approximately One Million, Eight Hundred Thousand Dollars (\$1,800,000) is now available for housing projects throughout the State under the Small Cities Community Development Block Grant Program; and

WHEREAS, the St. Clair County Metropolitan Planning Commission has designed a Housing Rehabilitation Low Interest Loan and Grant Program which is consistent with the St. Clair County Community Development Plan, as described in the application; and

WHEREAS, the project will principally benefit low and moderate income persons to the maximum extent feasible; and

WHEREAS, funds to be invested in the project have not yet been expended and will not be expended prior to the date of the beginning of the project period if a grant is awarded.

NOW, THEREFORE, BE IT RESOLVED, THAT:

1. The St. Clair County Metropolitan Planning Commission be authorized to file an application with the Michigan State Housing Development Authority in the amount of Two Hundred Thousand Dollars (\$200,000); and

2. The St. Clair County Metropolitan Planning Commission be authorized further to submit concurrently an application for loan authority under the Michigan State Housing Development Authority Community Home Improvement Program in such amount as may be specified by the Authority; and

3. The St. Clair County Metropolitan Planning Commission and its subgrantees are hereby authorized to commit such matching funds toward the project as are described in the application, provided that no monies from the General Fund of this county are to be contributed toward the project; and

4. The St. Clair County Metropolitan Planning Commission and its agents are hereby directed to implement and administer said program on behalf of St. Clair County; and

5. The Chairperson of the St. Clair County Board of Commissioners, be named as authorized agent of the County of St. Clair in all matters pertaining to said grant and that the Chairperson be authorized to sign all contracts, agreements, and certifications pertaining to said grant.

DATED: February 24, 1993

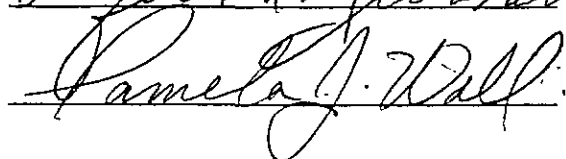
Reviewed and Approved by:



Elwood L. Brown
County Corporation Counsel
301 County Building
Port Huron, MI 48060







RESOLUTION 93- 6

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 ___ day of _____, 1993 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 one or more series of bonds in the approximate aggregate amount of \$3,200,000, 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 separation of storm and sanitary sewers, improvements and extensions to the sewage disposal system and related appurtenances and replacement or repair of sidewalks and roadways occasioned by such construction; 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 & Weiss, Professional Corporation, Detroit, Michigan

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

As Engineers: McNamee, Porter & Seeley, Inc.
Ann Arbor, 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 \$3,200,000, 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: February 10, 1993

Reviewed and Approved by:

Judith A. Keegan
Zion Chiswick
Ray McArthur
John W. Owen

Clayton L. Brown

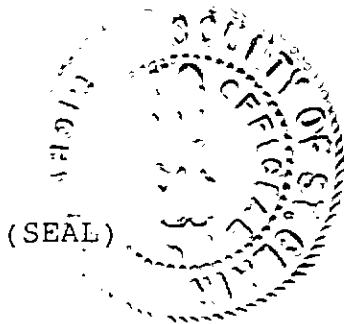
Corporation Counsel
301 County Building
Port Huron, MI 48060

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 _____, 1993, 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 ____ day of _____, 1993.



Marion Sargent

COUNTY CLERK
County of St. Clair, Michigan

DAA06D19

RESOLUTION 93-02
CITY OF YALE
COUNTY OF ST. CLAIR, MICHIGAN

FOR ASSISTANCE IN FINANCING

Minutes of a regular meeting of the City Council of the City of Yale, County of St. Clair, Michigan (the "Local Unit"), held in the City Hall in said Local Unit on the 8th day of February, 1993 at 7:30 p.m., Eastern Standard Time.

PRESENT: Council Members: Gardner, Gartner, Gorman, Marcetti, Molesworth, Winters

ABSENT: Council Members: None

The following preamble and resolution were offered by Council Member Winters and supported by Council Member Molesworth.

WHEREAS, this Local Unit has determined that it is necessary for the public health, safety and welfare of the Local Unit and to comply with Michigan Department of Natural Resources ("DNR") regulations and permits regarding combined sewer overflow to construct sewer system improvements to service the Local Unit, such improvements to consist of separation of storm and sanitary sewers and improvements and extensions to the sewer system and all related appurtenances and construction and repairing of certain sidewalks and roadways occasioned by such separation of storm and sanitary sewers (the "Project"); and

WHEREAS, after extensive study it has been determined that it is not desirable for the Local Unit to finance the Project alone; and

WHEREAS, the County of St. Clair has established a Department of Public Works (the "DPW") under the terms of Act 185, Public Acts of Michigan, 1957, as amended (the "Act"), with authority to acquire and finance improvements such as the Project for public corporations within the County;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. It is hereby determined that it is impractical and financially undesirable for the Local Unit to undertake the Project alone.
2. The Local Unit hereby requests the assistance of the DPW in the acquisition and financing of the Project under the terms of the Act; the Project to be operated, administered and maintained by said Local Unit after construction.

3. The Local Unit hereby recommends that the DPW employ the following consultants already working with the Local Unit in connection with the Project:

As bond counsel: Jaffe, Raitt, Heuer & Weiss,
Professional Corporation, Detroit,
Michigan

As engineers: McNamee, Porter & Seeley
Ann Arbor, Michigan

As financial consultant: Stauder, Barch & Associates, Inc.
Ann Arbor, Michigan

4. The Local Unit and all agents and employees shall cooperate with the DPW to the end that there may be issued as promptly as possible County of St. Clair bonds, in one or more series, in the approximate aggregate amount not to exceed \$3,200,000, which amount will be sufficient to pay the presently estimated total cost of the Project. Said bonds shall be retired out of payments made by the Local Unit to the County of St. Clair through the DPW in amounts fully sufficient to meet all principal and interest requirements thereon. County full faith and credit as secondary security for the bonds is also requested.
5. The Local Unit hereby agrees to reimburse the County and the DPW for all expenses incurred in connection with the Project, should the financing and construction of the Project not be completed for any reason whatsoever.
6. The Local Unit hereby authorizes the DPW to notify the Michigan Department of Treasury of the County's intent to issue the bonds described herein, to pay the related fee from funds to be received from the Local Unit and to request an order providing an exception for the bonds from prior approval by the Department of Treasury, and hereby authorizes and directs the City Administrator to execute and file in the name of and on behalf of the City, an application for order of approval or a notice of intent to issue an obligation with the Department of Treasury and to pay the related fee, if any.
7. 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: Winters, Gardner, Gartner, Gorman, Marcetti, Molesworth
NAYS: Members: None

RESOLUTION DECLARED ADOPTED BY THE CITY COUNCIL OF THE CITY OF YALE
ON FEBRUARY 8, 1993.



CITY CLERK

CERTIFICATION

I, the City Clerk of the City of Yale, hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Yale, County of St. Clair, Michigan, at a regular meeting held on February 8, 1993, 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.



City Clerk

CITY OF YALE
RESOLUTION
93-04

At a regular meeting of the Common Council of the City of Yale on February 8, 1993 at 7:30pm the following Resolution was offered:

Moved by Winters Supported by Gardner

RESOLUTION NAMING AUTHORIZED REPRESENTATIVE FOR SRF LOAN PROGRAM

WHEREAS, the City of Yale has developed a plan to separate the city sewers, and

WHEREAS, the City is entering into an agreement with the Department of Public Works of St. Clair County for the issuance of bonds through the State Revolving Fund, and

WHEREAS, it is necessary to designate an authorized representative to sign required documents.

NOW THEREFORE BE IT RESOLVED, that the Common Council of the City of Yale designates John Perry, Director of the St. Clair County DPW, as authorized representative for the purpose of signing required documents relating to the State Revolving Fund Program.

BE IT FURTHER RESOLVED, that copies this resolution be sent to the St. Clair County DPW, the St. Clair County Board of Commissioners and the MDNR. (MDNR is requested to copy all documents to Yale City Manager, John Osborn, in addition to Mr. Perry.)

Approval


Ayes: Gartner, Gorman, Marcetti, Molesworth, Winters, Gardner

Nays: 0

Absent: None

STATE OF MICHIGAN
ST. CLAIR COUNTY

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted by the City of Yale Common Council at a regular meeting held on the 8th day of February, 1993.


Linda Cronin, Clerk
City of Yale
111 W. Mechanic St.
Yale, MI 48097

RESOLUTION NO. 93 - 02

BOARD OF PUBLIC WORKS
OF THE COUNTY OF ST. CLAIR

DESIGNATED REPRESENTATIVE
SRF Project #5068
CITY OF YALE
SD XI-1993 Series

WHEREAS, the City of Yale has requested assistance from the St. Clair County Department of Public Works for improvements to SD XI; and

WHEREAS, the City of Yale will be applying for a State Revolving Fund Loan from the Michigan Department of Natural Resources for improvements to their sewer separation system; and

WHEREAS, the City of Yale has requested that the Director of the Department of Public Works be designated as the authorized representative for the above mentioned project;

NOW, THEREFORE, BE IT RESOLVED, That the Board of Public Works recommends the St. Clair County Board of Commissioners designate the Director of the St. Clair County Department of Public Works as the authorized representative for the City of Yale Sewer Separation System State Revolving Fund Loan Project #5068.


AYES: Commissioner McCormick
Commissioner Foley

NAYS: 0

ABSENT: Commissioner Street

* * * * *

I hereby certify that the foregoing is a true and correct copy of a portion of the minutes of a special meeting of the Board of Public Works of the County of St. Clair held on Tuesday, February 9, 1993 at 9:00 a.m. in the St. Clair County Road Commission's Central Service Center, 21 Airport Drive, St. Clair, Michigan.


Janet C. Kitamura, Deputy Secretary

ACKNOWLEDGEMENT AND RATIFICATION
OF SPECIAL MEETING

I, Walter Street, being a duly appointed and acting member of the St. Clair County Board of Public Works of the County of St. Clair, State of Michigan, do hereby certify that I received due and timely notice of special meeting of said Board of Public Works called for to be held on February 9, 1993; that I am not able to attend said meeting; that I waive any requirements for prior notice of said meeting; and that I ratify and confirm the actions to be taken by said Board of Public Works on said date.

Walter M. Street

Dated: Feb. 3, 1993

RESOLUTION NO. 93-03

BOARD OF PUBLIC WORKS
COUNTY OF ST. CLAIR, MICHIGAN

RECOMMENDING THAT
COUNTY APPROVE CONSTRUCTION OF
SEWAGE DISPOSAL SYSTEM IMPROVEMENTS

Minutes of a meeting of the Board of Public Works of the County of St. Clair, Michigan, held in said County on the 9th day of February, 1993, at ~~XXXX~~ ^{9:00} o'clock ^{A.M.} ~~XXXX~~ Eastern Standard Time.

PRESENT: Members McCormick, Foley

ABSENT: Members Street

The following preamble and resolution were offered by Member Foley and supported by Member McCormick.

WHEREAS, the City of Yale (the "City") has presented to this Board a request that the County of St. Clair, through the St. Clair County Department of Public Works, issue one or more series of bonds in the approximate aggregate amount of \$3,200,000, payable from contractual payments to be made by the City to the County of St. Clair through said Department of Public Works, said bonds to finance the costs of construction of sewage disposal system improvements to service said City, such improvements to consist of the separation of storm and sanitary sewers, other modifications and improvements to the sewage disposal system and all related appurtenances and replacement or repair of sidewalks and roadways occasioned by such construction; 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 the City alone but that said project is necessary for the public health, safety and welfare of the City 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; and

WHEREAS, the Board of Public Works has recommended adoption by the County Board of Commissioners of the attached resolution, which authorizes the project within the St. Clair County Sewage Disposal System No. XI (City of Yale) Sewage Disposal District previously established by the Board of Commissioners of the County of St. Clair.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This Board does hereby recommend to the Board of Commissioner of the County of St. Clair that said Board of Commissioners give its approval to the aforesaid project as the construction of sewage disposal system improvements and modifications, and authorize 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 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. 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 the City and other parties involved for the execution of contracts covering the acquisition, construction, financing and operation of the project.

3. The City and the St. Clair County Department of Public Works recommend the employment of the following consultants already working with the City in connection with the project:

As bond counsel:	Jaffe, Raitt, Heuer & Weiss, Professional Corporation, Detroit, Michigan
As financial consultant:	Stauder, Barch & Associates, Ann Arbor, Michigan
As engineers:	McNamee, Porter & Seeley, Inc. Ann Arbor, Michigan

4. This Board hereby estimates the total cost of constructing the project to be \$3,200,000, 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. The Board of Public Works hereby recommends adoption by the County Board of Commissioners of the attached resolution.

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 McCormick, Foley
NAYS: Members 0

RESOLUTION DECLARED ADOPTED.


Deputy Secretary

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~~ ^{special} ~~meeting~~ ~~held~~ ~~on~~ ~~February~~ ~~9~~, 1993 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

DAA06D15

ACKNOWLEDGEMENT AND RATIFICATION
OF SPECIAL MEETING

I, Walter Street, being a duly appointed and acting member of the St. Clair County Board of Public Works of the County of St. Clair, State of Michigan, do hereby certify that I received due and timely notice of special meeting of said Board of Public Works called for to be held on February 9, 1993; that I am not able to attend said meeting; that I waive any requirements for prior notice of said meeting; and that I ratify and confirm the actions to be taken by said Board of Public Works on said date.

Walter M Street

Dated: Feb. 3, 1993

RESOLUTION 93-5

APPROVING IMPROVEMENTS TO 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 ___ day of _____, 1993 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, by Resolution 91-49, adopted December 4, 1991, the Board of Commissioners of the County of St. Clair, Michigan approved the establishment of a sewage disposal system to service the City of Yale, known as the St. Clair County Sewage Disposal System No. XI ("City of Yale") (the "System"); and

WHEREAS, the Board of Commissioners of the County of St. Clair, Michigan, does hereby approve improvements to the System to consist generally of the separation of storm and sanitary sewers and replacement or repair of sidewalks and roadways occasioned by such construction (the "Improvements") and appurtenances thereto; and

WHEREAS, the Board of Public Works of the County of St. Clair is hereby authorized and directed to secure plans and specifications for the Improvements; to negotiate contracts with the municipality to be served by the Improvements 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 project shall be located within and serve the St. Clair County Sewage Disposal System No. XI (City of Yale) Sewage Disposal District.

NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners grants approval and authorizes the Chairperson to execute the above project.

YES: Commissioners _____

NO: Commissioners _____

ABSTAIN: Commissioners _____

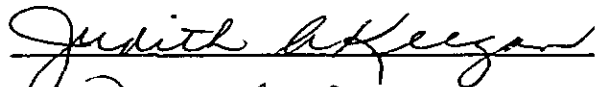
Resolution declared adopted.

DATED: February 10, 1993

Reviewed and Approved by:

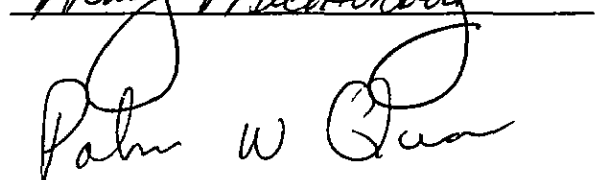


Corporation Counsel
301 County Building
Port Huron, MI 48060







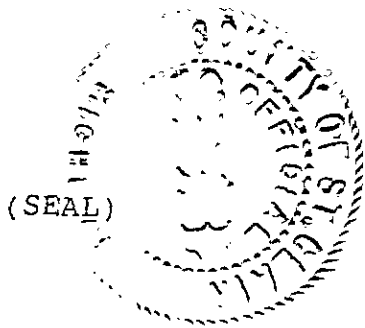


DAA06D14

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 _____, 1993, 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 _____, 1993.



Marion Sargent

COUNTY CLERK
County of St. Clair, Michigan

DAA06D14

RESOLUTION 93-02
CITY OF YALE
COUNTY OF ST. CLAIR, MICHIGAN

FOR ASSISTANCE IN FINANCING

Minutes of a regular meeting of the City Council of the City of Yale, County of St. Clair, Michigan (the "Local Unit"), held in the City Hall in said Local Unit on the 8th day of February, 1993 at 7:30 p.m., Eastern Standard Time.

PRESENT: Council Members: Gardner, Gartner, Gorman, Marcetti, Molesworth, Winters

ABSENT: Council Members: None

The following preamble and resolution were offered by Council Member Winters and supported by Council Member Molesworth.

WHEREAS, this Local Unit has determined that it is necessary for the public health, safety and welfare of the Local Unit and to comply with Michigan Department of Natural Resources ("DNR") regulations and permits regarding combined sewer overflow to construct sewer system improvements to service the Local Unit, such improvements to consist of separation of storm and sanitary sewers and improvements and extensions to the sewer system and all related appurtenances and construction and repairing of certain sidewalks and roadways occasioned by such separation of storm and sanitary sewers (the "Project"); and

WHEREAS, after extensive study it has been determined that it is not desirable for the Local Unit to finance the Project alone; and

WHEREAS, the County of St. Clair has established a Department of Public Works (the "DPW") under the terms of Act 185, Public Acts of Michigan, 1957, as amended (the "Act"), with authority to acquire and finance improvements such as the Project for public corporations within the County;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. It is hereby determined that it is impractical and financially undesirable for the Local Unit to undertake the Project alone.
2. The Local Unit hereby requests the assistance of the DPW in the acquisition and financing of the Project under the terms of the Act; the Project to be operated, administered and maintained by said Local Unit after construction.

3. The Local Unit hereby recommends that the DPW employ the following consultants already working with the Local Unit in connection with the Project:

As bond counsel: Jaffe, Raitt, Heuer & Weiss,
Professional Corporation, Detroit,
Michigan

As engineers: McNamee, Porter & Seeley
Ann Arbor, Michigan

As financial consultant: Stauder, Barch & Associates, Inc.
Ann Arbor, Michigan

4. The Local Unit and all agents and employees shall cooperate with the DPW to the end that there may be issued as promptly as possible County of St. Clair bonds, in one or more series, in the approximate aggregate amount not to exceed \$3,200,000, which amount will be sufficient to pay the presently estimated total cost of the Project. Said bonds shall be retired out of payments made by the Local Unit to the County of St. Clair through the DPW in amounts fully sufficient to meet all principal and interest requirements thereon. County full faith and credit as secondary security for the bonds is also requested.
5. The Local Unit hereby agrees to reimburse the County and the DPW for all expenses incurred in connection with the Project, should the financing and construction of the Project not be completed for any reason whatsoever.
6. The Local Unit hereby authorizes the DPW to notify the Michigan Department of Treasury of the County's intent to issue the bonds described herein, to pay the related fee from funds to be received from the Local Unit and to request an order providing an exception for the bonds from prior approval by the Department of Treasury, and hereby authorizes and directs the City Administrator to execute and file in the name of and on behalf of the City, an application for order of approval or a notice of intent to issue an obligation with the Department of Treasury and to pay the related fee, if any.
7. 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: Winters, Gardner, Gartner, Gorman, Marcetti, Molesworth

NAYS: Members: None

RESOLUTION DECLARED ADOPTED BY THE CITY COUNCIL OF THE CITY OF YALE
ON FEBRUARY 8, 1993.



CITY CLERK

CERTIFICATION

I, the City Clerk of the City of Yale, hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Yale, County of St. Clair, Michigan, at a regular meeting held on February 8, 1993, 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.



City Clerk

CITY OF YALE
RESOLUTION
93-04

At a regular meeting of the Common Council of the City of Yale on February 8, 1993 at 7:30pm the following Resolution was offered:

Moved by Winters Supported by Gardner

RESOLUTION NAMING AUTHORIZED REPRESENTATIVE FOR SRF LOAN PROGRAM

WHEREAS, the City of Yale has developed a plan to separate the city sewers, and

WHEREAS, the City is entering into an agreement with the Department of Public Works of St. Clair County for the issuance of bonds through the State Revolving Fund, and

WHEREAS, it is necessary to designate an authorized representative to sign required documents.

NOW THEREFORE BE IT RESOLVED, that the Common Council of the City of Yale designates John Perry, Director of the St. Clair County DPW, as authorized representative for the purpose of signing required documents relating to the State Revolving Fund Program.

BE IT FURTHER RESOLVED, that copies this resolution be sent to the St. Clair County DPW, the St. Clair County Board of Commissioners and the MDNR. (MDNR is requested to copy all documents to Yale City Manager, John Osborn, in addition to Mr. Perry.)

Approval


Ayes: Gartner, Gorman, Marcetti, Molesworth, Winters, Gardner

Nays: 0

Absent: None

STATE OF MICHIGAN
ST. CLAIR COUNTY

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted by the City of Yale Common Council at a regular meeting held on the 8th day of February, 1993.


Linda Cronin, Clerk
City of Yale
111 W. Mechanic St.
Yale, MI 48097

BOARD OF PUBLIC WORKS
OF THE COUNTY OF ST. CLAIR

DESIGNATED REPRESENTATIVE
SRF Project #5068
CITY OF YALE
SD XI-1993 Series

WHEREAS, the City of Yale has requested assistance from the St. Clair County Department of Public Works for improvements to SD XI; and

WHEREAS, the City of Yale will be applying for a State Revolving Fund Loan from the Michigan Department of Natural Resources for improvements to their sewer separation system; and

WHEREAS, the City of Yale has requested that the Director of the Department of Public Works be designated as the authorized representative for the above mentioned project;

NOW, THEREFORE, BE IT RESOLVED, That the Board of Public Works recommends the St. Clair County Board of Commissioners designate the Director of the St. Clair County Department of Public Works as the authorized representative for the City of Yale Sewer Separation System State Revolving Fund Loan Project #5068.

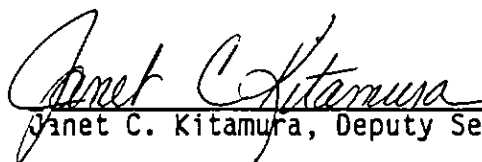
AYES: Commissioner McCormick
Commissioner Foley

NAYS: 0

ABSENT: Commissioner Street

* * * * *

I hereby certify that the foregoing is a true and correct copy of a portion of the minutes of a special meeting of the Board of Public Works of the County of St. Clair held on Tuesday, February 9, 1993 at 9:00 a.m. in the St. Clair County Road Commission's Central Service Center, 21 Airport Drive, St. Clair, Michigan.


Janet C. Kitamura, Deputy Secretary

ACKNOWLEDGEMENT AND RATIFICATION
OF SPECIAL MEETING

I, Walter Street, being a duly appointed and acting member of the St. Clair County Board of Public Works of the County of St. Clair, State of Michigan, do hereby certify that I received due and timely notice of special meeting of said Board of Public Works called for to be held on February 9, 1993; that I am not able to attend said meeting; that I waive any requirements for prior notice of said meeting; and that I ratify and confirm the actions to be taken by said Board of Public Works on said date.

Walter M. Street

Dated: Feb. 3, 1993

RESOLUTION NO. 93-03

BOARD OF PUBLIC WORKS
COUNTY OF ST. CLAIR, MICHIGAN

RECOMMENDING THAT
COUNTY APPROVE CONSTRUCTION OF
SEWAGE DISPOSAL SYSTEM IMPROVEMENTS

Minutes of a meeting of the Board of Public Works of the County of St. Clair, Michigan, held in said County on the 9th day of February, 1993, at ~~XXXX~~ ^{9:00} o'clock ^{A.M.} ~~XXXX~~ Eastern Standard Time.

PRESENT: Members McCormick, Foley

ABSENT: Members Street

The following preamble and resolution were offered by Member Foley and supported by Member McCormick.

WHEREAS, the City of Yale (the "City") has presented to this Board a request that the County of St. Clair, through the St. Clair County Department of Public Works, issue one or more series of bonds in the approximate aggregate amount of \$3,200,000, payable from contractual payments to be made by the City to the County of St. Clair through said Department of Public Works, said bonds to finance the costs of construction of sewage disposal system improvements to service said City, such improvements to consist of the separation of storm and sanitary sewers, other modifications and improvements to the sewage disposal system and all related appurtenances and replacement or repair of sidewalks and roadways occasioned by such construction; 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 the City alone but that said project is necessary for the public health, safety and welfare of the City 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; and

WHEREAS, the Board of Public Works has recommended adoption by the County Board of Commissioners of the attached resolution, which authorizes the project within the St. Clair County Sewage Disposal System No. XI (City of Yale) Sewage Disposal District previously established by the Board of Commissioners of the County of St. Clair.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This Board does hereby recommend to the Board of Commissioner of the County of St. Clair that said Board of Commissioners give its approval to the aforesaid project as the construction of sewage disposal system improvements and modifications, and authorize 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 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. 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 the City and other parties involved for the execution of contracts covering the acquisition, construction, financing and operation of the project.

3. The City and the St. Clair County Department of Public Works recommend the employment of the following consultants already working with the City in connection with the project:

As bond counsel: Jaffe, Raitt, Heuer & Weiss, Professional Corporation, Detroit, Michigan

As financial consultant: Stauder, Barch & Associates, Ann Arbor, Michigan

As engineers: McNamee, Porter & Seeley, Inc. Ann Arbor, Michigan

4. This Board hereby estimates the total cost of constructing the project to be \$3,200,000, 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. The Board of Public Works hereby recommends adoption by the County Board of Commissioners of the attached resolution.

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 McCormick, Foley
NAYS: Members 0

RESOLUTION DECLARED ADOPTED.


Deputy Secretary

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~~^{special} meeting held on February 9, 1993 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

DAA06D15

ACKNOWLEDGEMENT AND RATIFICATION
OF SPECIAL MEETING

I, Walter Street, being a duly appointed and acting member of the St. Clair County Board of Public Works of the County of St. Clair, State of Michigan, do hereby certify that I received due and timely notice of special meeting of said Board of Public Works called for to be held on February 9, 1993; that I am not able to attend said meeting; that I waive any requirements for prior notice of said meeting; and that I ratify and confirm the actions to be taken by said Board of Public Works on said date.

Walter M Street

Dated: Feb. 3, 1993

DESIGNATED REPRESENTATIVE
SRF Project #5068
CITY OF YALE
SD XI-1993 Series

WHEREAS, the City of Yale has requested assistance from the St. Clair County Department of Public Works for improvements to SD XI; and

WHEREAS, the City of Yale will be applying for a State Revolving Fund Loan from the Michigan Department of Natural Resources for improvements to their sewer separation system; and

WHEREAS, the City of Yale has requested that the Director of the Department of Public Works be designated as the authorized representative for the above mentioned project; and

WHEREAS, the Board of Public Works has recommended that the St. Clair County Board of Commissioners designate the Director of the St. Clair County Department of Public Works as the authorized representative;

NOW THEREFORE, BE IT RESOLVED, That the Director of the Department of Public Works be designated as the authorized representative for the City of Yale Sewer Separation System State Revolving Fund Loan Project #5068.

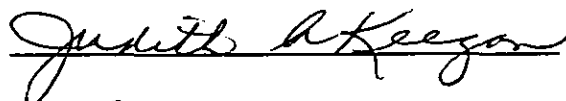
Resolution Declared Adopted.

DATED: February 10, 1993

Reviewed and Approved by:

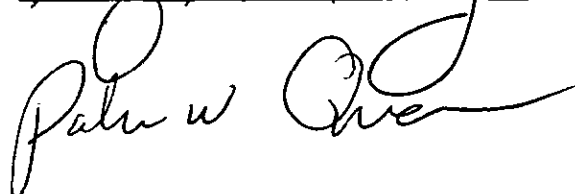


Corporation Counsel
301 County Building
Port Huron, MI 48060









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 _____, 1993, 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 ____ day of _____, 1993.



Marion Sargent

COUNTY CLERK
County of St. Clair, Michigan

DAA06D19

RESOLUTION 93-02
CITY OF YALE
COUNTY OF ST. CLAIR, MICHIGAN

FOR ASSISTANCE IN FINANCING

Minutes of a regular meeting of the City Council of the City of Yale, County of St. Clair, Michigan (the "Local Unit"), held in the City Hall in said Local Unit on the 8th day of February, 1993 at 7:30 p.m., Eastern Standard Time.

PRESENT: Council Members: Gardner, Gartner, Gorman, Marcetti, Molesworth, Winters

ABSENT: Council Members: None

The following preamble and resolution were offered by Council Member Winters and supported by Council Member Molesworth.

WHEREAS, this Local Unit has determined that it is necessary for the public health, safety and welfare of the Local Unit and to comply with Michigan Department of Natural Resources ("DNR") regulations and permits regarding combined sewer overflow to construct sewer system improvements to service the Local Unit, such improvements to consist of separation of storm and sanitary sewers and improvements and extensions to the sewer system and all related appurtenances and construction and repairing of certain sidewalks and roadways occasioned by such separation of storm and sanitary sewers (the "Project"); and

WHEREAS, after extensive study it has been determined that it is not desirable for the Local Unit to finance the Project alone; and

WHEREAS, the County of St. Clair has established a Department of Public Works (the "DPW") under the terms of Act 185, Public Acts of Michigan, 1957, as amended (the "Act"), with authority to acquire and finance improvements such as the Project for public corporations within the County;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. It is hereby determined that it is impractical and financially undesirable for the Local Unit to undertake the Project alone.
2. The Local Unit hereby requests the assistance of the DPW in the acquisition and financing of the Project under the terms of the Act; the Project to be operated, administered and maintained by said Local Unit after construction.

3. The Local Unit hereby recommends that the DPW employ the following consultants already working with the Local Unit in connection with the Project:

As bond counsel: Jaffe, Raitt, Heuer & Weiss,
Professional Corporation, Detroit,
Michigan

As engineers: McNamee, Porter & Seeley
Ann Arbor, Michigan

As financial consultant: Stauder, Barch & Associates, Inc.
Ann Arbor, Michigan

4. The Local Unit and all agents and employees shall cooperate with the DPW to the end that there may be issued as promptly as possible County of St. Clair bonds, in one or more series, in the approximate aggregate amount not to exceed \$3,200,000, which amount will be sufficient to pay the presently estimated total cost of the Project. Said bonds shall be retired out of payments made by the Local Unit to the County of St. Clair through the DPW in amounts fully sufficient to meet all principal and interest requirements thereon. County full faith and credit as secondary security for the bonds is also requested.
5. The Local Unit hereby agrees to reimburse the County and the DPW for all expenses incurred in connection with the Project, should the financing and construction of the Project not be completed for any reason whatsoever.
6. The Local Unit hereby authorizes the DPW to notify the Michigan Department of Treasury of the County's intent to issue the bonds described herein, to pay the related fee from funds to be received from the Local Unit and to request an order providing an exception for the bonds from prior approval by the Department of Treasury, and hereby authorizes and directs the City Administrator to execute and file in the name of and on behalf of the City, an application for order of approval or a notice of intent to issue an obligation with the Department of Treasury and to pay the related fee, if any.
7. 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: Winters, Gardner, Gartner, Gorman, Marcetti, Molesworth

NAYS: Members: None

RESOLUTION DECLARED ADOPTED BY THE CITY COUNCIL OF THE CITY OF YALE
ON FEBRUARY 8, 1993.



CITY CLERK

CERTIFICATION

I, the City Clerk of the City of Yale, hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Yale, County of St. Clair, Michigan, at a regular meeting held on February 8, 1993, 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.



City Clerk

CITY OF YALE
RESOLUTION
93-04

At a regular meeting of the Common Council of the City of Yale on February 8, 1993 at 7:30pm the following Resolution was offered:

Moved by Winters Supported by Gardner

RESOLUTION NAMING AUTHORIZED REPRESENTATIVE FOR SRF LOAN PROGRAM

WHEREAS, the City of Yale has developed a plan to separate the city sewers, and

WHEREAS, the City is entering into an agreement with the Department of Public Works of St. Clair County for the issuance of bonds through the State Revolving Fund, and

WHEREAS, it is necessary to designate an authorized representative to sign required documents.

NOW THEREFORE BE IT RESOLVED, that the Common Council of the City of Yale designates John Perry, Director of the St. Clair County DPW, as authorized representative for the purpose of signing required documents relating to the State Revolving Fund Program.

BE IT FURTHER RESOLVED, that copies this resolution be sent to the St. Clair County DPW, the St. Clair County Board of Commissioners and the MDNR. (MDNR is requested to copy all documents to Yale City Manager, John Osborn, in addition to Mr. Perry.)

Approval


Ayes: Gartner, Gorman, Marcetti, Molesworth, Winters, Gardner

Nays: 0

Absent: None

STATE OF MICHIGAN
ST. CLAIR COUNTY

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted by the City of Yale Common Council at a regular meeting held on the 8th day of February, 1993.


Linda Cronin, Clerk
City of Yale
111 W. Mechanic St.
Yale, MI 48097

RESOLUTION NO. 93 - 02

BOARD OF PUBLIC WORKS
OF THE COUNTY OF ST. CLAIR

DESIGNATED REPRESENTATIVE
SRF Project #5068
CITY OF YALE
SD XI-1993 Series

WHEREAS, the City of Yale has requested assistance from the St. Clair County Department of Public Works for improvements to SD XI; and

WHEREAS, the City of Yale will be applying for a State Revolving Fund Loan from the Michigan Department of Natural Resources for improvements to their sewer separation system; and

WHEREAS, the City of Yale has requested that the Director of the Department of Public Works be designated as the authorized representative for the above mentioned project;

NOW, THEREFORE, BE IT RESOLVED, That the Board of Public Works recommends the St. Clair County Board of Commissioners designate the Director of the St. Clair County Department of Public Works as the authorized representative for the City of Yale Sewer Separation System State Revolving Fund Loan Project #5068.

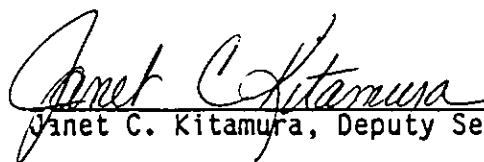
AYES: Commissioner McCormick
Commissioner Foley

NAYS: 0

ABSENT: Commissioner Street

* * * * *

I hereby certify that the foregoing is a true and correct copy of a portion of the minutes of a special meeting of the Board of Public Works of the County of St. Clair held on Tuesday, February 9, 1993 at 9:00 a.m. in the St. Clair County Road Commission's Central Service Center, 21 Airport Drive, St. Clair, Michigan.


Janet C. Kitamura, Deputy Secretary

ACKNOWLEDGEMENT AND RATIFICATION
OF SPECIAL MEETING

I, Walter Street, being a duly appointed and acting member of the St. Clair County Board of Public Works of the County of St. Clair, State of Michigan, do hereby certify that I received due and timely notice of special meeting of said Board of Public Works called for to be held on February 9, 1993; that I am not able to attend said meeting; that I waive any requirements for prior notice of said meeting; and that I ratify and confirm the actions to be taken by said Board of Public Works on said date.

Walter M. Street

Dated: Feb. 3, 1993

RESOLUTION NO. 93-03

BOARD OF PUBLIC WORKS
COUNTY OF ST. CLAIR, MICHIGAN

RECOMMENDING THAT
COUNTY APPROVE CONSTRUCTION OF
SEWAGE DISPOSAL SYSTEM IMPROVEMENTS

Minutes of a meeting of the Board of Public Works of the County of St. Clair, Michigan, held in said County on the 9th day of February, 1993, at ~~XXXX~~ ^{9:00} o'clock ^{A.M.} ~~XXXX~~ Eastern Standard Time.

PRESENT: Members McCormick, Foley

ABSENT: Members Street

The following preamble and resolution were offered by Member Foley and supported by Member McCormick.

WHEREAS, the City of Yale (the "City") has presented to this Board a request that the County of St. Clair, through the St. Clair County Department of Public Works, issue one or more series of bonds in the approximate aggregate amount of \$3,200,000, payable from contractual payments to be made by the City to the County of St. Clair through said Department of Public Works, said bonds to finance the costs of construction of sewage disposal system improvements to service said City, such improvements to consist of the separation of storm and sanitary sewers, other modifications and improvements to the sewage disposal system and all related appurtenances and replacement or repair of sidewalks and roadways occasioned by such construction; 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 the City alone but that said project is necessary for the public health, safety and welfare of the City 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; and

WHEREAS, the Board of Public Works has recommended adoption by the County Board of Commissioners of the attached resolution, which authorizes the project within the St. Clair County Sewage Disposal System No. XI (City of Yale) Sewage Disposal District previously established by the Board of Commissioners of the County of St. Clair.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This Board does hereby recommend to the Board of Commissioner of the County of St. Clair that said Board of Commissioners give its approval to the aforesaid project as the construction of sewage disposal system improvements and modifications, and authorize 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 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. 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 the City and other parties involved for the execution of contracts covering the acquisition, construction, financing and operation of the project.

3. The City and the St. Clair County Department of Public Works recommend the employment of the following consultants already working with the City in connection with the project:

As bond counsel: Jaffe, Raitt, Heuer & Weiss, Professional Corporation, Detroit, Michigan

As financial consultant: Stauder, Barch & Associates, Ann Arbor, Michigan

As engineers: McNamee, Porter & Seeley, Inc. Ann Arbor, Michigan

4. This Board hereby estimates the total cost of constructing the project to be \$3,200,000, 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. The Board of Public Works hereby recommends adoption by the County Board of Commissioners of the attached resolution.

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 McCormick, Foley
NAYS: Members 0

RESOLUTION DECLARED ADOPTED.


Deputy Secretary

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~~ ^{special} ~~XXXXXX~~ meeting held on February 9, 1993 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

DAA06D15

ACKNOWLEDGEMENT AND RATIFICATION
OF SPECIAL MEETING

I, Walter Street, being a duly appointed and acting member of the St. Clair County Board of Public Works of the County of St. Clair, State of Michigan, do hereby certify that I received due and timely notice of special meeting of said Board of Public Works called for to be held on February 9, 1993; that I am not able to attend said meeting; that I waive any requirements for prior notice of said meeting; and that I ratify and confirm the actions to be taken by said Board of Public Works on said date.

Walter M Street

Dated: Feb. 3, 1993

RESOLUTION 93- 3

ACKNOWLEDGING COUNTY-WIDE TRANSPORTATION PLANNING PROGRAM AND
MEMBERSHIP ON ITS POLICY COMMITTEE

WHEREAS, the Port Huron Urban Area Transportation Study wishes to expand its study area, change its name and reorganize its Policy Committee structure, and

WHEREAS, the Port Huron Urban Area Transportation Study organized under Michigan Public Act 200 of 1957, and

WHEREAS, the Port Huron Urban Area Transportation Study has served as a comprehensive, cooperative and continuing transportation planning program in St. Clair County since April 1982, and

WHEREAS, the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) and Clean Air Act Amendments of 1990 (CAAA) mandates that transportation planning programs be established within areas designated as non-attainment for air quality, and

WHEREAS, the whole of St. Clair County is part of the Southeast Michigan non-attainment area, and

WHEREAS, the Port Huron Urban Area Transportation Study Policy Committee took action on May 28, 1992, to expand its boundaries to encompass the entire county, and also took action to restructure its Policy Committee membership to be partly based upon local representatives appointed from county commissioner districts, and

WHEREAS, the PHUATS Policy Committee selected the name St. Clair County Transportation Study (SCCTS) at their August 27, 1992, meeting.

NOW, THEREFORE, BE IT RESOLVED that the St. Clair County Board of Commissioners confirms that the transportation planning program for St. Clair County shall be known hereafter as the St. Clair County Transportation Study (SCCTS), and

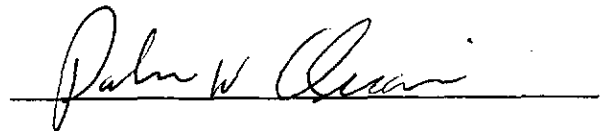
BE IT FURTHER RESOLVED, that the St. Clair County Board of Commissioners confirms that the St. Clair County Transportation Study (SCCTS) Policy Committee shall now consist of eleven (11) members as follows: one (1) from each of the seven (7) commissioner districts, appointed by the commissioner from each respective district, and one (1) from each of the following: the Blue Water Area Transportation Commission, the St. Clair County Board of Commissioners, the County Metropolitan Planning Commission, and the St. Clair County Road Commission; and four (4) ex-officio members, one (1) from each of the following: the Southeastern Michigan Council of Governments, the Michigan Department of Transportation (MDOT) Bureau of Transportation Planning, the Federal Highway Administration (FHWA), and the Suburban Mobility Authority for Regional Transit (SMART).

Dated: February 10, 1993

Reviewed and Approved by:


Elwood L. Brown
Corporation Counsel







RESOLUTION 93-2

SUPPORTING ASSESSMENT LIMITATION

WHEREAS, the State Legislature enacted an assessment freeze which will end in 1993, requiring a two-year increase in assessments; and

WHEREAS, the State of Michigan relies too heavily on the property tax, resulting in a burden on St. Clair County taxpayers; and

WHEREAS, St. Clair County is required by State law to assess property at fifty percent of market value; and

WHEREAS, St. Clair County does not wish to burden its tax-payers with a two-year assessment increase in one year; and

NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners requests the State Legislature to adopt for 1993, a limitation on homestead assessment that is no more than the CPI.

BE IT FURTHER RESOLVED, that the St. Clair County Board of Commissioners urges the Governor and Legislature to reform Michigan's taxing system in a way that provides property tax relief and allows local governments to maintain an adequate level of services; and

BE IT FURTHER RESOLVED, that the St. Clair County Board of Commissioners directs the County Administrator to forward a copy of this Resolution to the Governor, the State Representatives, the State Senator, the Michigan Municipal League, and the Southeast Michigan Council of Governments (SEMCOG).

DATED: February 10, 1993

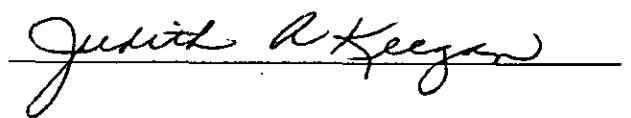
Reviewed and Approved by:



ELWOOD L. BROWN
County Corporation Counsel
301 County Building
Port Huron, MI 48060







RESOLUTION 93-1

ADOPTING AND APPROVING THE EXECUTION OF THE GRANT AMENDMENT BY THE COUNTY OF ST. CLAIR, MICHIGAN, AND THE UNITED STATES OF AMERICA, FEDERAL AVIATION ADMINISTRATION, FOR THE PURPOSE OF OBTAINING FEDERAL AID FOR THE DEVELOPMENT OF THE ST. CLAIR COUNTY INTERNATIONAL AIRPORT, UNDER PROJECT NO. 3-26-0080-0389

BE IT RESOLVED by the Members of the Board of Commissioners of St. Clair County, Michigan:

Section 1. That the County of St. Clair, Michigan, shall enter into a Grant Amendment for the development of the St. Clair County International Airport and that such Grant Amendment shall be as set forth hereinbelow:

Section 11. That the Chairperson of the St. Clair County Board of Commissioners of St. Clair County, Michigan, is hereby authorized and directed to execute said Grant Amendment in four (4) copies on behalf of the County of St. Clair, Michigan, and the Clerk of the County is hereby authorized and directed to impress the official seal and to attest said execution.

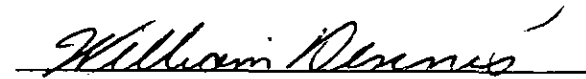


Section 111. That the Grant Amendment referred to hereinabove shall be as follows, according to the AMENDMENT NO. 1 TO GRANT AGREEMENT, dated January 4, 1993, as attached hereto and incorporated herein.

DATED: January 27, 1993

Reviewed and Approved by:



ELWOOD L. BROWN
County Corporation Counsel
301 County Building
Port Huron, MI 48060

C E R T I F I C A T E

I, _____, the duly appointed, qualified, and Acting Clerk of the County of St. Clair, Michigan, do hereby certify that the attached extract from the minutes of a _____ meeting of the Board of Commissioners of St. Clair County, Michigan, held on _____, 1993, is a true and correct copy of the 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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of the County of St. Clair, Michigan, this ____ day of _____, 1993.

St. Clair County Clerk

(SEAL)



ST. CLAIR COUNTY PROSECUTING ATTORNEY

MEMORANDUM

TO: DONALD E. DODGE, ADMINISTRATOR
FROM: ELWOOD L. BROWN, PROSECUTING ATTORNEY *ELB*
DATE: JANUARY 20, 1993
RE: RESOLUTION FOR ST. CLAIR COUNTY INTERNATIONAL
AIRPORT GRANT AMENDMENT

I have reviewed a copy of the sample resolution regarding the above referenced matter. Under section 3 of that sample resolution should be typed the following "According to the amendment number 1 to grant agreement dated January 4, 1993, as attached hereto and incorporated herein." There also should be a signature line for the attestation by the chairman and the county clerk. Then attach a copy of the amendment number 1 to grant agreement to this resolution as an original.

If you have any questions please contact me as soon as possible inasmuch as Peter George and myself will be out of town at the time of the next county commission meeting and the meeting will be handled by an assistant prosecutor at that time.

ELB:cf

AMENDMENT NO.1 TO GRANT AGREEMENT

St. Clair County International Airport, Port Huron, Michigan
Project No. 89-1-3-26-0080-0389
Contract No. AIP-FA89-GL-1315

DATE OF OFFER: JAN 04 1993

WHEREAS, the Federal Aviation Administration (hereinafter referred to as the "FAA") has determined it to be in the interest of the United States that the Grant Agreement between the FAA, acting for and on behalf of the United States, and the County of St. Clair, Michigan (hereinafter referred to as the "Sponsor"), accepted by said Sponsor on the 28th day of June 1989, be amended in conformance with the Sponsor's application bearing the latest revision date of June 15, 1992, and as hereinafter provided; and

WHEREAS, the project costs, based on final construction costs, are greater than the as-bid costs contained in the Budget Information attached to and included in the Grant Agreement; and

WHEREAS, it was determined that the cost overruns were necessary to provide a safe, useful, and usable development; and

WHEREAS, it has been determined necessary to adjust project funding by increasing the maximum obligation of the United States under the Airport Improvement Program from \$676,726.00 to \$727,942.47.

NOW, THEREFORE, WITNESSETH:

That in consideration of the benefits to accrue to the parties hereto, the FAA, on the one part, and the Sponsor, on the other part, do hereby mutually agree that the said Grant Agreement be and hereby is amended as follows:

Delete Standard Condition No. 1 on page 2 of the Grant Agreement and substitute the following:

"The maximum obligation of the United States payable under this offer shall be \$727,942.47. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 512(b) of the Act, the following amounts are being specified for this purpose:

\$ -0- for planning
\$727,942.47 for airport development or noise program implementation."

All other terms and conditions of the Grant Agreement remain in full force and effect.

Project No. 89-1-3-26-0080-0389
St. Clair County International Airport
Port Huron, Michigan

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to said
Grant Agreement to be duly executed.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

BY Dean C. Nitz
DEAN C. NITZ
TITLE Acting Manager, DET ADO

Project No. 89-1-3-26-0080-0389
St. Clair County International Airport
Port Huron, Michigan

Executed this _____ day of _____, 1993.

County of St. Clair
(Name of Sponsor)

By _____

Title _____

(SEAL)

Attest: _____

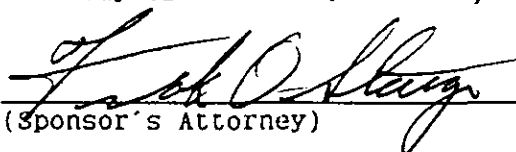
Title: _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Frank O. Staiger, _____, acting as Attorney for the Sponsor do hereby certify:

That I have examined the foregoing Amendment to the Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the execution thereof by said Sponsor has been duly authorized and is in all respects due and proper and in accordance with the laws of the State of Michigan and further that, in my opinion, said Amendment to the Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Port Huron, MI, this 27th day of January, 1993.



(Sponsor's Attorney)

Title Attorney

APPLICATION FOR FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION		2. DATE SUBMITTED	Applicant Identifier
Application <input checked="" type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		3. DATE RECEIVED BY STATE	State Application Identifier 77803
Preapplication <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier 3-26-0080-0389

5. APPLICANT INFORMATION	
Legal Name County Of St Clair	Organizational Unit: St Clair County Inter'l Airport
Address (Give city, county, state, and zip code) 21 Airport Drive Port Huron, Michigan 48060	Name and telephone number of the person to be contacted on matters involving this application John Perry 313-364-5720

6. EMPLOYER IDENTIFICATION NUMBER (EIN): 3 8 6 0 0 5 4 2 0	7. TYPE OF APPLICANT: (ENTER APPROPRIATE LETTER IN BOX) <input checked="" type="checkbox"/> B
8. TYPE OF APPLICATION: <input type="checkbox"/> New <input type="checkbox"/> Continuation <input checked="" type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es). <input checked="" type="checkbox"/> A <input type="checkbox"/> B A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration Other (Specify) _____	A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District H. Independent School Dist. I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organization N. Other (Specify) _____

9. NAME OF FEDERAL AGENCY: D. O. T. - F. A. A.

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER 2 0 1 0 6 TITLE: A.I.P.	11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: "Extend (1550' ± x 75'), light (MIRL - 4000' ±), and mark Runway 10/28; Rehabilitate and mark Runway 10/28 (1,400' ± x 75'); Install VADI'S and REIL'S on Runway 10 and 28."
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12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.) County Of St Clair	14. CONGRESSIONAL DISTRICTS OF MICHIGAN
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13. PROPOSED PROJECT	14. CONGRESSIONAL DISTRICTS OF
Start Date Ending Date a. Applicant 12	b. Project 12

15. ESTIMATED FUNDING	16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
a. Federal \$ 51,216.47 b. Applicant \$ - 4,154.75 c. State \$ - 3,029.75 d. Local \$ e. Other \$ f. Program Income \$ g. TOTAL \$ 44,031.97	a. YES THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE _____ b. NO <input type="checkbox"/> PROGRAM IS NOT COVERED BY E.O. 12372 <input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW <input type="checkbox"/> Yes if "Yes," attach an explanation <input type="checkbox"/> No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED		
a. Typed Name of Authorized Representative Oliver House <i>Oliver House</i>	b. Title Admin, Airport Development	c. Telephone number 517-373-1834
d. Signature of Authorized Representative <i>Oliver House</i>		e. Date Signed 6-15-92

SECTION IV-REMARKS (Please reference to

item number from Sections I, II or III, if applicable)

The purpose of amendment no. 1 is to request \$51,216.47 of federal funds as actual cost exceeded the estimates due to additional clearing and grubbing on runway 10 (7:1 back slopes); 30" concrete culvert to maintain proper drainage; on-site borrow excavation as sand was found unacceptable; additional unclassified excavation and on-site topsoil and turbing; 4 BK - 4" duct concrete encased across apron to provide a continuous duct run across apron to the electrical vault; and relocate medium intensity stake mounted light (as built quantities).

The original grant was executed on June 28, 1989, for \$676,726.00. The project application was accepted by the Michigan Aeronautics Commission and was signed by the Director on April 19, 1989.

PART III - BUDGET INFORMATION - CONSTRUCTION

SECTION A - GENERAL

1. Federal Domestic Assistance Catalog No. 20.106

2. Functional or Other Breakout

SECTION B - CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$10,500.00	(7,671.05)	\$2,828.95
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees	73,000.00	(2,598.01)	70,401.99
5. Other architectural engineering fees			
6. Project inspection fees	79,000.00	(18,089.62)	60,910.38
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project Improvement	589,418.00	85,265.65	674,683.65
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)	751,918.00	56,906.97	808,824.97
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)	751,918.00	56,906.97	808,824.97
17. Less: Ineligible Exclusions	12,875.00	(12,875.00)	0.00
18. Add: Contingencies	12,875.00	(12,875.00)	0.00
19. Total Project Amt.(Excluding Rehabilitation Grants)	751,918.00	56,906.97	808,824.97
20. Federal Share requested of Line 19	676,726.00	51,216.47	727,942.47
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (Lines 20 & 21)	676,726.00	51,216.47	727,942.47
23. Grantee share	44,596.00	(4,154.75)	40,441.25
24. Other shares (State)	43,471.00	(3,029.75)	40,441.25
25. Total project (Lines 22, 23, & 24)	764,793.00	44,031.97	808,824.97

SECTION C - EXCLUSIONS

Cost Classification	Ineligible for Participation (1)	Excluded from Contingency Provision (2)
28.		
a.		
b.		
c.		
d.		
e.		
f.		
g. Totals	\$0.00	

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	40,441.25
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL - Grantee share	40,441.25
28. Other Shares	40,441.25
a. State Act 300 PA 1988	40,318.70
b. Other Contribution	122.55
c. Total Other Shares	40,441.25
29. TOTAL	80,882.50

SECTION E - REMARKS

PART IV PROGRAM NARRATIVE (Attach - See Instructions)

MICHIGAN DEPARTMENT OF TRANSPORTATION
 FINANCIAL OPERATIONS DIVISION
 ACCOUNTING SECTION - PROJECT ACCOUNTING UNIT
 SUMMARY OF PROJECT COSTS

AIRPORT: ST. CLAIR COUNTY INT'L AIRPORT, PORT HURON, MI
 PROJECT #: 3-26-0080-0389
 JOB #: 29134A,C; 29135A,C; 29136C
 ITEM #: AL343
 MAXIMUM GRANT AMOUNT: \$676,726.00
 GRANT #: AIP-FA89-GL-1315

	<u>Non-AIP</u> <u>Expenditures</u>	<u>AIP</u> <u>Expenditures</u>	<u>Total</u> <u>Expenditures</u>	<u>Federal</u> <u>Share</u>
<u>A. Administrative Expense</u>				
AERO - Salaries, Fringes, Travel	\$ 0.00	\$ 773.06	\$ 773.06	\$ 695.75
Advertising, including printing	0.00	2,055.89	2,055.89	1,850.30
Total Administrative Expense	\$ 0.00	\$ 2,828.95	\$ 2,828.95	\$ 2,546.06
 <u>D. Basic Engineering</u>				
AERO - Salaries, Fringes, Travel	\$ 0.00	\$ 415.81	\$ 415.81	\$ 374.23
Whitworth-Borta, Inc. Agr. 89-0145, 90-1010	0.00	69,986.18	69,986.18	62,987.56
Total Basic Engineering	\$ 0.00	\$ 70,401.99	\$ 70,401.99	\$ 63,361.79
 <u>F. Project Inspection Fees</u>				
AERO - Salaries, Fringes, Travel	\$ 0.00	\$ 1,262.22	\$ 1,262.22	\$ 1,136.00
Whitworth-Borta, Inc. Agr. 89-0145, 90-1010	0.00	59,648.16	59,648.16	53,683.34
Total Project Inspection Fees	\$ 0.00	\$ 60,910.38	\$ 60,910.38	\$ 54,819.34
 <u>K. Construction</u>				
Contract #FM 77-3-C38	\$ 0.00	\$ 518,500.04	\$ 518,500.04	\$ 466,650.04
Contract #FM 77-3-C39	0.00	156,183.61	156,183.61	140,565.25
Total Construction	\$ 0.00	\$ 674,683.65	\$ 674,683.65	\$ 607,215.28
 TOTAL PROJECT COSTS	\$ 0.00	\$ 808,824.97	\$ 808,824.97	\$ 727,942.47

AMENDMENT REQUEST IN THE AMOUNT OF \$51,216.47 SUBMITTED WITH FINAL ACCOUNTING TO FAA.

Federal share of AIP project costs	\$ 727,942.47	
Less: Original Grant	(676,726.00)	
Amendment Request	\$ 51,216.47	

MICHIGAN DEPARTMENT OF TRANSPORTATION
 FINANCIAL OPERATIONS DIVISION
 ACCOUNTING SECTION – PROJECT ACCOUNTING UNIT
ESTIMATED FINAL ACCOUNTING

AIRPORT: ST. CLAIR COUNTY INT'L, PORT HURON
 PROJECT #: 3-26-0080-0389
 ITEM #: AL343
 REVENUE ACCOUNT #: 114-92-680
 CAPITAL OUTLAY ACCOUNT #: 114-59-5591
 ACT 300, P.A. 1988

Prepared by Rosemary Gabe, 6/10/92

FINANCIAL DISTRIBUTION

	<u>Federal</u>	<u>State</u>	<u>Local</u>	<u>Total</u>
Allotment	\$ 676,726.00	\$ 43,471.00	\$ 44,596.00	\$ 764,793.00
Federal Aid Received	\$ 727,942.47			\$ 727,942.47
State Contribution per Act		43,471.00		43,471.00
AERO Staff Charges		2,451.09		2,451.09
Local Deposit			0.00	0.00
Locally Incurred Costs			63,664.41	63,664.41
Total Project Contributions	\$ 727,942.47	\$ 45,922.09	\$ 63,664.41	\$ 837,528.97

PROJECT COST DISTRIBUTION

	<u>Federal</u>	<u>State</u>	<u>Local</u>	<u>Total</u>
A. Administrative Expense				
AERO – Salaries, Fringes, Travel	\$ 695.75	\$ 38.65	\$ 38.66	\$ 773.06
Advertising, including printing	1,850.30	102.80	102.79	2,055.89
Total Administrative Expense	\$ 2,546.05	\$ 141.45	\$ 141.45	\$ 2,828.95
D. Basic Engineering				
AERO – Salaries, Fringes, Travel	\$ 374.23	\$ 20.79	\$ 20.79	\$ 415.81
Whitworth – Borta, Inc.	62,987.56	3,499.31	3,499.31	69,986.18
Total Basic Engineering	\$ 63,361.79	\$ 3,520.10	\$ 3,520.10	\$ 70,401.99
F. Project Inspection Fees				
AERO – Salaries, Fringes, Travel	\$ 1,136.00	\$ 63.11	\$ 63.11	\$ 1,262.22
Whitworth – Borta, Inc.	53,683.34	2,982.41	2,982.41	59,648.16
Total Project Inspection Fees	\$ 54,819.34	\$ 3,045.52	\$ 3,045.52	\$ 60,910.38
K. Construction				
Contract #FM 77-3-C38	\$ 466,650.04	\$ 25,925.00	\$ 25,925.00	\$ 518,500.04
Contract #FM 77-3-C39	140,565.25	7,809.18	7,809.18	156,183.61
Total Construction	\$ 607,215.29	\$ 33,734.18	\$ 33,734.18	\$ 674,683.65
TOTAL PROJECT COSTS	\$ 727,942.47	\$ 40,441.25	\$ 40,441.25	\$ 808,824.97

SETTLEMENT OF ACCOUNT

	<u>Federal</u>	<u>State</u>	<u>Local</u>	<u>Total</u>
Total Project Contributions	\$ 727,942.47	\$ 45,922.09	\$ 63,664.41	\$ 837,528.97
Less: Total Project Costs	(727,942.47)	(40,441.25)	(40,441.25)	(808,824.97)
Amount to be distributed	\$ 0.00	\$ 5,480.84	\$ 23,223.16	\$ 28,704.00