

RESOLUTIONS 1994

- 94-1 Approving Cooperative Reimbursement IV-D Program Agreement for the St. Clair County Prosecuting Attorney for 1994
- 94-2 ~~Approving~~ Cooperative Reimbursement IV-D Program Agreement for the St. Clair County Friend of the Court
- 94-3 **Designating** the St. CLair County Health Département As the Regional Substance Ab. use Coordinating Agency
- 94-4 Adopting Collective Bargaining Agreement between St. Clair County and St. Clair County Probate Court Juvenile Counselors Association
- 94-5 Approving Cooperative Reimbursement IV-D Program 1993 Amendment Agreement for the St. Clair County Friend of the Court
- 94-6 Supporting Drug Free School Zones Throughout St. Clair County
- 94-7 Annual REport - Drain Commissioner
- 94-8 Authorizing Installment Purchase Agreement for Compressor and Air Control System
- 94-9 Adopting and Supporting 1994 Amendments to the St. Clair County Recreation Plan
- 94-10 Resolution to Approve Application to the Department of Natural Resources for Funds to Construct a Bathroon Facility and Accessibility Improvement at the County Park at Goodells
- 94-11 Resolution to Approve Application to the Department of Natural Resources for Funds to make structural Renovations to the Community Center at the County Park in Goodells.
- 94-12 Supporting the Home and Community Based Medicaid Waiver Program
- 94-13 Approving 1994 County Equalization Report
- 94-14 Placing a County Library Millage on the Ballot for the August Primary
- 94-15 Relating to the State of Michigan's Obligation to Sufficiently Fund Trial Court Expenses as Obligated Under MCL 600.9947 (1)
- 94-16 Placing the Renewal of the Senior Citizens Millage on Ballot for August Primary
- 94-17 Establishing Reimbursement Policies for the Transssport of a Deceased Person's Body
- 94-18 Authorizing Placement of a Question on the August 1994 Primary Election Ballot: Establishment of a Dedicated Parks and Recreation Millage
- 94-19 Demanding that Previous Action Taken by the Board of Director of the Human Development Commission Impacting Substance Abuse Services in St. Clair County be immediately rescinded

- 94-20 Approving Cooperative Reimbursement IV-D Program
1993 Amendment Agreement for the St. Clair County Friend
of the Court
- 94-21 Requesting Withhold of Lands and Appointing Agent for
Specific Performance
- 94-22 Urging the Federal Administration on Aging to Reconsider
Proposed Regulations on Intrastate Funding Formulas
- 94-23 Resolution Establishing Water Supply System for Part of the
County fo St. Clair - St. Clair County Water Supply System
No. IX - (Burtchville Township)
- 94-24 County Board of Commissioners of the County of St. Clair
Authorizing the County Department of Public Works to
Proceed with Project
- 94-25 Resolution of Withdrawal from Suburban Mobility Authority
for Regional Transportation (Smart)
- 94-26 Supporting Intrastate Waste Flow Control Over Solid Waste
94-27 St. Clair County Sewage Disposal System V St. Clair Township
- Resolution Approving DPW Bond Maturities
- 94-28 Opposing the State of Michigan Department of Social Services
Sixteenth Draft of the Funding Proposal for the Child
Care Fund
- 94-29 Regarding Closure of Ameritech's Port Huron Business
and Consumer Services Center
- 94-30 Resolusion to Amend County Employees Retirement Plan
to Grant Increase to retirees or Beneficiaries
Retiring Prior to January 1, 1990
- 94-31 Authorizing Issuance of Letter of Credit for Account of County of St. Clair
- 94-32A REsolution Submitting Millage Proposition and Bonding Prop.
- 94-33 Adopting Prisoner Reimbursement Program
- 94-34 Authorizing Planning Commission to apply for Grants for
Community Development and Improvement
- 94-35 Regarding Civil Rights Within St. Clair County
- 94-36 Confirming Road Commission Contract with Certified Public
Accountants

- 94-37 Revising Article IV of the St. Clair County Employees' Retirement System Ordinance
- 94-38 Authorizing Full Faith and Credit for Payment of a Note for the Bowman Drain Enclosure
- 94-39 Setting a Proposed County Operating Tax Rate
- 94-40 Adopting Collective Bargaining Agreement between St. Clair County and Probate Court Supervisors Association
- 94-41 Relative to Annual Drain Assessments
- 94-42 Waiving Interest accrued on Taxes Collected by Local Units
- 94-43 To Strongly Urge the State Legislative to work towards Better Funding of Local Roads and Bridges
- 94-44 Apportioning Taxes for 1994
- 94-45 Adopting Collective Bargaining Agreement between St. Clair County and Probate Court Clerical Employees - TPOAM
- 94-46 Establishing a Deferred Compensation Plan With Consolidated Financial Corporation
- 94-47 Supporting the 1994 Overall Economic Development Program
- 94-48 Amending the 1994 Budgets of the General Fund
- 94-49 Establishing Compensation for St. Clair County Board of Commissioners
- 94-50 Establishing Compensation to be Paid to Members of St. Clair County Road Commission
- 94-51 Establishing Compensation to be Paid Members of Social Services Board
- 94-52 Relative to Per Diems for Boards and Commissions
- 94-53 Establishing Salaries of Specific County Officers for 1995
- 94-54 Establishing Salaries of Specific Classifications Subject to Wage Grade Plan for 1995

- 94-60 Distributing the 1995 County Road Appropriation
- 94-61 Regarding Marine Enforcement Program
- 94-62 Resolution adopting and Approving Execution of the Grant Agreement for the Purpose of Obtaining Federal Aid for the Development of the St. Clair County International Airport.
- 94-55 Appropriating Drug Task Force Millage Funds for 1995
- 94-56 Appropriating County Library System Operation Millage Funds for 1995
- 94-57 Appropriating County Parks and Recreation Millage Funds for 1995
- 94-58 Appropriating Senior Citizens Millage Funds for 1995
- 94-59 Adopting 1994 Budget
- 94-63 Approving Contract for State/Local Crack Sealing St. Clair County International Airport
- 94-64 Adopting 1995 Special Revenue, Debt Service and Other Specific Funds Budgets and Amending the 1994 General Fund, Special Revenue and Debt Service Funds Budgets
- 94-65 Adopting Collective Bargaining Agreement Between St. Clair County and Professional Nurses Association - MNA
- 94-66 Establishing Compensation for St. Clair County Board of Commissioners - Amending Resolution 94-49
- 94-67 Establishing Compensation to be Paid to Members of St. Clair County Road Commission Amending Resolution 94-50
- 94-68 Establishing Compensation to be Paid to Members of the Social Services Board - Amending Resolution 94-51
- 94-69 Adopting Collective Bargaining Agreement Between St. Clair County and Friend of Court Employees - Seiu

RESOLUTION 94-22

URGING THE FEDERAL ADMINISTRATION ON AGING TO RECONSIDER PROPOSED REGULATIONS ON INTRASTATE FUNDING FORMULAS

WHEREAS, the Older American Act of 1965, as amended, is intended to benefit all older adults aged sixty (60) years and older with special attention given to those with low incomes and social needs; and

WHEREAS, the Federal Administration on Aging's proposed regulations on intrastate funding formulas are confusing, misleading, and contrary to the intent of Older Americans Act; and

WHEREAS, the proposed regulations would require states to develop new intrastate funding formulas which would unfairly and inequitably redistribute Federal/State funds within their State; and

WHEREAS, the proposed regulations would require certain criteria to be used as the basis of the funding formula:

1. Regions with the largest concentration of low-income, minority older persons would be designated as "protected areas". Low-income being defined as 100% of the Federal poverty levels.
2. "Protected Areas" could never have the percentage of their Federal/State funds reduced; and

WHEREAS, if the proposed regulations are applied in Michigan the only area that qualifies as "protected" is Region 1-A, Detroit; and would require the rest of the State's regions to relinquish funding to support the additional funding for Detroit.

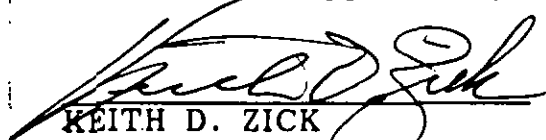
NOW, THEREFORE, BE IT RESOLVED: that the St. Clair County Board of Commissioners does hereby urge the Federal Administration on Aging to:

1. Eliminate inequitable criteria of "protected areas".
2. Use 150% of the Federal poverty level to determine "low-income".
3. Allow Michigan to continue to use its long established, fair, and equitable funding formula.

BE IT FURTHER RESOLVED: that the St. Clair County Board of Commissioners directs the Administrator/Controller's Office to forward this resolution to the Federal Administration on Aging, Michigan Office of Services to the Aging, Area Agency on Aging 1-B, and St. Clair County representatives in the Nation Legislature.

DATED: May 11, 1994

Reviewed and Approved by:



KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, MI 48040



St. Clair County Council on Aging, Inc.
P.O. BOX 611927 — PORT HURON, MICHIGAN 48061-1927 — PHONE (313) 987-8811

April 27, 1994

To The Senior Citizens of St. Clair County,

We have just learned that new regulations from the Administration on Aging in Washington could drastically reduce the amount of money available to this County to provide Senior Services. The Older Americans Act was never intended to be a welfare program but these changes would bring it very close to being that.

First, areas that have a large percentage of minority, low income seniors would be named as protected areas and could never have the percentage of their funding reduced. In Michigan the only area that qualifies as "protected" is Detroit. The rest of the State of Michigan would have to relinquish funding to support additional money for Detroit.

Second, the manner or formula that Michigan has used for twenty years to divide the money in the fairest possible way would be changed so that again Detroit would receive the lion's share of the funding and the rest of the State would lose funding. No consideration for low income or minority seniors in any other part of the State would be shown because they do not live in the "protected" area.

Would you please write a letter mentioning these points:

Reconsideration of the "protected areas", because this discriminates against all senior citizens who do not happen to live in the right area.

Allow Michigan to continue to use the same formula for division of the funding. This is a fair formula that considers all seniors in all parts of the State.

Allow 150% of the poverty level to determine "low income" status.

Address your letter to:

Mr. Edwin Walker, Associate Commissioner
Office of State & Community Programs
Administration on Aging, Room 4737
330 Independence Ave SW
Washington, D.C.

Send a copy to:

The Honorable David Bonior
U.S. Representative
Washington, D.C. 20515

Letters must arrive
before May 16, 1994

Thanks for your help.

Marion Bradtke

Marion

AREA AGENCY ON AGING 1-B

PRESENTATION ON AoA PROPOSED REGULATIONS
for INTRASTATE FUNDING FORMULAS

The Administration on Aging (AoA) proposed regulations offer a two-criteria test for AoA approval of Intrastate Funding Formulas (Federal Register, 3/17/94, p. 12731). While the proposed guidelines are intended to be "...outcome rather than process oriented and meet a standard of administrative simplicity," the AAA 1-B finds the proposed rules confusing, misleading, arbitrary and contrary to the intent of the Older Americans Act. This analysis is best understood by examining the two-criteria test that is proposed.

1. THE 51% STANDARD.

Before applying the two-criteria test, states must identify those regions in the state with HIGH CONCENTRATIONS OF LOW INCOME MINORITY older people. To do this, states must:

A. Identify the number of low income minority older people in each region (using 100% of poverty level and census data on minorities).

B. Translate each of those numbers into a percent of each region's total older population.

C. Rank the regions in descending order, according to the percent of low income minority older people compared to the total number of older people in each region.

D. Mark a cut-off on the list at the first point where the number of low income minority in the regions constitute 51% of the state's total low income minority older population.

E. The region or regions up to this 51% point are considered the regions with high concentrations of low income minority, and become the standard for judging whether a state formula is approved in AoA's proposed two-criteria test.

F. In Michigan, only Region 1-A falls within this 51% standard.

(See CHART - Identification of AoA's Proposed 51% Standard)

2. THE TWO-CRITERIA TEST.

Now use the 51% standard for low income minority regions to apply the two-criteria test.

A. First Criteria: For a formula to be approved, regions with high concentrations of low income minority (the "51% regions") may not lose money under a new formula, compared to funds they receive under the current formula with the best available data.

- In effect, the "51% regions" are held harmless at their funding levels under the current formula.

- This test is applied to any new formula that would change the formula currently in place.

B. Second Criteria: For a formula to be approved, the "51% regions" may not get less money under a current or proposed formula to be approved than they would get under a Two Factor formula, with the two factors being age 60+ and low income status (100% of poverty level).

AoA's example shows the two factors weighted equally by category, not by population, which is Michigan's traditional weighting method.

1. WEIGHTED POPULATION METHOD: For each formula factor, each individual in that population gets the same weight. Example:

<u>Factor = Mich. Population x Weight =</u>		<u>Result/Percent Total</u>	
		<u>Weighted Population</u>	
Age 60+	1,510,397	1	1,510,397 91%
Low Inc.	149,078	1	149,078 9%

Total Weighted Population: 1,659,475

- In effect, a low income older adult has a weight of 2 (i.e. is counted twice for purposes of the formula); a non-low income older adult has a weight of 1 (i.e. is counted once).

- In effect, in Michigan, low income 60+ status would drive 18% of the funds.

2. WEIGHTED CATEGORY METHOD: For each formula factor, the category itself gets the same weight. Example:

<u>Factor</u>	<u>x</u>	<u>Weight</u>	=	<u>Result/Percent Total</u>	<u>Weighted Category</u>
Age 60+		1		50%	
Low Inc.		1		50%	

- In effect, in Michigan, rather than having an equal weighting, a low income older adult would have a weight of 10.13 - greater than 10 times that of a non-low income senior. This means that \$10.73 would be allocated in FY 93 for each non low-income older person, and \$119.43 would be allocated for each low-income person.

- In effect, more than one-half the funds are driven by low income 60+ status, no matter what the actual number of low income elderly is.

- In reality, 57.5% of Michigan's allocation would be driven by low-income because of double-counting - low-income individuals are included in the 60+ category as well.

(See CHART - Results of Weighted Population vs Weighted Category Methods)

3. CONCLUSIONS.

Legislative intent for the Older Americans Act is that all older adults have access to services, and that certain groups of elderly are targeted: those who are low income and those with social needs, with special attention to the needs of low income minority seniors. AoA's proposed two-criteria test, while intended to be a measure of targeting, in fact does not target to most low-income persons, which contradicts the intent of the Older Americans Act, and results in a discriminatory application of the Act.

- A. The example in the proposed regulations, which uses the weighted category method for the test's second criteria, is confusing and misleading. It results in a means tested approach to allocating funds, and comes very close to transforming the Older Americans Act into a "welfare" program. AoA must not require states to interpret "weighting" the same way as in the example, but must allow flexibility for states to interpret formula weights using methods that best meet their needs.
- B. The use of the 51% cut-off in the low income minority population as the test standard is discriminatory. It does not protect the other 49% of low income minority seniors, nor does it consider the whole population of elderly who are poor, but do not belong to a minority group (more than 74% of the poor in Michigan). AoA

should not use an arbitrary, discriminatory standard that fails to protect targeted populations.

(See CHART - Regional Low Income Data)

- C. The use of 100% of poverty to indicate low income status is not the most accurate nor meaningful way to identify older adults in the greatest economic need. Many public benefit, means-tested programs are already limited to individuals at 100% of the poverty level. In addition, many poor seniors with incomes above this level have great economic need, due to out-of-pocket expenses for food, housing, health care, and medications. 150% of poverty should be used to indicate greatest economic need among the senior population.

(See CHART - Regional Low Income Data)

- D. The use of a "hold harmless" provision for 51% of the low income minority population, or any "hold harmless" provision, is an arbitrary and misleading indication of the results of targeting. A comparison of allocations per capita, for all the regions in a state, is a far more accurate and appropriate indicator of the effects of targeting in a state's formula. If regions that clearly have the largest numbers of low income and minority populations, also show a higher per capita allocation, the state's targeting efforts are achieving their desired effect through the formula. AoA should use a per capita comparison as the clearest test of the outcome of targeting efforts in a state.

(See CHART - Per Capita Comparisons)

4. ADVOCACY POINTS.

The AAA 1-B asks for your advocacy on four major points.

A. STATE FLEXIBILITY FOR CHOICE OF WEIGHTING METHOD.

- The "category weighting" method in AoA's example is too much like means testing, which is against the intent of the Older Americans Act.

- AoA should clarify that states have the flexibility to interpret weighting of formula factors using the method that meets their needs.

- AoA should clarify that states are not required to interpret weighting in the same way as the example in the regulations.

B. AOA'S 51% STANDARD IS DISCRIMINATORY.

- AoA should not use 51% of the low income minority population as the test standard, since this leaves other low income populations not protected, and is therefore discriminatory.

- 49% of the minority low income seniors would not be protected.

- In Michigan, 76.3% of poor older people would not be protected, because they don't live in the "51% Region" - this means 113,729 seniors below the poverty level.

C. 150% OF POVERTY IS MORE ACCURATE INDICATOR OF NEED.

- AoA should use 150% rather than 100% of poverty as the guideline, since this figure shows a level of need not met by many public benefit programs.

- The Older Americans Act is not intended to be a "welfare" program, but to be targeted to people with the greatest needs.

- Many older people who are under 100% of poverty are already eligible for public benefits such as housing, home care, food stamps, etc.

- Many older people just above the poverty level have great needs but are not eligible for means-tested public benefit programs.

D. PER CAPITA COMPARISON IS CLEARTEST TEST OF TARGETING.

- AoA should use a per capita comparison as the clearest method of testing the targeting efforts in a state's formula.

- If targeting is successful, the formula will result in areas with higher numbers of targeted older adults receiving a higher per capita allotment of funds.

**HOW TO ADVOCATE ON THE PROPOSED
AOA INTRASTATE FUNDING FORMULA REGULATIONS**

Written comments should be sent directly to the Administration on Aging at the following address:

Mr. Edwin Walker, Associate Commissioner
Office of State and Community Programs
Administration on Aging, Room 4737
330 Independence Avenue SW
Washington D.C. 20201

Copies of your comments should be sent to Senators Donald Riegle and Carl Levin at:

The Honorable (Name)
U.S. Senate
Washington D.C. 20510

Copies of your comments should be sent to your U.S. Representative at:

The Honorable (Name)
U.S. Representative
Washington D.C. 20515

Region 1-B U.S. Representatives are:

Representative David Bonior
Representative Bob Carr
Representative John Dingell
Representative William Ford
Representative Dale Kildee
Representative Joseph Knollenberg
Representative Sander Levin
Representative Nick Smith

ESTABLISHING SALARIES OF SPECIFIC CLASSIFICATIONS
SUBJECT TO THE WAGE GRADE PLAN FOR 1995:

WHEREAS, the St. Clair County Board of Commissioners has responsibility to establish the salary levels of all classifications subject to the Wage Grade Plan; and

WHEREAS, the Ways and Means Committee of the St. Clair County Board of Commissioners has reviewed and evaluated the compensation of said Wage Grade Plan subject classifications, and recommended the action specified herein to the Board of Commissioners, and the Board concluded that said action is due and appropriate.

NOW, THEREFORE, BE IT RESOLVED:

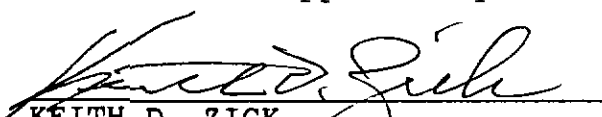
1) That the Wage Grade levels of classifications subject to the Wage Grade Plan, be, and the same hereby are established as specified in Exhibit "A" attached hereto, and made a part hereof by reference.

2) That the Wage Grade levels herein shall be for one year (1995) effective January 1, 1995.

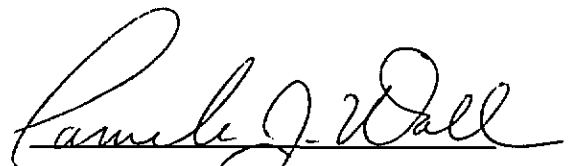

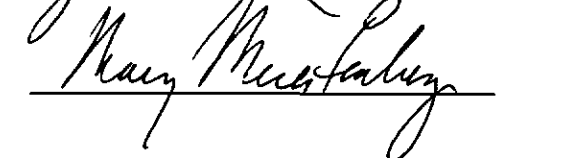
3) All resolutions and parts of resolutions in conflict with resolution, are to the extent of the conflict, hereby rescinded.

DATED: November 30, 1994

Reviewed and Approved by:



KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, MI 48040

1995
WAGE & GRADE
SCHEDULE

ADMINISTRATOR/CONTROLLER

099 - Payroll-Pension Officer
103 - Admin-Landfill Assistant
125 - Accountant/Auditor
172 - Deputy Admin/Controller

ANIMAL SHELTER

112 - Animal Control Officer

BUILDING OPERATIONS & MAINTENANCE

118 - Building & Grounds Supervisor
139 - Superintendent

CIRCUIT COURT

074 - Video Clerk
074 - Clerk Typist I
077 - Clerk Typist II
088 - Mediation Assignment Clerk
092 - Bailiff
099 - Administrative Secretary
112 - Bailiff/Law Clerk
134 - Court Reporter
161 - Court Administrator + \$10,000. Grant Pay

CLERK/REGISTER

074 - Clerk Typist I

COOPERATIVE EXTENSION

097 - Office Coordinator

DATA PROCESSING

112 - Computer Programmer
141 - Computer Services Director
160 - Computer Services Director
(Experienced)

DISTRICT COURT

099 - Administrative Secretary
107 - Comm. Serv. Work Progr. Coord.
223 - Administrator/Magistrate
+ \$10,000. Magistrate Pay

EMERGENCY SERVICES

074 - Emergency Management Tech.
136 - Coordinator

EQUALIZATION

176 - Director (Level III)
186 - Director (Level IV)

FRIEND OF COURT

107 - Court Investigator
122 - Accountant

LANDS & GRAPHICS

107 - Property Survey Supervisor

LIBRARY

136 - Librarian III

MENTAL HEALTH

094 - Reimbursement Manager
099 - Administrative Secretary
125 - Accountant/Auditor
139 - Fiscal Analyst
192 - M H Program Director
192 - M H Administrative Services Director
192 - M H Support Services Director

PERSONNEL

075 - Account Clerk I
077 - Clerk Typist II*
088 - Account Clerk II
088 - Secretary
176 - Director

PLANNING

183 - Director

PROBATE COURT

092 - Bailiff
097 - Process Server
099 - Administrative Secretary
176 - Attorney Referee
205 - Court Administrator

PROBATION

074 - Clerk Typist I
088 - Account Clerk II
118 - Probation Officer (1-5 Yrs.)
128 - Probation Officer (6-10 Yrs.)
149 - Chief Probation Officer

PROSECUTING ATTORNEY

131 - Victim's Rights Coord/Support Supv.

PUBLIC GUARDIAN

125 - Public Guardian

PUBLIC HEALTH

112 - WIC Director
114 - Health Educator
114 - Program/Prevention Coordinator
134 - Microbiologist
147 - PHN II/Clinic Coordinator
162 - Environmental Health Director
166 - Nursing Director
192 - Pediatric Nurse Pract.

RECYCLING

088 - Resource Recovery Coordinator

SHERIFF - JAIL

077 - Clerk Typist II
094 - Food Services Supervisor

VETERAN'S AFFAIRS

099 - Veteran's Counselor

EXHIBIT "A"

1995
 GRADE PLAN
 CLASSIFICATION SCHEDULE

<u>WAGE GRADE</u>	<u>CLASSIFICATION</u>
074	Circuit Court Clerk Typist I
074	Circuit Court Video Clerk
074	County Clerk Clerk Typist I
074	Probation Clerk Typist I
074	Emergency Management Technician
075	Personnel Account Clerk I
077	Circuit Court Clerk Typist II
077	Personnel Clerk Typist II
077	Jail Clerk Typist II
088	Circuit Court Mediation Assignment Clerk
088	Personnel Account Clerk II
088	Personnel Secretary
088	Probation Account Clerk II
088	Resource Recovery Coordinator
092	Circuit Court Bailiff
092	Probate Court Bailiff
094	Reimbursement Manager
094	Sheriff - Jail Food Services Supervisor
097	Process Server
097	Cooperative Extension Office Coordinator
099	Administrative Secretary
099	Mental Health Administrative Secretary
099	Controller's Payroll-Pension Officer
099	Veterans Counselor
103	Administrative-Landfill Assistant
107	District Court Community Services Work Program Coordinator
107	Property Survey Supervisor
107	Court Investigator
112	WTC Program Director
112	Computer Programmer
112	Circuit Court Bailiff/Law Clerk
112	Animal Control Officer
114	Health Educator
114	Public Health Program/Prevention Coordinator
118	Adult Probation Officer (1-5 Yrs.)
118	Building & Grounds Supervisor
122	Friend of Court Accountant
125	Administrator/Controller Accountant/Auditor
125	Mental Health Accountant/Auditor
125	Public Guardian
128	Adult Probation Officer (6-10 Yrs.)
131	Victim's Rights Coordinator/Support Staff Supervisor
134	Microbiologist
134	Circuit Court Reporter
136	Emergency Preparedness Coordinator
136	Librarian III
139	Fiscal Analyst
139	Building Operations & Maintenance Superintendent
141	Computer Services Director
147	PHN II/Clinic Coordinator
149	Chief Probation Officer
160	Computer Services Director (Experienced)
161	Circuit Court Administrator + \$10,000. Grant Pay
162	Environmental Health Director
166	Public Health Nursing Director
172	Deputy Admin/Controller
176	Probate Court Attorney Referee
176	Personnel Director
176	Equalization Director (Level III)
183	Planning Director
186	Equalization Director (Level IV)
192	M. H. Administrative Services Director
192	M. H. Program Director
192	M. H. Support Services Director
192	Pediatric Nurse Practitioner
205	Probate Court Administrator
223	District Court Administrator/Magistrate + \$10,000. Magistrate Pay

JOB CLASS SELECTED- *ALL SELECTED YEAR 1994 INCREASE 2.50 % FOR YEAR 1995

GRADE	BASE	6 MONTHS	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
JOB CLASS 000							
070	18,189	18,551	18,922	19,678	20,464	21,282	22,134
071	18,389	18,755	19,130	19,894	20,690	21,517	22,378
072	18,588	18,959	19,338	20,111	20,914	21,751	22,621
073	18,788	19,163	19,546	20,327	21,140	21,984	22,864
074	18,988	19,367	19,754	20,543	21,364	22,218	23,107
075	19,188	19,571	19,962	20,760	21,591	22,454	23,352
076	19,388	19,775	20,170	20,977	21,815	22,687	23,594
077	19,588	19,979	20,378	21,193	22,041	22,922	23,839
078	19,788	20,183	20,586	21,409	22,265	23,155	24,081
079	19,988	20,387	20,794	21,625	22,490	23,388	24,324
080	20,187	20,590	21,001	21,841	22,714	23,622	24,567
081	20,387	20,794	21,209	22,057	22,938	23,856	24,810
082	20,587	20,998	21,417	22,273	23,164	24,090	25,053
083	20,787	21,202	21,625	22,490	23,388	24,323	25,296
084	20,987	21,406	21,834	22,707	23,615	24,559	25,541
085	21,187	21,610	22,042	22,923	23,839	24,793	25,785
086	21,387	21,814	22,250	23,139	24,065	25,027	26,029
087	21,587	22,019	22,459	23,357	24,290	25,261	26,272
088	21,786	22,222	22,666	23,572	24,514	25,494	26,514
089	21,986	22,426	22,874	23,788	24,739	25,729	26,758
090	22,186	22,629	23,081	24,003	24,963	25,961	27,000
091	22,386	22,833	23,289	24,220	25,188	26,195	27,242
092	22,586	23,037	23,497	24,436	25,413	26,429	27,485
093	22,786	23,241	23,705	24,653	25,639	26,664	27,731
094	22,986	23,445	23,913	24,870	25,864	26,898	27,974
095	23,186	23,649	24,121	25,086	26,088	27,132	28,217
096	23,385	23,853	24,329	25,302	26,314	27,365	28,460
097	23,585	24,057	24,537	25,518	26,538	27,599	28,703
098	23,785	24,261	24,746	25,735	26,764	27,834	28,947
099	23,985	24,465	24,954	25,951	26,988	28,068	29,190
100	24,185	24,668	25,161	26,166	27,213	28,300	29,432
101	24,385	24,872	25,369	26,384	27,438	28,535	29,677
102	24,585	25,076	25,577	26,600	27,664	28,770	29,921
103	24,785	25,280	25,785	26,816	27,888	29,003	30,164
104	24,984	25,484	25,993	27,032	28,113	29,237	30,407
105	25,184	25,688	26,201	27,249	28,338	29,471	30,650
106	25,384	25,892	26,409	27,465	28,563	29,705	30,892
107	25,584	26,095	26,617	27,681	28,788	29,939	31,136
108	25,784	26,299	26,825	27,897	29,013	30,173	31,379
109	25,984	26,503	27,033	28,114	29,238	30,408	31,624
110	26,184	26,706	27,240	28,330	29,463	30,640	31,866
111	26,384	26,910	27,448	28,546	29,688	30,875	32,110
112	26,583	27,114	27,657	28,763	29,913	31,109	32,353
113	26,783	27,318	27,865	28,979	30,137	31,342	32,596
114	26,983	27,522	28,073	29,195	30,363	31,576	32,839
115	27,183	27,726	28,281	29,411	30,587	31,810	33,082
116	27,383	27,930	28,486	29,627	30,812	32,044	33,325
117	27,583	28,134	28,696	29,843	31,036	32,277	33,569
118	27,783	28,338	28,904	30,059	31,261	32,511	33,812
119	27,983	28,542	29,112	30,276	31,487	32,746	34,056
120	28,182	28,745	29,319	30,492	31,710	32,978	34,298

JOB CLASS	000	BASE	6 MONTHS	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
070	18,277	18,642	19,014	19,774	20,564	21,386	22,242	
071	18,478	18,847	19,223	19,991	20,791	21,622	22,487	
072	18,679	19,052	19,432	20,209	21,016	21,857	22,731	
073	18,880	19,257	19,641	20,426	21,243	22,091	22,975	
074	19,081	19,462	19,850	20,643	21,468	22,326	23,219	
075	19,282	19,667	20,059	20,862	21,696	22,563	23,465	
076	19,482	19,872	20,268	21,079	21,921	22,798	23,710	
077	19,683	20,077	20,477	21,296	22,148	23,034	23,956	
078	19,884	20,282	20,687	21,514	22,374	23,268	24,199	
079	20,085	20,487	20,896	21,731	22,599	23,503	24,443	
080	20,286	20,691	21,104	21,947	22,825	23,737	24,687	
081	20,487	20,896	21,313	22,165	23,050	23,972	24,931	
082	20,688	21,101	21,522	22,382	23,277	24,207	25,175	
083	20,888	21,306	21,731	22,599	23,503	24,442	25,419	
084	21,089	21,511	21,940	22,818	23,730	24,679	25,666	
085	21,290	21,715	22,149	23,035	23,956	24,914	25,911	
086	21,491	21,920	22,358	23,252	24,182	25,150	26,156	
087	21,692	22,126	22,568	23,471	24,409	25,384	26,400	
088	21,893	22,330	22,776	23,687	24,633	25,618	26,643	
089	22,094	22,535	22,985	23,904	24,860	25,854	26,888	
090	22,294	22,739	23,194	24,121	25,085	26,088	27,131	
091	22,495	22,944	23,403	24,338	25,311	26,323	27,375	
092	22,696	23,149	23,612	24,555	25,537	26,558	27,619	
093	22,897	23,354	23,821	24,774	25,764	26,794	27,867	
094	23,098	23,559	24,030	24,991	25,990	27,029	28,111	
095	23,299	23,764	24,239	25,208	26,216	27,264	28,355	
096	23,499	23,969	24,448	25,426	26,442	27,499	28,599	
097	23,700	24,174	24,657	25,643	26,668	27,734	28,843	
098	23,901	24,379	24,866	25,860	26,894	27,970	29,088	
099	24,102	24,584	25,075	26,078	27,120	28,204	29,332	
100	24,303	24,788	25,283	26,294	27,345	28,438	29,575	
101	24,504	24,993	25,493	26,512	27,572	28,674	29,822	
102	24,705	25,198	25,702	26,730	27,799	28,910	30,067	
103	24,905	25,403	25,911	26,947	28,024	29,145	30,311	
104	25,106	25,608	26,120	27,164	28,250	29,380	30,555	
105	25,307	25,813	26,329	27,382	28,476	29,615	30,799	
106	25,508	26,018	26,538	27,599	28,702	29,849	31,043	
107	25,709	26,223	26,747	27,816	28,929	30,085	31,288	
108	25,910	26,428	26,956	28,034	29,154	30,320	31,532	
109	26,111	26,633	27,165	28,251	29,381	30,556	31,779	
110	26,311	26,837	27,373	28,468	29,606	30,790	32,022	
111	26,512	27,042	27,582	28,686	29,833	31,026	32,267	
112	26,713	27,247	27,791	28,903	30,058	31,261	32,511	
113	26,914	27,452	28,001	29,120	30,284	31,495	32,755	
114	27,115	27,657	28,210	29,337	30,511	31,730	32,999	
115	27,316	27,862	28,419	29,555	30,736	31,965	33,243	
116	27,516	28,066	28,627	29,771	30,962	32,200	33,487	
117	27,717	28,271	28,836	29,988	31,187	32,435	33,733	
118	27,918	28,476	29,045	30,206	31,414	32,670	33,977	
119	28,119	28,681	29,254	30,424	31,641	32,905	34,222	
120	28,320	28,885	29,462	30,640	31,865	33,139	34,465	

JOB CLASS SELECTED-- *ALL SELECTED YEAR 1994 INCREASE 2.50 % FOR YEAR 1995

JOB CLASS	000	BASE	6 MONTHS	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
121	28,382	28,949	29,527	30,708	31,936	33,213	34,541	
122	28,582	29,153	29,735	30,924	32,160	33,447	34,784	
123	28,782	29,357	29,943	31,141	32,386	33,680	35,027	
124	28,982	29,561	30,151	31,357	32,610	33,914	35,270	
125	29,182	29,765	30,359	31,573	32,836	34,149	35,515	
126	29,382	29,969	30,568	31,789	33,060	34,383	35,758	
127	29,582	30,173	30,776	32,007	33,287	34,618	36,003	
128	29,781	30,377	30,984	32,223	33,511	34,851	36,245	
129	29,981	30,581	31,192	32,439	33,736	35,085	36,488	
130	30,181	30,784	31,399	32,654	33,960	35,318	36,731	
131	30,381	30,988	31,607	32,871	34,185	35,552	36,974	
132	30,581	31,192	31,815	33,087	34,410	35,786	37,218	
133	30,781	31,396	32,023	33,303	34,635	36,020	37,461	
134	30,981	31,600	32,231	33,520	34,860	36,254	37,705	
135	31,181	31,804	32,439	33,736	35,085	36,488	37,948	
136	31,380	32,008	32,647	33,953	35,311	36,724	38,193	
137	31,580	32,212	32,855	34,169	35,536	36,956	38,434	
138	31,780	32,416	33,063	34,386	35,760	37,190	38,677	
139	31,980	32,620	33,272	34,602	35,986	37,425	38,921	
140	32,180	32,823	33,479	34,817	36,209	37,657	39,164	
141	32,380	33,027	33,687	35,033	36,435	37,891	39,407	
142	32,580	33,231	33,895	35,250	36,659	38,125	39,650	
143	32,780	33,434	34,103	35,466	36,885	38,360	39,894	
144	32,979	33,638	34,311	35,682	37,109	38,593	40,137	
145	33,179	33,842	34,519	35,900	37,335	38,827	40,380	
146	33,379	34,046	34,727	36,116	37,560	39,062	40,624	
147	33,579	34,250	34,935	36,332	37,785	39,295	40,867	
148	33,779	34,454	35,143	36,548	38,010	39,530	41,112	
149	33,979	34,658	35,351	36,765	38,235	39,764	41,355	
150	34,179	34,861	35,558	36,980	38,459	39,997	41,597	
151	34,379	35,065	35,766	37,196	38,684	40,230	41,839	
152	34,578	35,269	35,974	37,413	38,909	40,465	42,083	
153	34,778	35,473	36,183	37,630	39,135	40,700	42,327	
154	34,978	35,677	36,391	37,846	39,359	40,932	42,569	
155	35,178	35,881	35,574	38,062	39,584	41,167	42,814	
156	35,378	36,086	36,807	38,279	39,809	41,401	43,057	
157	35,578	36,289	37,015	38,495	40,034	41,636	43,301	
158	35,778	36,493	37,223	38,711	40,259	41,869	43,544	
159	35,978	36,697	37,431	38,927	40,484	42,103	43,787	
160	36,177	36,900	37,638	39,143	40,708	42,336	44,029	
161	36,377	37,104	37,845	39,358	40,931	42,568	44,271	
162	36,577	37,308	38,053	39,575	41,158	42,804	44,516	
163	36,777	37,512	38,261	39,792	41,382	43,037	44,758	
164	36,977	37,716	38,469	40,008	41,608	43,271	45,003	
165	37,177	37,920	38,677	40,224	41,832	43,505	45,246	
166	37,377	38,124	38,885	40,440	42,058	43,740	45,490	
167	37,577	38,328	39,094	40,657	42,282	43,974	45,732	
168	37,776	38,532	39,302	40,873	42,508	44,207	45,975	
169	37,976	38,736	39,510	41,089	42,732	44,441	46,218	
170	38,176	38,939	39,717	41,304	42,956	44,674	46,460	
171	38,376	39,143	39,925	41,522	43,182	44,909	46,706	

+ /0.000

JOB CLASS SELECTED-- *ALL SELECTED YEAR 1994 INCREASE 2.50 & FOR YEAR 1995

JOB CLASS	000	BASE	6 MONTHS	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
172	38,576	39,347	40,133	41,738	43,407	45,142	46,948	
173	38,776	39,551	40,341	41,954	43,632	45,377	47,192	
174	38,976	39,755	40,549	42,171	43,857	45,610	47,435	
175	39,176	39,959	40,757	42,387	44,082	45,845	47,679	
176	39,375	40,163	40,965	42,603	44,307	46,079	47,922	
177	39,575	40,367	41,173	42,819	44,532	46,313	48,165	
178	39,775	40,571	41,381	43,036	44,757	46,546	48,408	
179	39,975	40,775	41,589	43,253	44,982	46,781	48,653	
180	40,175	40,977	41,796	43,468	45,207	47,015	48,896	
181	40,375	41,181	42,005	43,684	45,431	47,247	49,137	
182	40,575	41,385	42,213	43,901	45,657	47,482	49,381	
183	40,775	41,589	42,421	44,117	45,881	47,716	49,624	
184	40,974	41,793	42,629	44,333	46,107	47,951	49,868	
185	41,174	41,997	42,837	44,550	46,331	48,184	50,111	
186	41,374	42,201	43,045	44,766	46,556	48,417	50,353	
187	41,574	42,405	43,253	44,982	46,781	48,652	50,598	
188	41,774	42,609	43,461	45,199	47,007	48,886	50,842	
189	41,974	42,813	43,669	45,416	47,232	49,121	51,086	
190	42,174	43,016	43,876	45,631	47,455	49,353	51,327	
191	42,374	43,220	44,084	45,847	47,681	49,587	51,571	
192	42,573	43,424	44,292	46,064	47,905	49,821	51,814	
193	42,773	43,628	44,500	46,280	48,131	50,056	52,058	
194	42,973	43,832	44,708	46,496	48,355	50,290	52,302	
195	43,173	44,036	44,917	46,712	48,580	50,522	52,544	
196	43,373	44,240	45,125	46,929	48,805	50,757	52,788	
197	43,573	44,444	45,333	47,146	49,031	50,992	53,031	
198	43,773	44,648	45,541	47,362	49,256	51,226	53,275	
199	43,973	44,852	45,749	47,578	49,481	51,459	53,517	
200	44,172	45,055	45,956	47,794	49,705	51,693	53,760	
201	44,372	45,259	46,164	48,010	49,930	51,927	54,003	
202	44,572	45,463	46,372	48,226	50,155	52,161	54,251	
203	44,772	45,668	46,581	48,445	50,383	52,398	54,494	
204	44,972	45,872	46,789	48,661	50,607	52,632	54,737	
205	45,172	46,075	46,996	48,876	50,831	52,864	54,979	
206	45,372	46,279	47,204	49,092	51,056	53,098	55,222	
207	45,572	46,483	47,412	49,309	51,281	53,332	55,465	
208	45,771	46,687	47,620	49,525	51,506	53,567	55,709	
209	45,971	46,891	47,829	49,741	51,731	53,800	55,953	
210	46,171	47,095	48,037	49,959	51,957	54,036	56,198	
211	46,371	47,299	48,245	50,175	52,182	54,269	56,440	
212	46,571	47,503	48,453	50,391	52,406	54,502	56,683	
213	46,771	47,707	48,660	50,606	52,631	54,736	56,925	
214	46,971	47,910	48,868	50,823	52,855	54,970	57,168	
215	47,171	48,114	49,076	51,039	53,081	55,203	57,411	
216	47,370	48,317	49,284	51,255	53,305	55,437	57,654	
217	47,570	48,521	49,492	51,471	53,531	55,672	57,899	
218	47,770	48,725	49,700	51,689	53,756	55,907	58,143	
219	47,970	48,929	49,908	51,960	53,982	56,141	58,387	
220	48,170	49,133	50,116	52,121	54,206	56,374	58,629	
221	48,370	49,337	50,324	52,338	54,431	56,608	58,872	
222	48,570	49,541	50,533	52,554	54,656	56,842	59,116	

ESTABLISHING SALARIES
OF SPECIFIC COUNTY OFFICERS FOR 1995

WHEREAS, the St. Clair County Board of Commissioners has responsibility to establish the salary levels of all County Officers; and

WHEREAS, the Administrative Services/Ways & Means Committee of the St. Clair County Board of Commissioners had reviewed and evaluated the compensation of said Officers, and recommended the action specified herein to the Board of Commissioners, and the board concluding that said action is due and appropriate.

NOW, THEREFORE, BE IT RESOLVED:


1) That the salary levels of County Officers, be, and the same hereby are established as specified in Exhibit "A", attached hereto and made a part hereof by reference.

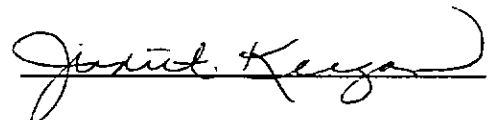

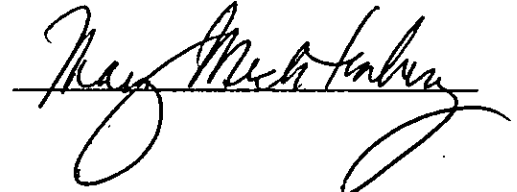
2) That the salary assigned herein to each classification shall be for 1 year (1995) effective January 1, 1995.

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

DATED: November 30, 1994

Reviewed and Approved by:


KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, Mi 48040

ELECTED OFFICIALS AND DEPUTIES
PROPOSED SALARIES

	<u>1994</u> <u>Salary</u>	<u>2 1/2%</u> <u>Increase</u>	<u>1995</u> <u>Salary</u>
<u>1995</u> <u>ELECTED OFFICIALS</u>			
Drain Commissioner	39,635	991	40,626
Treasurer	42,468	1,062	43,530
Clerk-Register	45,467	1,137	46,604
Sheriff	55,386	1,385	56,771
Prosecuting Attorney	75,431	1,886	77,317
Surveyor	10,000	250	10,250
<u>1995</u> <u>APPOINTED DEPUTIES</u>			
Dep. Drain Commissioner	29,360	734	30,094
Dep. Register of Deeds	30,157	754	30,911
Deputy Clerk	31,239	781	32,020
Deputy Treasurer	32,018	800	32,818
Undersheriff	52,386	1,310	53,696
Chief Asst. Pros.	69,774	1,744	71,518

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 Diems" 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 \$30.00 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 1995, the "Per Diem" to be paid to members of Boards and Commissions appointed by the St. Clair County Board of Commissioners, shall be \$30.00 per day, plus such mileage allowance for travel as the Board of Commissioners from time to time may determine.

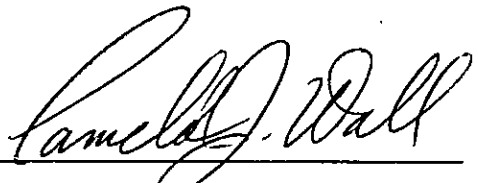
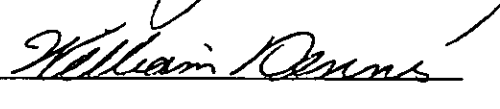
2) That such payments shall be limited to those Boards and Commissions for which the payment of "Per Diem" is specifically allowed by statute and not otherwise prohibited.

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

DATED: November 30, 1994

Reviewed and Approved by:


KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, MI 48040

RESOLUTION 94- 51

ESTABLISHING COMPENSATION TO BE PAID TO MEMBERS OF THE SOCIAL SERVICES BOARD

WHEREAS, it is the statutory duty of the St.. Clair County Board of Commissioners, at the October Session of each year, to determine the compensation to be paid to the Members of the Social Services Board, appointed by the Board of Commissioners; and

WHEREAS, the St. Clair County Board of Commissioners has given due consideration to this matter:

NOW, THEREFORE, BE IT RESOLVED:

1) That the following schedule may be, and the same is hereby adopted, reflecting the compensation for Members of the Social Services Board for 1995 and 1996, effective January 1, 1995:

- | | |
|---------------------------------------|---------|
| A. Member, Social Services Board | \$2,514 |
| B. Chairperson, Social Services Board | \$3,711 |


2) The Members of the Social Services Board shall be paid a Per Diem rate of \$30.00 per meeting and \$40.00 per Social Services Board meeting chaired, with a maximum of 24 total meetings.


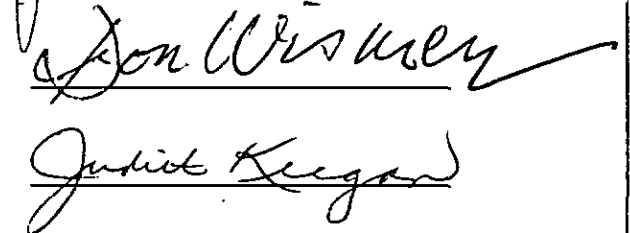
3) Members of the Social Services Board shall only be eligible for specified benefits as authorized by official action of the County Board of Commissioners.

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

DATED: November 30, 1994

Reviewed and Approved by:


KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, MI 48040

RESOLUTION 94- 50

ESTABLISHING COMPENSATION TO BE PAID
TO MEMBERS OF ST. CLAIR COUNTY ROAD COMMISSION

WHEREAS, it is the statutory duty of the St. Clair County Board of Commissioners, at the October Session of each year to determine the compensation to be paid to the Members of the St. Clair County Road Commission, appointed by the Board of Commissioners; and

WHEREAS, the St. Clair County Board of Commissioners has given due consideration to this matter.

NOW, THEREFORE, BE IT RESOLVED:

1) That the following schedule may be, and the same is hereby adopted, reflecting the compensation for the officials named herein, for the year 1995 and 1996, effective January 1, 1995.

- | | |
|---------------------------------|---------|
| A. Member, Road Commission | \$4,190 |
| B. Chairperson, Road Commission | \$5,508 |

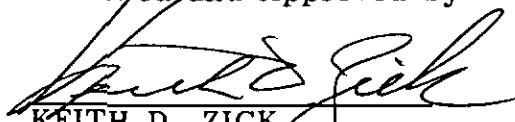
2) The Members of the St. Clair County Road Commission shall be paid a "Per Diem Rate" of \$30.00 per meeting and \$40.00 per Road Commission Board meeting chaired, with a maximum of 34 total meetings including attendance at authorized conferences.

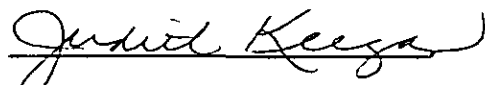
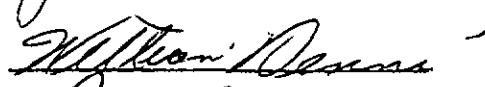

3) Members of the St. Clair County Road Commission shall only be eligible for specified benefits as authorized by official action of the St. Clair County Board of Commissioners.

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

DATED: November 30, 1994

Reviewed and Approved by:


KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, MI 48040

RESOLUTION 94-49

ESTABLISHING COMPENSATION FOR
ST. CLAIR COUNTY BOARD OF COMMISSIONERS

WHEREAS, it is the statutory duty of the St. Clair County Board of Commissioners, at its annual October business session to set the compensation to be paid to the successor Board; and

WHEREAS, the St. Clair County Board of Commissioners has given due consideration to this matter.

NOW, THEREFORE, ~~BE~~ IT RESOLVED:

1) That the following schedule is hereby adopted reflecting the compensation to be paid to Commissioners, effective for the year 1995, and 1996, effective January 1, 1995.

- | | |
|---|---|
| A. Chairperson
Board of
Commissioners | \$11,734 plus \$40.00 for Board
of Commissioner meeting chaired,
and \$30.00 per authorized
meeting attended. |
| B. Vice-Chairperson,
Board of
Commissioners | \$ 8,413 plus \$30.00 per
authorized meeting attended by
the Vice-Chairperson, and
\$40.00 per Board of Commissioner
meeting chaired by the Vice-Chair,
and \$35.00 per Committee meeting
chaired by the Vice-Chairperson |
| C. Member, Board of
Commissioners | \$ 7,749 plus \$30.00 per authorized
meeting attended by a Commission
Member and \$35.00 per Committee
Meeting Chaired by a Committee
Member. |

2) Members of the St. Clair County Board of Commissioners shall only be eligible for specified benefits as authorized by official action of the County Board of Commissioners.

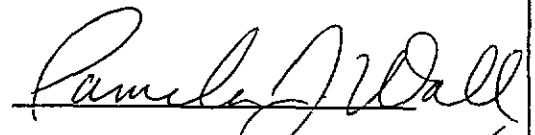


3) All resolutions and parts of resolutions in conflict with this Resolution are, to the extent of the conflict, hereby rescinded.

DATED: November 30, 1994

Reviewed and Approved by:


KEITH D. ZICK

County Corporation Counsel
110 Huron Boulevard
Marysville, MI 48040

RESOLUTION 94- 48

AMENDING THE 1994 BUDGETS OF THE GENERAL FUND, RESOURCE RECOVERY FUND, AND DISTRICT COURT BUILDING RENOVATION DEBT FUND AS THEY RELATE TO THE DEFICIT POSITIONS AT DECEMBER 31, 1993 IN THE HOUSEHOLD HAZARDOUS WASTE, HOUSING REHABILITATION, AND DISTRICT COURT BUILDING RENOVATION FUNDS, AND AUTHORIZING TRANSFERS BETWEEN THE UNEMPLOYMENT INSURANCE, HEALTH CARE AND WORKER'S COMPENSATION FUNDS, AND AMENDING THE WORKERS' COMPENSATION RATE

WHEREAS, the County had certain funds in deficit at December 31, 1993; 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

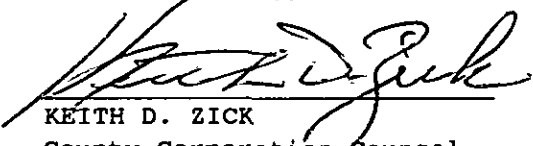
WHEREAS, the County wishes to relieve these deficits by transfer, appropriation, and rate change.


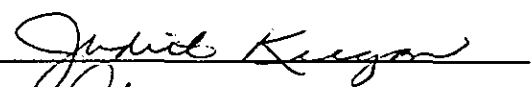
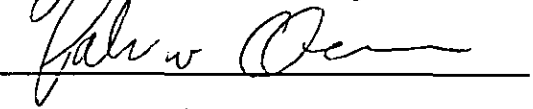
NOW, THEREFORE, BE IT RESOLVED:

1. That the Resource Recovery Fund 1994 Budget be amended to transfer \$301.71 to the Household Hazardous Waste Fund.
2. That the General Fund 1994 Budget be amended to appropriate \$232.83 to the Housing Rehabilitation Fund.
3. That the District Court Building Renovation Debt Fund 1994 Budget be amended to transfer its balance of \$25,650.01 to the District Court Building Renovation Construction Fund.
4. That the Unemployment Insurance and Health Care Funds each transfer \$200,000 to the Workers' Compensation Fund.
5. That we increase our contribution rate for Workers' Compensation for 1995 from 2.25% to 3.25% of payroll.
6. That these transfers and appropriations be made prior to December 31, 1994.

DATED: November 30, 1994

Reviewed and Approved by:


KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, MI 48040

RESOLUTION 94 - 47

SUPPORTING THE 1994 OVERALL ECONOMIC DEVELOPMENT PROGRAM

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

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

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


WHEREAS, the St. Clair County Metropolitan Planning Commission, acting as the County's Overall Economic Development Program Committee, has prepared an annual report for 1994; and

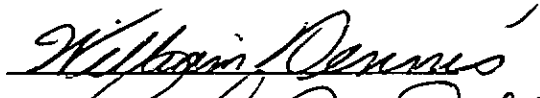


WHEREAS, the revised Overall Economic Development Program supports projects eligible for funding by the Economic Development Administration.

NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners hereby adopts the 1994 annual report prepared by the St. Clair County Planning Commission, relative to Overall Economic Development Program, for the purpose of designating St. Clair County as a redevelopment area potentially rendering the County eligible for funding from the United States Development Administration.

DATED: November 30, 1994

Reviewed and Approved by:


KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, MI 48040



METROPOLITAN PLANNING COMMISSION

County of St. Clair, Michigan

108 McMORRAN BLVD., PORT HURON, MICHIGAN 48060-4062 (810) 987-4884

TO: Chairperson and County Board of Commissioners
FROM: Steven Cooper, Chairperson County Planning Commission
SUBJECT: St. Clair County O.E.D.P. 1994 Update
DATED: November 21, 1994

In late October of this year the Planning Commission approached the Public Works Committee and informed them that the Commission was preparing an update to the County's Overall Economic Development Program (OEDP) and would be bringing that update to the Board of Commissioners in late November for endorsement. The update has been completed and is now forwarded to the Board of Commissioners for action. (Commissioners may recall that the OEDP is a document used by both Federal and State agencies in setting public infrastructure funding priorities.)

BACKGROUND Prior to preparing this update, the Commission solicited potentially eligible Economic Development Administration (EDA) projects. As a result of this survey we have included five projects from four different communities/agencies. In addition, two communities have listed projects which may result in future requests for EDA support. Communities requesting to be included in the 1994 OEDP include, City of Yale, City of Marine City, and the City of Port Huron. Communities listed under potential future projects include the City of Marysville, and Ira Township. The Commission expects this list to grow substantially in 1995 as communities gain a better understanding of this planning document and its implications on Federal and State funding assistance requests.

The document before you is an update to the existing OEDP. At the request of the EDA the Commission prepared only those changes needed to meet EDA minimum requirements. In 1995 the Planning Commission has committed a significant amount of its program time to completing a full rewrite of the OEDP. This commitment includes not only a rewrite of the document itself but also time educating local communities on the potential use of this document in securing funding for local public works projects.

On November 16th the Planning Commission, acting as the County's OEDP Committee, reviewed the proposed changes and adopted a resolution approving the program document.

ACTION REQUESTED: The Planning Commission is requesting that the County Board of Commissioners endorse the 1994 update to the County OEDP and adopt a resolution stating their support. (A draft resolution has been forwarded to the County Administrator/Controller along with this memorandum.) Staff from the Planning Commission will be present at your meeting to answer questions.

cc: Donald Dodge, Admin/Controller

OEDP\COVER\MEM.2BD

A Government of Service



SUGGESTED PROJECTS

The Development Strategy attempts to identify economic development activities which are an outgrowth of data compiled and analyzed. Other projects included come from the CGA Strategic Planning and Economic Base Study (mentioned earlier and found in Appendix Chart C), or are projects initiated by local government officials. The order of presentation should not be taken as a ranking of relative importance or priority.

Industrial Parks:

While the number of manufacturing jobs in the Detroit area and State has followed a declining trend, this has not been the case in St. Clair County. Although the increases are not dramatic, they are contrary to the norm which is significant in itself. The value of industrial real property in the County has increased by 125% (this finding is qualified in earlier text) since 1981, reflecting a high level of investment in plants and equipment. These factors along with increased interest in individual sites and locational advantages will continue to "fuel" a steady employment increase. As such, continued public and private industrial park sites throughout the County should be considered a priority strategy for the future.

Public and private industrial parks in the "urbanized" areas of the County, including the cities of Port Huron, Marysville, St. Clair, and the County Air Industrial Park, along with established parks in outlying areas of the County, such as the City of Yale Industrial Park, should all receive priority support. These established parks, as listed and found in the Industrial Parks Summary found in the section of this report entitled Summary of Economic Activities, are all found within those areas of the County that are densely developed thereby availing themselves of the concentrated resident labor force, and presence of necessary infrastructure. Even the out-county park in Yale offers the advantages of public infrastructure and concentration of labor force. In addition, all of these parks are reflective of, and consistent with, the County's Industrial Goals as a part of this report's recommended development.

This year a number of new industrial parks and expansions to existing parks have been proposed by local communities within the "urbanized" area of the county. All of these sites are found within areas of the County that are densely developed and offer a concentrated resident labor force, and the presence of public infrastructure (this infrastructure, however, may not be present at the site although readily available, and therefore may be the subject of a funding request). Communities included in this category include the Port Huron/St. Clair County IDC, the City of Marine City, and Ira Township. These projects are all supported by the goals of this Program and, as such, should be considered a Program strategy priority.

Industrial areas outside of these parks, as listed above and in the earlier summary of industrial parks, should not be actively supported or promoted in such a manner as to undermine the expressed policy and objectives of this report. In addition, industrial sites found outside of established parks, or scattered throughout the County, should not be given policy, promotional or public financial support at the expense of these established or planned park sites.

During the next twelve (12) to twenty-four (24) months steps should be taken to encourage the further development of these established parks within present physical and environmental limitations.

Expansion of existing and creation of new parks should be in a manner consistent with program policy and objectives. All of the existing parks benefit from public utilities and needed infrastructure being present or readily available reducing economic, social, and environmental costs. Development of these parks should pose little adverse impact on surrounding land uses or public utility systems which have been planned or constructed in anticipation of increased demands.

Proposed Local Public Works and Development Facilities Program:

Specific projects which have been submitted for funding assistance include those listed below. Some of these projects are discussed in greater detail under the SUMMARY OF ECONOMIC ACTIVITIES beginning on page 5 of the Program text. Additionally, all are supported by adopted Program goals and reflect immediate community development needs.

Port Huron/St. Clair County Industrial Development Corporation: (Project Title -County Industrial Parks) This particular park would encompass approximately 500 acres involving multiple governmental jurisdictions and possibly more than one continuous parcel. Six potential sites are currently under consideration for development which will result in over 100 jobs. Assistance through EDA will be sought for required public water and sanitary sewer improvements including project pre-engineering and final design. Estimated construction start-up date is 1996.

Estimate Project Budget

Federal	\$ 5,600,000
Local	<u>1,400,000</u>
TOTAL	\$ 7,000,000

The City of Marine City: (Project Title - City Industrial Park) The City of Marine City is requesting assistance with the acquisition and development of a 40 acre certified level 1 industrial park. Local match funds have been secured which will assist in securing the land, project pre-engineering and public water and sanitary sewer installation. Project start-up is scheduled for 1996.

(Project Title - City Water Storage Tank) The City of Marine City is proposing to construct a 750,000 gallon water storage tank and metering system. The new storage tank will replace a fifty year old system. Project start-up is scheduled for 1996.

Estimated Project Budget (Both Projects Combined)

Federal	\$ 450,000
Local	<u>750,000</u>
TOTAL	\$ 1,200,000

The City of Port Huron: (Project Title - Industrial Park Expansion, Phase III) The City of Port Huron has proposed to expand its industrial park by 55 acres. These potential ten additional industrial sites were assembled by the City over the past three years at a cost of \$2.4 million. The City's existing 225 acre park is now fully developed and the City feels this expansion is necessary if it is to be in a position to respond to industrial development opportunities that will occur. The City

is prepared to immediately move forward and match any federal assistance for infrastructure development that becomes available. Construction is scheduled to begin in 1995. (See map in appendix for site detail.)

Estimate Project Budget

Federal	\$ 1,381,062
Local	<u>1,381,063</u>
TOTAL	\$ 2,762,125

The City of Yale: (Project Title - Watermain Extension to Industrial Park) The City of Yale is requesting federal assistance for the installation of approximately 1800 feet of 12" water main which will provide public water to its existing 26 acre industrial park. This park was established by the City who assembled the land and subsequently provided sanitary sewers to the park (the park is thoroughly described on page 16 of this document). A number of potential park users have shown considerable interest in locating in Yale but have located elsewhere due to the City's inability to provide sufficient quantities of treated water. This project is estimated to cost \$84,500.

Proposed Local Public Works and Development Facilities Program: Future Local Projects

The following projects have been submitted as potential future Program priorities. Applicant communities have alerted the OEDP Committee of these public works and development facilities projects which do not require immediate funding assistance. These projects are supported by Program goals, will be carried over into future Program years, and may be upgraded to current or immediate community development needs on identification of a potential industrial client or a shift in Program priorities as determined by the OEDP Committee.

Ira Township: (Project Title - Water Filtration Plant and Distribution System) The Township of Ira will begin construction of a 2.8 million gallon/day water treatment facility in 1995. The project includes expansion of the existing distribution system to the Township industrial district located along Marine City Highway (26 Mile Road). This particular transportation corridor encompasses industrial parks and districts for a number of communities lying north or south of the shared border of 26 Mile Road. Although funding assistance is not immediately requested, an application may be submitted in future Program years.

City of Marysville: (Project Title - Industrial Research/Office Park) The City of Marysville has designated approximately 120 acres of land along Range Road (an all weather road currently connecting numerous industrial parks and sites with I-94) as industrial research and office park. The primary goal of the community is to attract users that have a principal function of research, design and pilot or experimental product development. Other uses permitted within this district include light industry and service related activities. The site is served by public utilities (water and sanitary sewer) along with gas and electric. Federal assistance may be request in the future upon identification of a potential park client.

Technical Studies

The following three items are technical studies which are encouraged and may be financed by EDA, if criteria can be met. The funds requested would be used to research an area of potential economic growth with the intent of generating future projects and programs. The three opportunity sectors are: US/Canada border activity; tourism and convention; and food processing.

Border Activity:

The anticipated increase in traffic, particularly commercial, at various border crossing points in St. Clair County create an opportunity for businesses which take advantage of commercial traffic. These include free trade zones, customs brokers, bonded warehouses, centralized inspection sites and centralized examination sites servicing both rail and truck traffic. The potential for employment, investment in property development and local deposit of tariffs may be great and is relatively undiscovered.

A detailed study of the need for and impact of such businesses should be undertaken involving officials and business leaders from both sides of the border. The report would inform and educate community and business leaders as to the scope of such ventures and allow the area to capitalize on needs of the commercial traffic.

Tourism and Convention Activities:

Relatively little is known about the tourism industry or the extent of convention activity in St. Clair County either. There are a number of activities or events which take place throughout the County with the potential of drawing a great many visitors/participants and some which currently draw thousands into the area. Convention facilities do exist in the Port Huron area which could capitalize on their site specific amenities and regional setting.

An independent study should be made of both the tourism and convention sectors of the County's economy. Although solutions to the problems identified may turn out to be more appropriately addressed by the private sector, the County's OEDP Committee can be in a position to assist in analyzing data, identifying trends and planning strategy or programs which work toward implementing solutions.

There are certain areas of the County which can be more successfully targeted for tourism development than others. Identification of these areas, followed closely by some action to reserve the site for future use and development, would be appropriate.

Agricultural Products - Processing and Distribution:

The economic base study conducted by the University of Michigan states that "St. Clair County has an above average amount of agricultural economic base activity compared to the other counties in the State". It goes further by indicating how high the County ranks in production of grains, beans and livestock but that the counties to the north are the richest agricultural areas of the State. Given St. Clair County's location, between the producers to the north and consumer markets to the south, food processing is an obvious and logical industry for the County. The exceptional transportation system, interstate highways, state highways, rail connections with Ontario and international port

ACTION PLAN

An action plan attempts to establish steps to be taken toward goals expressed above. This work plan is specific to the OEDP Committee which operates under limited authority, generally advisory in nature.

Plan

The OEDP Committee should support and assist, in any way possible, the expansion of four industrial parks and industrial facilities mentioned in the previous section which are undergoing and/or can easily accommodate growth.

The OEDP Committee should work with those lead agencies which will be conducting the three studies found under technical assistance projects, these include: border activity; tourism/convention; and, agricultural processing. Staff assigned to the OEDP Committee may assist as requested in the areas of data analysis and conclusions.

The OEDP Committee should begin taking an active role in economic development planning at the county level. Their emphasis should be one of planning from a county perspective.

The OEDP Committee should take an active role in promoting adherence to its goals through periodic review of the community development activities and land use regulations of local governmental units in the County.

The OEDP Committee should assess its structure as an organization to determine if an expanded membership, or specialized subcommittee reporting to it, would be useful in fulfilling the goals and objectives of the OEDP. Goals and policies should be established, evaluated and refined and a priority ranking established for economic development projects.

The OEDP Committee should support its commitment made in 1983 to maintain resources necessary to update this program report annually.

ESTABLISHING A DEFERRED COMPENSATION PLAN WITH
CONSOLIDATED FINANCIAL CORPORATION

WHEREAS, the County of St. Clair has previously, pursuant to Resolution 88-38, established a Deferred Compensation Plan available to all eligible County Employees, Elected Officials, and Independent Contractors, pursuant to Section 457 of the Internal Revenue Code; and

WHEREAS, the County of St. Clair considers the continued maintenance of said Plan to be in the interest of the aforementioned persons; and

WHEREAS, certain substantial tax benefits could accrue to employees, elected officials, and independent contractors participating in said Deferred Compensation Plan; and

WHEREAS, such benefits will act as incentives to County personnel to voluntarily set aside and invest portions of their current income to meet their future financial requirement and supplement their retirement income at no additional cost to the County; and

WHEREAS, Consolidated Financial Corporation ("CFC") offers a model Deferred Compensation Plan, for Counties to adopt this program.

NOW, THEREFORE, BE IT RESOLVED:

That the County of St. Clair hereby adopts the County of St. Clair, Michigan Deferred Compensation Plan and its attendant investment options as the County of St. Clair's Deferred Compensation Plan under Code Section 457 for the voluntary participation of all eligible County Employees, Elected Officials and Independent Contractors, and agrees to be bound by all terms and conditions set forth in such Plan.

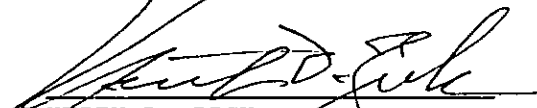
BE IT FURTHER RESOLVED:

That should any County Employee, Elected Official, or Independent Contractor elect to become a participant in the County of St. Clair, Michigan Deferred Compensation Plan, they may not have current deferrals be directed to more than one Deferred Compensation Program at any given time.

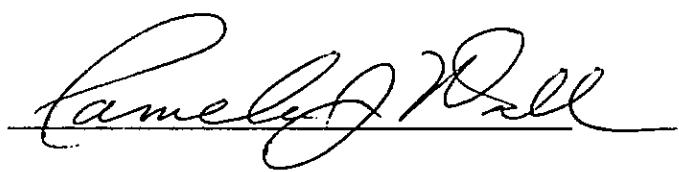
The St. Clair County Board of Commissioners or its designee is hereby authorized to execute for the County of St. Clair, an adoption agreement with the Consolidated Financial Corporation and such contracts as are necessary to implement the Plan. It is understood that other than the incidental expenses of collecting and disbursing the employees' deferrals, there is no cost to the County.

DATED: November 30, 1994

Reviewed and Approved by:



KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, Mi 48040





OFFICE OF COUNTY ADMINISTRATOR/CONTROLLER

County of St. Clair, Michigan

COUNTY BLDG., 201 McMORRAN BLVD., PORT HURON, MI 48060 / (810) 985-2001

DONALD E. DODGE, ChFC — Administrator/Controller

To: Members, Board of Commissioners
From: Donald E. Dodge, Administrator/Controller
Subject: Employee Personal Investment Plan
Date: November 10, 1994

The Personal Investment Program for employees which is being solicited by our flex benefit administrator Consolidated Financial Corporation, must be approved by the Board of Commissioners, the same as our two Deferred Compensation Plans through M.A.C. and N.A.C.O. plans were approved.

Corporation Counsel Keith Zick has reviewed the formal documents and his response is attached. It is hopeful the official approval by the Board can occur before December 31, 1994 so that we can begin deducting from employees' pay on the first payroll in January 1995.

EXHIBIT "D"

A Government of Service



Law Offices of
ZICK & ASSOCIATES, P.C.

110 HURON BOULEVARD
P.O. BOX 125
MARYSVILLE, MICHIGAN 48040

KEITH D. ZICK
JAMES D. PRATT
FREDRICK S. EVERETT

TELEPHONE: (810) 364-5110
FAX: (810) 364-7050

Wednesday, November 9, 1994

Response to:
Request 94-10 - To Review
Resolution and Plan document
for Consolidated Financial
Corporation/Annuity Services

Donald E. Dodge
St. Clair County Administrator/Controller
County Building
201 McMorran Boulevard
Port Huron, Michigan 48060

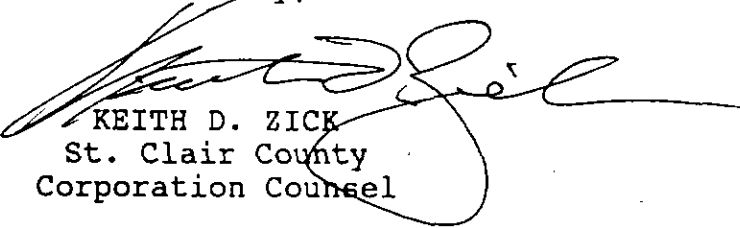
Dear Mr. Dodge:

I have reviewed and approved the Resolution establishing a deferred compensation plan. Attached please find the aforementioned Resolution with my signature.

I would only note that the plan exempts the Plan Administrator from liability to a participant who defers more compensation than is allowed by the IRC. Employees should be aware of this in order that they understand their responsibility to monitor their deferred compensation amounts.

Please advise if you have any questions or concerns.

Sincerely,



KEITH D. ZICK
St. Clair County
Corporation Counsel

KDZ/sf



RESOLUTION

**ESTABLISHING A DEFERRED COMPENSATION PLAN WITH
CONSOLIDATED FINANCIAL CORPORATION**

WHEREAS, the County of St. Clair has previously, pursuant to Resolution 88-38, established a Deferred Compensation Plan available to all eligible County Employees, Elected Officials, and Independent Contractors, pursuant to Section 457 of the Internal Revenue Code, and

WHEREAS, the County of St. Clair considers the continued maintenance of said Plan to be in the interest of the aforementioned persons, and

WHEREAS, certain substantial tax benefits could accrue to employees, elected officials, and independent contractors participating in said Deferred Compensation Plan, and

WHEREAS, such benefits will act as incentives to County personnel to voluntarily set aside and invest portions of their current income to meet their future financial requirements and supplement their retirement income at no additional cost to the County; and

WHEREAS, Consolidated Financial Corporation ("CFC") offers a model Deferred Compensation Plan, for Counties to adopt this program.

NOW, THEREFORE, BE IT RESOLVED:

That the County of St. Clair hereby adopts the County of St. Clair, Michigan Deferred Compensation Plan and its attendant investment options as the County of St. Clair's Deferred Compensation Plan under Code Section 457 for the voluntary participation of all eligible County Employees, Elected Officials and Independent Contractors, and agrees to be bound by all terms and conditions set forth in such Plan.

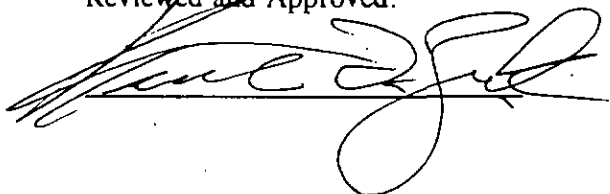
BE IT FURTHER RESOLVED:

That should any County Employee, Elected Official, or Independent Contractor elect to become a participant in the County of St. Clair, Michigan Deferred Compensation Plan, they may not have current deferrals be directed to more than one Deferred Compensation Program at any given time.

The St. Clair County Board of Commissioners or its designee is hereby authorized to execute for the County of St. Clair, an adoption agreement with the Consolidated Financial Corporation and such contracts as are necessary to implement the Plan. It is understood that other than the incidental expenses of collecting and disbursing the employees' deferrals, there is no cost to the County.

Dated: _____, 1994

Reviewed and Approved:



A handwritten signature in black ink, appearing to be "Paul J. [unclear]", is written over a horizontal line. The signature is cursive and somewhat stylized.

Consolidated Financial Corporation

31780 TELEGRAPH ROAD, 2ND FLOOR
BINGHAM FARMS, MICHIGAN 48025
TELEPHONE (810) 258-9050 WITHIN MICHIGAN (800) 232-2383 FACSIMILE (810) 258-9522

309 E. FRONT STREET/P.O. BOX 1171
TRAVERSE CITY, MICHIGAN 49685
TELEPHONE (616) 935-3503

- * THOMAS A. MAXEY
- * TODD W. BERNSTEIN
- * NEIL J. DAVIS
- * RONALD L. RECHTER
- * IAN SCHNEIDER
- * ROBERT L. BOWMAN
- * MARVIN PRIDGEON
- * ANTHONY A. PASCHKE
- * PATRICIA LUKASIEWICZ
- * JEROME GARRETT
- * SONDR A SCHUBINER
- * WILLIAM NUNEZ
- * DAVID LIPPITT
- * DAWN M. HEMMING
- * JAMES HOVEY

October 13, 1994

Dear *(Employee Name)*

We at Consolidated Financial would like to take this opportunity to thank you for allowing us to offer our many services to you. Consolidated Financial is a Michigan based corporation which specializes in retirement planning.

By design, we are not bound by one particular institution, but have access to the network of major financial corporations. This allows us the freedom to "shop the financial market " for our clients and fulfill every unique individual need.

One of our main goals is to see to it that you are guaranteed a high standard of living upon your retirement, while not sacrificing your current lifestyle. It is our full intention to work together with you in the development of your financial security and future comfort.

We look forward to a lasting and prosperous relationship.

Sincerely,



Sondra Schubiner
Representative

SS/ls

Consolidated Financial Corporation

31780 TELEGRAPH ROAD, 2ND FLOOR
BINGHAM FARMS, MICHIGAN 48025
TELEPHONE (810) 258-9050 WITHIN MICHIGAN (800) 232-2383 FACSIMILE (810) 258-9522

* THOMAS A. MAXEY
* TODD W. BERNSTEIN
NEIL J. DAVIS
RONALD L. RECHTER
IAN SCHNEIDER
* ROBERT L. BOWMAN
* MARVIN PRIDGEON
ANTHONY A. PASCHKE
* PATRICIA LUKASIEWICZ
* JEROME GARRETT
* JARED M. SCHUBINER
* SONDRA SCHUBINER
WILLIAM NUNEZ
* DAVID LIPPITT
* JAMES HOVEY
JOHN J. INGRAO

October 24, 1994

Mr. Donald E. Dodge, ChFC
Administrator/Controller
St. Clair County
201 McMorran Blvd., Room 114
Port Huron, Michigan 48060

Dear Don:

We are pleased to enclose a suggested plan document for the handling of deferred compensation under the IRS Code 457, along with a format for a Resolution to enable Consolidated Financial Corporation/Annuity Services to handle and process payroll deductions for St. Clair County employees.

We can make any changes that you may require. Sondra will be in to see you on Thursday, at 3:00 pm. Hoping that we have the opportunity to work with you and St. Clair County.

Yours cordially,



Jared M. Schubiner

JMS/ss
Enclosure

RESOLUTION

**ESTABLISHING A DEFERRED COMPENSATION PLAN WITH
- CONSOLIDATED FINANCIAL CORPORATION**

WHEREAS, the County of St. Clair has previously, pursuant to Resolution 88-38, established a Deferred Compensation Plan available to all eligible County Employees, Elected Officials, and Independent Contractors, pursuant to Section 457 of the Internal Revenue Code, and

WHEREAS, the County of St. Clair considers the continued maintenance of said Plan to be in the interest of the aforementioned persons, and

WHEREAS, certain substantial tax benefits could accrue to employees, elected officials, and independent contractors participating in said Deferred Compensation Plan, and

WHEREAS, such benefits will act as incentives to County personnel to voluntarily set aside and invest portions of their current income to meet their future financial requirements and supplement their retirement income at no additional cost to the County; and

WHEREAS, Consolidated Financial Corporation ("CFC") offers a model Deferred Compensation Plan, for Counties to adopt this program.

NOW, THEREFORE, BE IT RESOLVED:

That the County of St. Clair hereby adopts the County of St. Clair, Michigan Deferred Compensation Plan and its attendant investment options as the County of St. Clair's Deferred Compensation Plan under Code Section 457 for the voluntary participation of all eligible County Employees, Elected Officials and Independent Contractors, and agrees to be bound by all terms and conditions set forth in such Plan.

BE IT FURTHER RESOLVED:

That should any County Employee, Elected Official, or Independent Contractor elect to become a participant in the County of St. Clair, Michigan Deferred Compensation Plan, they may not have current deferrals be directed to more than one Deferred Compensation Program at any given time.

The St. Clair County Board of Commissioners or its designee is hereby authorized to execute for the County of St. Clair, an adoption agreement with the Consolidated Financial Corporation and such contracts as are necessary to implement the Plan. It is understood that other than the incidental expenses of collecting and disbursing the employees' deferrals, there is no cost to the County.

Dated: _____, 1994

Reviewed and Approved: _____

COUNTY OF ST. CLAIR, MICHIGAN
DEFERRED COMPENSATION PLAN
PURSUANT TO
SECTION 457 OF THE INTERNAL REVENUE CODE

ARTICLE I - INTRODUCTION

The **COUNTY OF ST. CLAIR, MICHIGAN** ("Employer") hereby adopts, amends, or reestablishes and re-affirms, the Deferred Compensation Plan ("Plan") established on _____ pursuant to Section 457 of the Internal Revenue Code ("Code").

Nothing contained in this Plan shall be deemed to constitute an employment contract or agreement for services between the Participant and the Employer nor shall it be deemed to give a Participant any right to be retained in the employ of, or under contract to, the Employer. Nothing herein shall be construed to modify the terms of any employment contract or agreement for services between a Participant and the Employer as this Plan is intended to be a supplement thereto.

Neither the Employer nor the Plan Administrator nor any appointee, makes any endorsement, guarantee or any other representation and shall not be liable to the Plan or to any Participant, Beneficiary, or any other person with respect to (a) the financial soundness, investment performance, fitness, or suitability (for meeting a Participant's objectives, future obligation under the Plan, or any other purpose), or (b) any investment product offered as a standard for measuring income or amounts deferred under the Plan, or (c) any investment product in which amounts deferred under the Plan are actually invested.

ARTICLE II - DEFINITIONS

2.01 APPROVED VENDOR: Any organization that has been approved by the Plan Administrator to provide any services or to provide Investment Products(s) to the Employer under the Plan. The initial Approved Vendor shall be Consolidated Financial Corporation, a Michigan corporation.

2.02 BENEFICIARY: Any person or entity designated by the Participation Agreement. Nothing herein shall prevent the Participant from designating more than one Beneficiary or primary and secondary Beneficiaries or changing the designation of a Beneficiary. If two or more or less than all designated Beneficiaries survive the Participant, payments shall be made equally to all such Beneficiaries, unless otherwise provided in the Beneficiary designation. Elections made by a Participant in the Participation Agreement shall be binding on any such Beneficiary or Beneficiaries except for the right of a Beneficiary as provided in Section 6.04.

2.03 COMPENSATION: The total annual remuneration for employment or contracted services payable by the Employer that would be included in the federal gross income of the Participant, including salaries and fees.

2.04 DEFERRED COMPENSATION: The amount of Compensation not yet earned, as designated in the Participation Agreement which is made a part hereof, which the Participant and the Employer mutually agree shall be deferred in accordance with the provisions of this Plan, subject to the following limitations:

- (a) Normal Limitation: The maximum amount that may be deferred under this Plan for a Participant's taxable year (except as provided in paragraph 2.04(b) is the lesser of \$7,500 or 33 1/3% of the Participant's Includible Compensation, reduced by any amount excludible from the participant's gross income for the taxable year as set forth in Section 2.08 of this Plan.
- (b) Catch-up Limitation: For each one of the Participant's last three taxable years ending prior to but not including the year of such Participant's Normal Retirement Age, as elected by the Participant pursuant to or otherwise defined in Section 2.10, the limitation set forth in paragraph 2.04(a) shall be the lesser of:
 - (1) \$15,000, reduced by any amount excludible from the Participant's gross income for the taxable year as set forth in Section 2.08 of this Plan; or
 - (2) the sum of the Normal Limitation set forth in paragraph 2.04(a) plus so much of the Normal Limitation which has been underutilized in all prior taxable years since January 1, 1979.
- (c) For purposes of paragraph (b) a prior taxable year can be taken into account: (1) if the Participant was eligible to participate in the Plan or any similar prior plan of the same Employer or another employer in the same state during any portion of any prior taxable year since January 1, 1979; and (2) if the compensation deferred, if any, under such plan or the Plan during such prior taxable years was subject to a maximum deferral limitation as required by Section 457 of the Code.

A Participant may elect to utilize the Catch-up Limitation with respect to only one Normal Retirement Age in this plan or any other similar plan notwithstanding the fact that the Participant utilizes the Catch-up Limitation in less than all of the three eligible years.

2.05 DESIGNATED VENDOR: As designated by a Participant in the Participation Agreement, any Approved Vendor whose Investment Product is used for purposes of measuring the benefits due that Participant pursuant to the Plan.

2.06 ELIGIBLE INDIVIDUAL: Any individual employee or independent contractor of the Employer or any individual performing services for the Employer either by appointment or election, who performs services for the Employer for which Compensation is paid. However, a new employee who begins employment during a month may enter into an agreement before his first day of employment under which deferrals will be made for that month pursuant to Treasury Regulation Section 1.457-2(g).

2.07 EMPLOYER: COUNTY OF ST. CLAIR, MICHIGAN

2.08 INCLUDIBLE COMPENSATION: That amount of Compensation includible in the Participant's federal gross income, determined without regard to any community property laws, reduced by: (a) amounts of Compensation deferred under this Plan pursuant to Section 457 of the Code; (b) amounts contributed by the Employer to an annuity contract described in Section 457(b) of the Code; (c) amounts deferred under any qualified cash or deferred arrangement under Section 401(k) of the Code; (d) amounts deferred under a simplified employee pension described in Section 408(k) of the Code; and (e) amounts deferred under a plan established under Section 501(c)(18) of the Code. Includible compensation does not include compensation excludible from Participant's gross income under Section 457 of the Code as a result of deferrals under this Plan or under other provisions (for example, Section 105(d) and 911 of the Code).

2.09 INVESTMENT PRODUCT: Any product issued by or approved by the Plan Administrator from an Approved Vendor for the purpose of satisfying the Employer's obligations under the Plan; provided, however, any such product must conform to the requirements for such products as described in appropriate State statutes, if applicable.

2.10 NORMAL RETIREMENT AGE: The Normal Retirement Age shall be described in Section 2.10(a) below subject to the alternative provision of Section 2.10(b) as elected in writing by the Participant or pursuant to the automatic provision of Section 2.10(c):

- (a) Age 70 and 1/2; or
- (b) Any of the following as elected by the Participant at any time prior to Separation from Service or prior to the use of the Catch-up Limitation provision described in Section 2.04(b) by written instrument or pursuant to the execution of a revised Participation Agreement:
 - (1) Any age which is (1) not earlier than the earlier age at which the Participant has the right to retire and receive unreduced retirement benefits from the Employer's basic pension plan and (2) not later than the date the Participant attains age 70 and 1/2; or
 - (2) For a participant who continues in the service of the Employer after the Normal Retirement Age provided in Section 2.10(a) or after the age

selected pursuant to Section 2.10(b)(1), such Normal Retirement Age may be a later age as elected by the Participant; provided however, such age may not be later than the Participant's actual date of Separation from Service with the Employer.

- (c) If a Participant continues to provide services for the Employer either (1) after age 70 and 1/2 without having elected an alternative Normal Retirement Age as provided in Section 2.10(b) and (2) after such age as elected pursuant to Section 2.10(b), such Participant's Normal Retirement Age shall automatically be the Participant's actual date of Separation from Service.
- (d) Once a Participant has to any extent utilized the Catch-up Limitation of Section 2.04(b), such Participant's Normal Retirement Age shall be determined solely by reference to that age used for purposes of Section 2.04(b), and may not thereafter be changed.

2.11 PARTICIPANT: Any Eligible Individual who fulfills the eligibility and enrollment requirements of Article IV.

2.12 PARTICIPATION AGREEMENT: A written agreement between the Employer and a Participant setting forth certain provisions and elections relative to the Plan, establishing the amount of Deferred Compensation and the manner and incorporating the terms and conditions of the Plan and establishing the Participant's participation in the Plan.

2.13 PLAN ADMINISTRATOR: The Employer shall designate the Plan Administrator, who is authorized, on behalf of the Employer to enter into such contractual agreements with employees of the Employer, to defer any portion of that employee's compensation. The administration of the Deferred Compensation Plan shall be under the direction of the Plan Administrator. The Plan Administrator shall mean the person or persons, if any, appointed by the Employer to administer the Plan. In the absence of any appointment, the Employer shall be the Plan Administrator.

2.14 PLAN YEAR: The calendar year.

2.15 RETIREMENT: The effective date of severance of the Participant's employment contract or agreement for services with the Employer on or after attainment of the Participant's Normal Retirement Age whereby the Participant thereafter is not providing services to the Employer.

2.16 SEPARATION FROM SERVICE: The effective date of severance of the Participant's service or agreement for services with the Employer whereby the Participant thereafter is not providing services to the Employer.

2.17 UNFORESEEABLE EMERGENCY: Means a severe financial hardship to a Participant resulting from sudden and unexpected illness or accident of the Participant or of a dependent of the Participant (as defined in Section 152(a) of the Code), loss of the Participant's property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant. The need to send a Participant's child to college or the desire to purchase a home shall not constitute Unforeseeable Emergencies. The Plan Administrator shall determine in his/her sole discretion whether a hardship to a Participant constitutes an Unforeseeable Emergency.

2.18 CODE: Shall mean the Internal Revenue Code of 1986, as amended, or any future United States Internal Revenue law.

ARTICLE III - ADMINISTRATION

3.01 This Plan shall be administrated by the Plan Administrator. The Plan Administrator shall represent the Employer in all matters concerning the administration of this Plan.

3.02 The Plan Administrator shall have full power and authority: to adopt rules and regulations for the administration of the Plan, provided they are not inconsistent with the provisions of this Plan, State statutes and Section 457 of the Code and any Treasury Regulations promulgated thereunder; to interpret, alter, amend or revoke any rules and regulations so adopted; to enter into contracts on behalf of the Employer with respect to this Plan; to make discretionary decisions under this Plan such as called for in Article VII; to demand satisfactory proof of the occurrence of any event that is a condition precedent to the commencement of any payment or discharge of any obligation under the Plan; and to perform any and all administrative duties under this Plan. Every action taken by the Plan Administrator shall be presumed to be fair and a reasonable exercise of the authority vested in or the duties imposed upon it. The Plan Administrator shall be deemed to have exercised reasonable care, diligence and prudence and to have acted impartially as to all persons interested, unless the contrary be proven by affirmative evidence. The Plan Administrator shall not be liable for amounts payable under the Plan.

3.03 The term "Plan Administrator", whenever it shall appear in this Plan, shall include any person or group of persons authorized by the Plan Administrator, in writing, to act in his/her behalf in carrying out one or more of his/her duties as responsibilities under this Plan.

3.04 The Plan Administrator, or any person acting in behalf of the Plan Administrator, shall be eligible to participate in the Plan, but such person shall not be entitled to participate in discretionary decisions under Article VII relating to such person's own participation in the Plan.

3.05 The Plan Administrator's office shall screen and approve any insurance company or other entity seeking to sell an Investment Product or otherwise operate as an Approved Vendor under this Plan. The Plan Administrator may contract with an Approved Vendor (a) to issue to the Employer an Investment Product as described in Article V of the Plan, or (b) to provide services under the Plan for the convenience of the Employer as directed by the Plan Administrator.

3.06 Upon the occurrence of any event requiring the payment of amounts under this Plan, the Plan Administrator may in his/her sole discretion, elect to honor a request from the Participant to substitute the transfer in kind and assignment of any asset which the Employer has acquired, at fair market value.

ARTICLE IV - PARTICIPATION IN THE PLAN

4.01 **ELIGIBILITY:** Any Eligible Individual who performs services for the Employer for which Compensation is paid and who has executed a Participation Agreement with the Employer is eligible to participate in the Plan.

4.02 ENROLLMENT IN THE PLAN:

- (a) An Eligible Individual may become a Participant and agree to defer Compensation not yet earned by entering into a Participation Agreement. Compensation will be deferred for any calendar month only if a Participation Agreement providing for such deferral is executed by the Participant and approved by the Plan Administrator or its designee before the beginning of such month.
- (b) At the time of entering into or modifying the Participation Agreement hereunder to defer Compensation or at the time of re-entry following a withdrawal under Article VII, a Participant must agree to defer at least \$10.00 weekly. Each Participant will designate on his/her Participation Agreement the investment that will be used to determine the income to be accrued on amounts deferred by him/her.
- (c) A Participant who defers Compensation may not modify such agreement to change the amount deferred except with respect to Compensation to be earned in a subsequent calendar month or except as provided in Article VII hereof with respect to withdrawals. Notice of such modification must be given prior to the first day of the calendar month for which such modification is to be effective.
- (d) A Participant may at any time revoke the Participation Agreement to defer Compensation with respect to compensation not yet earned. The revocation is

effective and the Participant's full compensation will be restored in the month subsequent to the month such revocation is approved by the Plan Administrator. The Participant must notify the Plan Administrator in writing of such revocation prior to the first day of the calendar month for which such revocation is to be effective. Amounts previously deferred shall be distributed only as provided in this Plan.

- (e) A Participant who has withdrawn from the Plan, as set forth in Article VII, or has revoked the Participation Agreement as set forth in subsection (d), above, or who returns to perform services for the Employer after a Separation of Service, may again become a Participant in the Plan and agree to defer Compensation not yet earned by entering into a new Participation Agreement as provided in Section 4.02(a).
- (f) A Participant may, pursuant to procedures determined by the Plan Administrator, request that the Employer change the designation of the Designated Vendor utilized by the Employer to measure its Plan promise to the Participant; provided however, such options are approved by the Plan Administrator and such a request, whether executed or not, shall in no way interfere with the status of the Employer as the legal owner of any assets or contracts acquired by the Employer to support its obligation under this Plan.
- (g) The Participant acknowledges the right of the Plan Administrator to disallow deferral of Compensation under the Plan in excess of the limitations stated in Section 2.04. However, the Plan Administrator shall have no liability to a Participant if the Plan Administrator fails to disallow a deferral in excess of such limitation, if the Participation Agreement directed such deferral.
- (h) The Plan Administrator may from time to time change the investment option(s) under the Plan. If the Plan Administrator eliminates a certain investment option, all Participants who had chosen that investment will select another option; the Participant will have no right to require the Plan Administrator to select or retain any investment option. Any change with respect to investment option(s) made by either the Plan Administrator or a Participant, however, may affect only income to be accrued after that change.

ARTICLE V - CALCULATION OF BENEFITS

5.01 The amounts of any benefit payment to a Participant or Beneficiary made pursuant to this Plan shall be determined by the value at the time of such payment of the Investment Product(s) described below in accordance with elections in the Participation Agreement and the provisions of the Plan:

- (a) An amount equal to the amount which would have been payable to the Employer under either a contract, policy or account issued to the Employer by an Approved Vendor selected by the Participant as the Designated Vendor amount according to the terms and conditions of the Participation Agreement. The amount shall further be determined as if -
- the Participant is the annuitant under the annuity contract or the insured under the life insurance policy or beneficiary under any other approved account, or all three,
 - the manner and method of payment is as specified by the Participant or Beneficiary, and
 - the premium is equal to the Participant's Deferred Compensation as if such Deferred Compensation had been applied as a premium to such contract policy or account within a reasonable time subsequent to the reduction in the Participant's Compensation as authorized and as specified in the Participant's Participation Agreement.

5.02 The Employer at its discretion may acquire an Investment Product and invest amounts of Deferred Compensation in an Investment Product in order to provide a fund from which it can satisfy its obligation to make benefit payments pursuant to this Plan. Any Investment Product so acquired for the convenience of the Employer shall be the sole and exclusive property of the Employer with the Employer named as owner and beneficiary, and shall not be held in trust or collateral security for the benefit of any Participant or Beneficiary.

5.03 The Employer shall be liable to pay benefits under this Plan only to the extent of amounts that would have been available under the Investment Product as measured by elections made in the Participation Agreement, and the Employer shall not be responsible for the investment or performance results of any Investment Product. Furthermore, if an Investment Product is acquired to measure benefits payable under this Plan, the value of any benefit shall be determined by the actual value of the Investment Product at the time of benefit payment, unaffected by any independent or arbitrary standard of calculation with respect to such Investment Product.

ARTICLE VI - BENEFITS

6.01 GENERAL BENEFIT TERMS:

- (a) Benefit payments to a Participant or Beneficiary shall be made according to the manner and method of payment as elected by the Participant or Beneficiary: such election may be changed by a Participant or a Beneficiary as appropriate and as allowed by the Plan and any time more than thirty (30) days prior to the commencement of such benefit payments.
- (b) No amounts will be made available to a Participant or a Beneficiary earlier than:
 - (i) the calendar year in which the Participant attains age 70 1/2;
 - (ii) when the Participant is separated from service with the Employer; or
 - (iii) when the Participant is faced with an unforeseeable emergency as defined in Section 7.02 of the Plan.
- (c) In the case of distributions beginning before the death of a Participant, such distributions must be made in a form under which the amounts payable to the Participant will be paid at times specified in regulations adopted by the Secretary but in no event later than the time determined under Section 401(a)(9)(G) of the Code and Treasury Regulation Section 1.401(a)(9)-2.
- (d) Benefits must be distributed (i) over the life of the Participant and his/her designated Beneficiary or (ii) over a period not to exceed the life expectancy of the Participant or the joint life expectancy of the Participant and his designated Beneficiary. In the absence of an election in the Participation Agreement as to the manner and method of such benefit payments as provided in Section 6.01(a), the Employer shall make a lump sum distribution to the Participant or Beneficiary. In no event shall payments to a Beneficiary exceed the life of a Beneficiary when such Beneficiary is the surviving spouse of the Participant or a period of fifteen (15) years where such Beneficiary is not the surviving spouse of the Participant.
- (e) Benefit payments to a Participant or Beneficiary shall commence at the time provided in the Plan, subject to an irrevocable election by the Participant or Beneficiary as appropriate prior to the time such benefits first become payable to defer the beginning of such payments or a portion of such payments to a later date as allowed by the Plan and pursuant to the Participation Agreement.

- (f) The entire interest of the Participant will be distributed, or commence to be distributed, not later than the April 1st following the calendar year in which the Participant attains age 70 and 1/2 ("required beginning date"), in equal or substantially equal amounts over (i) the life of the Participant, (ii) the lives of the Participant and his/her Beneficiary, (iii) a period not extending beyond the life expectancy of the Participant and his/her Beneficiary, (iv) a period not extending beyond the joint and last survivor expectancy of the Participant and the Beneficiary, or (v) a combination of the foregoing. If a Participant has not retired, as of the required beginning date, distributions shall commence no later than 60 days after the close of the plan year in which he/she separates from service.
- (g) For purposes of interpreting the provisions of the Plan, the Plan Administrator shall only consider a Participation Agreement signed by the Participant or Beneficiary as appropriate and submitted to the Plan Administrator.
- (h) Any benefit payments which are payable over a period of more than one (1) year must be made in substantially non-increasing amounts paid not less frequently than annually.

6.02 BENEFITS UPON RETIREMENT, SEPARATION FROM SERVICE OR DISABILITY:

- (a) Upon retirement the Participant may elect commencement of benefits, provided further that beginning no later than sixty (60) days after the close of the Plan Year in which the Participant retires, the Employer must commence payments to the Participant; provided however, the Participant may irrevocably elect at least sixty (60) days prior to such commencement, to defer the beginning of such payments, or any portion of such payments, to a fixed and determinable date not later than the required beginning date.
- (b) If Separation from Service occurs prior to attainment of the Normal Retirement Age, the Employer must commence benefit payments no later than sixty (60) days after the close of the Plan Year in which the Participant Separates from Service; provided however, the Participant may irrevocably elect sixty (60) calendar days prior to such commencement, to defer the beginning of such payments, or any portion of such payments, to a fixed and determinable date no later than the required beginning date.
- (c) Disability - Upon disability, the Participant may elect commencement of benefits, and the Employer must commence such payments no later than sixty (60) days after the close of the Plan Year in which the Participant becomes disabled;

provided however, the Participant may irrevocably elect at least sixty (60) days prior to such commencement, to defer the beginning of such payments, or any portion of such payments, to a fixed and determinable date no later than the required beginning date.

- (d) Benefit payments to an independent contractor on account of termination of employment shall not commence until the first day of the month next following a twelve month period after termination and then only if the Participant has not performed services for the Employer during such period.

6.03 BENEFITS UPON DEATH AFTER COMMENCEMENT OF BENEFITS:

- (a) Should the Participant die at any time after benefit payments have commenced, the Employer shall commence payments to the Beneficiary of the balance remaining of such payments no later than sixty (60) days following receipt by the Plan Administrator of satisfactory proof of death of the Participant and the appointment of the administrator or personal representative of the Participant's estate. Such payments shall be made according to the manner and method selected by the Participant, provided that the remaining portion of such benefits, if any, must be distributed at least as rapidly under the method selected by the Participant as under the method of distribution being used as of the date of the Participant's death.
- (b) If no Beneficiary is designated as provided in Section 2.02 or if no Beneficiary survives the Participant for a period of thirty (30) days, then the Employer shall pay to the estate of the Participant a single lump sum amount equal to the current value of such remaining payments. If a Beneficiary does not survive the period after the Participant's death during which such payments to the Beneficiary are to be made, the Employer shall pay to the estate of that Beneficiary a single lump sum amount equal to the current value of such remaining payments to that Beneficiary.

6.04 BENEFITS UPON DEATH PRIOR TO COMMENCEMENT OF BENEFITS:

- (a) Should the Participant die at any time before benefit payments have commenced, the Employer shall commence benefit payments to the Beneficiary no later than sixty (60) days following receipt by the Plan Administrator of satisfactory proof of death of the Participant and the appointment of the administrator or personal representative of the Participant's estate. Such payments shall be made according to the manner and method provided in the Plan or as selected by the Beneficiary pursuant to a distribution agreement submitted to the Plan Administrator more than thirty (30) days prior to the commencement of such benefit payments.

- (b) (i) A Beneficiary who is not the Participant's surviving spouse may irrevocably elect to defer the beginning date of such payments to a date on or before December 31st of the calendar year following the year in which the Participant died, in which case, benefit payments may be distributed over the life or life expectancy of the Beneficiary but in no event may the distribution period exceed fifteen (15) years. Where such Beneficiary irrevocably elects to defer the beginning date of such payments to a date later than December 31st of the calendar year following the calendar year in which the Participant died, the Participant's entire interest must be distributed on or before December 31st of the calendar year in which the fifth (5th) anniversary of the Participant's death occurs.
 - (ii) A Beneficiary who is the Participant's surviving spouse may irrevocably elect to defer the beginning date of such payments to a date not later than December 31st of the calendar year in which the Participant would have attained age 70 1/2.
 - (iii) For purposes of this subsection, any amount paid to a child of the Participant will be treated as if it had been paid to the surviving spouse if the remainder of the interest becomes payable to the surviving spouse when the child reaches the age of majority.
- (c) If no Beneficiary is designated as provided in Section 2.02 or if no Beneficiary survives the Participant for a period of thirty (30) days, the Employer shall pay to the estate of the Participant a single lump sum amount equal to the current value of any remaining payments. If a Beneficiary does not survive the period after the Participant's death during which such payments to the Beneficiary are to be made, then the Employer shall pay to the estate of that Beneficiary a single lump sum amount equal to the current value of such remaining payments to that Beneficiary.

6.05 For purposes of determining life expectancies, they will be computed by use of the expected return multiple in Treasury Regulation Section 1.72-9 or, if distribution is to be effected through a contract issued by an insurance company, by use of the mortality tables of such company. For purposes of Article VI, the life expectancy of the Participant and the Participant's surviving spouse (if such spouse is the Beneficiary) may be recalculated annually.

6.06 Independent Contractor - Notwithstanding any other provisions of the Plan, any amount payable under Section of this Plan to a Participant who is or was an independent contractor shall not be paid under Sections 6.02, 6.03 or 6.04:

- (a) before a date at least 12 months after the date on which the contract expires under which services are performed for the Employer (or, in the case of more than one contract, all such contracts expire), and
- (b) on such date if the Participant performs services for the Employer as an independent contractor or employee after the expiration of the contract(s) and before such date.

6.07 FORM OF DISTRIBUTIONS:

- (a) Subject to the requirements of this Article IV, each Participant may elect the settlement option and payments to be made with respect to each event described in Article VI from among any alternatives offered by the Plan Administrator. Such Election may be made or modified up until the date thirty (30) days prior to the time that benefit payments are to commence. The settlement options and payment periods available under the Plan shall be:
 - (i) A lump sum distribution:
 - (ii) Annual or more frequent (but not more frequently than monthly) installments as nearly equal as practicable over a definite period; and
 - (iii) A life annuity provided by an insurance company.
- (b) If the Total Amount Deferred is less than \$3,500, or if a Participant has elected a settlement option for himself/herself or his/her Beneficiary that requires installment or annuity payments of less than \$50 per month, determined as of the date payments are to commence, then notwithstanding any election made pursuant to subsection (a), the Employer shall pay the Total Amount Deferred to the Participant or his Beneficiary in a single payment on the date payments are to commence.
- (c) Subject to the provisions of this Article VI, if a Participant does not effectively elect a settlement option and payment period for benefits payable under Article VI, then such benefits shall be paid to the Participant in the form of a lump sum distribution.

ARTICLE VII - UNFORESEEABLE EMERGENCY AND WITHDRAWALS

7.01 In the case of an unforeseeable emergency prior or subsequent to the commencement of benefit payments, a Participant may apply to the Plan Administrator for withdrawal of an amount reasonably necessary to satisfy the emergency need. If such application for withdrawal is approved by the Plan Administrator, the withdrawal will be effective at the later of the date

specified in the Participant's application or the date of approval by the Plan Administrator. The approved amount shall be payable in a lump sum within thirty (30) days of such effective date or in some other manner consistent with the emergency need as determined by the Plan Administrator.

7.02 For the purposes of this Plan, the term "unforeseeable emergency" means a severe financial hardship to the Participant resulting from a sudden and unexpected illness or accident of the Participant or of a dependent of the Participant (as defined in Section 152(a) of the Code), loss of the Participant's property due to casualty, or other similar extraordinary or unforeseeable circumstances arising as a result of events beyond the control of the Participant. Withdrawals for foreseeable expenditures normally budgetable, such as a down payment on a home or purchase of an auto or college expenses, will not be permitted. The Plan Administrator shall not permit withdrawals for an unforeseeable emergency to the extent that such hardship is or may be relieved:

- (1) through reimbursement of Compensation by insurance or otherwise;
- (2) by liquidation of the Participant's assets, to the extent that liquidation of such assets would not itself cause severe financial hardship; or
- (3) by cessation of deferrals under the Plan.

7.03 In no event shall the amount of a withdrawal for an unforeseeable emergency exceed the amount of benefits which would have been available to the Participant at the time of withdrawal. Notwithstanding any other provision of this Plan, if a Participant makes a withdrawal hereunder, the value of benefits under the Plan shall be appropriately reduced to reflect such withdrawal, and the remainder of any benefits shall be payable in accordance with otherwise applicable provisions of the Plan.

7.04 If the value of a Participant's benefits under the Plan is not greater than \$3,500.00, the Participant may elect to receive such value in a lump sum upon Separation from Service, regardless of any previous election.

ARTICLE VIII - LEAVE OF ABSENCE

A Participant on an approved leave of absence with or without Compensation may continue to participate in the Plan subject to all the terms and conditions of the Plan; provided further, Compensation may be deferred for such Participant if such Compensation continues while the Participant is on an approved leave of absence.

ARTICLE IX - NON-ASSIGNABILITY CLAUSE

Neither the Participant nor any other person shall have any right to commute, sell, assign, pledge, transfer or otherwise convey or encumber the right to receive any payments hereunder, which payments and rights thereto are expressly declared to be unassignable and non-transferable, nor shall any unpaid benefits be subject to attachment, garnishment or execution for the payment of any debts, judgments, alimony or separate maintenance owed by the Participant or any other person or be transferable by operation of law in the event of bankruptcy or insolvency of the Participant or any other person.

ARTICLE X - ASSETS

All amounts of Compensation deferred under the Plan, all property and rights which may be purchased by the Employer with such amounts, and all income attributable to such amounts, property or rights, shall remain (until made available to the Participant or his Beneficiary) solely the property and rights of the Employer and shall be subject only to the claim of general creditors of the Employer.

ARTICLE XI - AMENDMENT OR TERMINATION OF PLAN

11.01 The Employer may terminate or amend the provisions of this Plan at any time; provided however, no termination or amendment shall affect the rights of a Participant or a Beneficiary to the receipt of benefits with respect to any Compensation deferred before the time of the termination or amendment, as adjusted for the investment experience of the Investment Product of the Designated Vendor prior to or subsequent to the termination or amendment.

11.02 Upon termination of the Plan, the Participants in the Plan will be deemed to have withdrawn from the Plan as the date of such termination. The full Compensation of all Participants will be thereupon restored on a non-deferred basis. The Plan Administrator shall not distribute Plan benefits at the time of such termination; the Plan Administrator shall rather retain all amounts of Deferred Compensation and shall only pay or dispose of Plan benefits as provided by Articles V, VI, VII, and XI of the Plan and according to the terms of the Plan.

ARTICLE XII - PLAN TO PLAN TRANSFERS

12.01 This Plan shall accept for transfer amounts of Compensation previously deferred pursuant to another "eligible" plan of deferred compensation established pursuant to Section 457 of the Code and maintained by another employer.

12.02 If the Participant separates from service to accept employment with or perform services for another employer which maintains an "eligible" plan for deferred compensation pursuant to

Section 457 of the Code, the amounts deferred under this Plan shall, at the Participant's election, be transferred to such other "eligible" plan, provided such other plan provides for the acceptance of such amounts. The Participant's election to transfer must be made prior to the date benefits would otherwise become payable as a result of Separation from Service.

ARTICLE XIII - RELATIONSHIP TO OTHER PLANS

It is intended that, pursuant to Section 457 of the Code, the amount of Deferred Compensation will not be considered current compensation for purposes of Federal income taxation. Such amounts will, however, be included as compensation to the extent required under the Federal Insurance Contributions Act (FICA). Payments under this plan will supplement retirement and death benefits under the Employer's group insurance and retirement plans, if any.

ARTICLE XIV - TRANSFER IN LIEU OF BENEFITS

Upon the occurrence of any event requiring the payment of amounts under this Plan, the Plan Administrator may, in its sole discretion, elect to honor a request from the Participant to substitute the transfer in kind and assignment of any asset which the Employer has acquired, at fair market value.

ARTICLE XV - PARTICIPATION BY ADMINISTRATIVE MEMBERS

Members of the Administration who are otherwise eligible may participate in the Plan under the same terms and conditions as apply to other Participants, but each member shall not have the power to participate in any administrative action taken with respect to his participation.

ARTICLE XVII - INTERPRETATION

17.01 This Plan is intended to be an eligible deferred compensation plan within the meaning of Section 457 of the Code, and shall be interpreted so as to be consistent with such Section and all regulations promulgated thereunder.

1702. Word Usage: Words used herein in the singular shall include the plural and the plural the singular where applicable, and one gender shall include the other gender where appropriate.

17.03 Heading: The headings of articles, sections or other subdivisions hereof are included solely for convenience of reference, and if there is any conflict between such headings and the text of the Plan, the text shall control.

17.04 Counterparts: This document may be executed in several counterparts, each of which shall be deemed an original and said counterparts shall constitute but one and the same instrument, which may be sufficiently evidenced by the counterparts.

17.05 Governing Law: The Plan shall be construed under the laws of the State of Michigan.

IN WITNESS WHEREOF, the Employer has caused this Plan to be signed and attested to by its duly authorized officer(s) on the _____ day of _____, 1994.

WITNESS:

EMPLOYER

By: **COUNTY OF ST. CLAIR, MICHIGAN**

Title: _____

RESOLUTION 94-45

ADOPTING COLLECTIVE BARGAINING AGREEMENT
BETWEEN ST. CLAIR COUNTY
AND
PROBATE COURT CLERICAL EMPLOYEES - TPOAM

WHEREAS, the Probate Court Clerical Employees - TPOAM is recognized by the Michigan Employment Relations Commission, St. Clair County Probate court and St. Clair County as the exclusive representative of certain employees of the Court; and

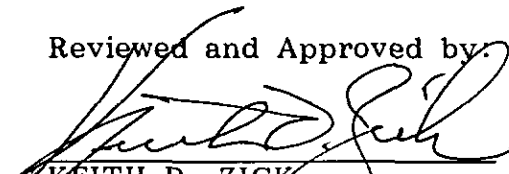
WHEREAS, the Probate Court has delegated authority to St. Clair County to bargain on matters of wages and working conditions; and

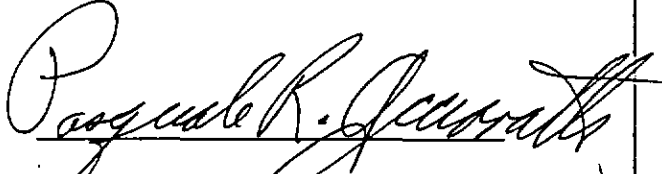
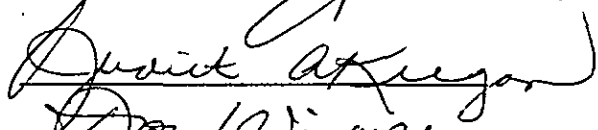

WHEREAS, the parties have collectively bargained mutually acceptable terms and conditions.

NOW, THEREFORE, BE IT RESOLVED, that the Collective Bargaining Agreement (Attached Exhibit "A") for the period July 1, 1994 through June 30, 1997 is hereby approved and adopted.

DATED: November 9, 1994

Reviewed and Approved by:


KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, MI 48040

A G R E E M E N T

BETWEEN

ST. CLAIR COUNTY PROBATE COURT

AND THE

ST. CLAIR COUNTY BOARD OF COMMISSIONERS

AND

ST. CLAIR COUNTY PROBATE COURT CLERICAL

EMPLOYEES - T.P.O.A.M.

JULY 1, 1994

THROUGH

JUNE 30, 1997

TABLE OF CONTENTS
TPOAM - ST. CLAIR COUNTY PROBATE COURT CLERICAL
JULY 1, 1994 THROUGH JUNE 30, 1997

<u>ARTICLE</u>	<u>TOPIC</u>	<u>PAGE</u>
1	Agreement	1
2	Purpose and Intent	1
3	Recognition	1
4	Management Rights	2
5	Agency Shop	3
6	Union Representation	4
7	Departmental Work Rules and Regulations	4
8	Grievance Procedure	4
9	Seniority	5
10	Loss of Seniority	6
11	Discharge and Discipline	6
12	Layoff and Recall	7
13	Transfer	8
14	Promotions and Demotion	8
15	Temporary Assignments	9
16	Employee Records Review	9
17	New Classifications	10
18	Resignation	10
19	Overtime	10
20	Working Hours	11
21	Leave of Absence	12
22	Worker's Compensation	13
23	Association Bulletin Board	13
24	Retirement	13
25	Educational Reimbursement	14
26	Health, Life and Dental Care	15
27	Sick Days and Disability Insurance	17
28	Vacations	19
29	Holidays	20
30	Service Recognition	21
31	Jury Duty and Subpoena and Witness Fee	21
32	Mileage Allowance and Expense Reimbursement	21
33	Salary Schedule	22
34	Term of Agreement	23

ARTICLE 1

AGREEMENT

1.1: This Agreement made and entered into this 1st day of July, 1994 by and between the Probate Court, St. Clair County, herein termed the Employer, and the St. Clair County Board of Commissioners being the Legislative body of said Employer, and the Probate Court Clericals herein termed as the Association.

ARTICLE 2

PURPOSE AND INTENT

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

2.2: 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 local Association members.

ARTICLE 3

RECOGNITION

3.1: The Association is hereby recognized by the St. Clair County Probate Court and the St. Clair County Board of Commissioners as exclusive representative of full time employees classified as Legal Stenographer(s), Clerk-Typist(s) I & II, Deputy Juvenile Register(s), Deputy Probate Register(s), Secretary(s) Court Reporter(s), Public Guardian Office Manager, Account Clerk(s) I and Account Clerk(s) III, Clerk Stenographer and Wills and Estates Clerks of the Probate/Juvenile Court and Public Guardian for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment, excluding all supervisor(s), elected officer(s), personal secretary(s) to the Judge(s), part time employee(s) and employees represented by any other labor organization.

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

3.3: In recognition of the agreements and concessions provided herein the Association and its members shall not engage in nor encourage, any strike, sit-down, stay-in, slow-down or similar action. The Employer shall have the right to discipline or discharge any employee participating in such action and the Association agrees not to oppose such action. In exchange for which, the Employer agrees not to lock-out an employee during the term of agreement.

ARTICLE 4

MANAGEMENT RIGHTS

4.1: It is recognized that all rights, powers, and duties of their offices inherent therein or otherwise provided by law or Court rule are reserved and retained by the respective Judges of the Probate Court and Juvenile Court, except only as expressly abridged in this Agreement. The control of its properties, and the maintenance of order and efficiency is solely the prerogative and responsibility of the Court. Other rights and responsibilities not expressly abridged by this contract shall belong solely to the Court in addition to the following, and are hereby provided as illustration only and not by way of limitation:

- A. The right to decide the number and location of its facilities, departments, and etc.; work to be performed within the unit; the right to alter or discontinue jobs, classification, or practices; the maintenance and repairs; amount and kind of supervision necessary; methods and means of operation; scheduling and establishment of hours; manpower and work sites; full control of the selection, examination, review, and evaluation of personnel, programs, operations and facilities; to determine when and where services will best facilitate the Probate Court and Juvenile Court.
- B. Further, it is recognized that the responsibility and prerogatives of the Management of the Probate Court and Juvenile Court for the selection and direction of the working forces includes but is not limited to the right to decide the number of employees, the right to hire, suspend, discipline for just cause or transfer, train or retrain; the right to decide employee's and job qualifications; to determine the times and amounts of overtime to be worked; recesses and to carry out Supreme Court directives concerning holidays; the right to make necessary rules and regulations governing employee's conduct and safety; and to relieve an employee from duty because of lack of work or other legitimate reason; all of which are vested exclusively in the Court, subject only to the provisions of this Agreement.
- C. The Court's failure to exercise any function or right hereby directly or indirectly reserved to it or its exercise of such function or right in a particular way shall not be deemed a waiver of its rights to exercise such function or right or preclude the Court from exercising the same in some other way not in conflict with the express provisions of this Agreement.
- D. The Association acknowledges the practice of following the provisions of the Juvenile Court Manual, prescribing in detail the standards of operation prescribed for the orderly and required management of the Juvenile Court. It is further understood that the Juvenile Court Manual may from time to time require revision due to changes in federal and/or state laws and regulations. Any other changes deemed necessary by the Court will be negotiated with the Association and will not conflict with the existing contract between the St. Clair County Board of Commissioners, St. Clair County Probate Court and the St. Clair County Probate/Juvenile Court Clerical Employees. The Association members must abide by the lawful provisions of said Manual.

ARTICLE 5

AGENCY SHOP

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

5.2: The representation fee shall be an amount as determined by the Association.

5.3: For those employees for whom properly executed payroll deduction authorization forms are delivered to the Personnel Office, the Employer will deduct Association dues or representation fees each pay period as per such authorization and shall remit to the Association any and all amounts so deducted, together with a list of employees from whose pay such deductions were made.

5.4: If the bargaining unit member fails to comply, the Association shall send the following letter to the delinquent bargaining unit member and a copy to the Employer.

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

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

5.7: The Association shall indemnify, defend, and save the Court and 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 Court and County for the purposes of complying with the provisions of the article. It is further agreed that neither any employee nor the Association shall have any claim against the Court and County for any deductions made or not made, as the case may be, except that the Court and County shall be responsible to provide the Association with dues deducted from the employee's pay. In no case shall the Court and County be responsible to pay to the Association or employee an amount equal to dues or representation fee which may or may not have been deducted and paid to the Association or employee.

ARTICLE 6

UNION REPRESENTATION

6.1: The Association shall be represented to the Employer by no more than two (2) representatives. The names and classifications of these employees shall be communicated in writing to the Probate Court Administrator and Personnel Director of the County upon their selection and/or subsequent change.

6.2: The representative(s) shall be permitted to represent the employees to the Employer in matters of negotiation, grievances or concerns of the membership. No more than two (2) employees may be paid when in negotiations. No more than one (1) employee representative may be paid for time spent representing the Association in all other matters.

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

ARTICLE 7

DEPARTMENTAL WORK RULES AND REGULATIONS

7.1: The Court is authorized to determine departmental work rules and regulations in addition to the policies described herein. Such work rules and regulations must be written and posted in a conspicuous place. Each employee shall be given a copy of the Court work rules.

7.2: Such work rules or regulations will be null and void where they conflict with statutes, or this Agreement.

7.3: Department work rules and regulations are subject to the grievance procedure.

7.4: Work rules and regulations may be instituted which specifically address the safety and physical well being of the employee.

7.5: All work rules and regulations, including safety, are enforceable by discipline.

7.6: A disputed work rule or regulation shall be held in abeyance until resolved by negotiation, discussion, mediation or grievance. Be it provided however, this process shall not unduly disrupt the operation of Court or unnecessarily protract a resolution.

ARTICLE 8

GRIEVANCE PROCEDURE

8.1: Step 1

- A. An employee having a specified grievance alleging violation of this Agreement shall within fifteen (15) calendar days of the occurrence take the matter up with their immediate supervisor in an effort to resolve the matter. The Association shall advise the Supervisor that discussions represent a Step 1 hearing or the matter shall not be subject to further advancement through the Grievance Procedure.

8.2: Step 2

- A. A grievance shall be considered resolved at Step 1 unless reduced to writing, signed by the aggrieved employee and submitted to the Assistant Juvenile Services Director or designee within ten (10) calendar days of taking the matter up with the immediate supervisor. The written grievance shall specify the provision of the Agreement violated and the remedy requested to resolve the grievance.
- B. The Assistant Juvenile Service Director shall within fifteen (15) work days, schedule a hearing at which time the grievant and the Association's employee representative and, if determined by the Association, a non-employee Association representative shall be present to present allegations, proofs and remedies. The Assistant Juvenile Service Director or designees shall act as hearing officer and shall be entitled to structure the hearing and include any witnesses, experts or knowledgeable persons to the proceedings. The Assistant Juvenile Service Director or designees shall issue a written response within ten (10) working days of the conclusion of the hearing.
- C. In the event the Grievant is assigned to the Probate-Adult division, the grievance shall be processed from Step 1 to Step 3 to the exclusion of Step 2.

8.3: Step 3

- A. A grievance shall be considered settled at Step 2 unless submitted to the Probate Court Administrator within seven (7) calendar days of the Step 2 response.
- B. The Probate Court Administrator shall review the Step 2 grievance response and the Association grievance and may call for a meeting of all the parties involved. The meeting shall be scheduled at the earliest date agreeable among the parties. The Probate Court Administrator shall within thirty (30) calendar days of receipt of the grievance or meeting, which ever applies, issue a written response to the grievance. The decision of the Probate Court Administrator shall be final and binding.

8.4: In the event the grievance is a dispute about salary and/or any fringe benefit the Personnel Director of the County shall hear the grievance at Step 2 rather than the Assistant Juvenile Services Director. The County Administrator/Controller shall hear the grievance at Step 3 rather than the Probate Court Administrator. The decision of the County Administrator/Controller may be submitted to arbitration through the American Arbitration Association for final and binding resolution provided the Court and the County are advised of the Union's intent to arbitrate, within thirty (30) calendar days of the Step 3 decision.

ARTICLE 9

SENIORITY

9.1: New employees hired in the unit shall be subject to an orientation period for the first twelve (12) months of employment. Only after the satisfactory completion of the orientation period, shall the employee be added on the seniority list of the unit and seniority shall start as of the last date of hire. Seniority shall be based upon the most recent date of full time employment with the Court or County.

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

9.3: When employees acquire seniority, their name shall be placed on the seniority list.

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

9.5: The employment of an employee who does not satisfactorily complete the orientation period shall be terminated and the employee shall have no recourse through the grievance procedure.

ARTICLE 10

LOSS OF SENIORITY

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

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

ARTICLE 11

DISCHARGE AND DISCIPLINE

11.1: The Employer agrees to promptly, upon the discharge or discipline of an employee, notify in writing one of the local designated representatives of the Association of the discharge or discipline. The employee shall have the right to prepare a written statement as it relates to the discipline which shall be incorporated in the Employer's record with the discipline.

11.2: Should the discharged or disciplined employee consider the charge to be improper, procedures outlined in the grievance procedure provisions of the Agreement may be followed by the employee. The Employer shall review with the employee disciplinary action taken against the employee in a reasonable method and manner prior to the documentation of such action becoming part of the Employer's record. The employee shall have the right to be represented by the Association during this review.

11.3: In imposing any discipline on a current charge, the Employer will not take into account any prior infractions resulting in verbal or written discipline which occurred more than two (2) years previously. The Court

shall be entitled to consider discipline on any infraction that resulted in a suspension regardless of the date of the suspension.

11.4: An intentional falsification of an employment application which has not been formerly disclosed in writing to the Employer shall result in the termination of employment.

11.5: The Employer shall not transmit, or otherwise make available to a third party, disciplinary reports, letters of reprimand, or other records of disciplinary action which are more than four (4) years old, except when ordered to do so in a legal action or arbitration.

ARTICLE 12

LAYOFF AND RECALL

12.1: When a layoff is determined to be necessary, the least senior employee(s) in the classification shall be laid-off in accordance with all the following safe guards and conditions.

12.2: Temporary and newly hired employees on orientation status shall be laid off first to the extent necessary to accomplish the need of the Court and within the classification affected by layoff.

12.3: An employee subject to layoff shall be entitled to displace the least senior employee in the most immediately less paying classification provided the employee subject to layoff has more seniority than the employee in the less paying classification. The displaced employee shall be considered an employee subject to layoff and entitled to displacement rights as such. The employee who displaces a less senior employee shall be required to satisfactorily complete a one hundred and thirty (130) work day trial period or be laid off and the displaced employee recalled. The Court Reporter shall be exempt from displacement nor shall the Court Reporter be entitled to displace another employee in the bargaining unit unless the Court Reporter previously held the classification.

12.4: When a recall is necessary, the most senior employee shall be recalled to the position formerly held. Recall notice shall be made by written notice sent by certified mail with return receipt requested.

12.5: Failure to report to work on the day scheduled to return from layoff shall result in termination of employment.

12.6: A refusal to accept a suitable offer to return to work shall result in termination of employment. A suitable offer of work shall not be at a reduced rate of pay or hours of work.

12.7: Employees not recalled to work within one (1) year from the date of layoff shall have their employment terminated and shall have no recall rights.

12.8: Employees may elect to withdraw all their retirement contributions upon layoff, provided the layoff is deemed permanent by the supervisor or when recall rights have elapsed as provided in 12.7:. The withdrawal of retirement contributions cancels all retirement benefit rights and privileges. Retirement contributions may be repaid after recall or rehire as provided by the St. Clair County Employees Retirement plan.

12.9: Seniority shall not accrue during a period of layoff.

12.10: A laid off employee shall not be eligible for, nor receive, any fringe benefits.

ARTICLE 13

TRANSFER

13.1: A transfer shall mean a change of work assignments but not a change in classification nor a job promotion.

13.2: The Court is authorized to transfer employees within the Court in order to maintain the efficiency of the Court, without reduction in salary.

13.3: Employees may request a transfer to another Court division. The Court shall have exclusive authority to grant or deny a transfer request.

13.4: Employees who transfer shall retain full seniority and fringe benefits.

13.5: Employees who request transfer shall be required to satisfactorily complete a six (6) month orientation period. Upon satisfactory completion the employee shall remain in the position. Unsatisfactory performance shall result in the return to the employee's former division.

ARTICLE 14

PROMOTIONS AND DEMOTION

14.1: A promotion shall mean a change in classification resulting in an increase in salary.

14.2: A demotion shall mean a change in classification resulting in a decrease in salary and/or compensation.

14.3: The Court is authorized to promote employees as vacancies occur within the Court. A member of the bargaining unit shall have first opportunity to apply for a vacancy in the bargaining unit provided they possess the necessary qualifications as stipulated by the Court.

14.4: The Court will determine the means and method of recruiting and evaluating candidates for vacant positions. All candidates, including employees, must conform to the conditions and time limits prescribed by the Court in order to further their candidacy.

14.5: When a vacancy occurs, an employee may request consideration for the promotion. The employee shall communicate interest in the position by completing an application form or providing a resume including the following information:

- A. Their name, classification, and division.
- B. Position desired.
- C. Qualifications for the job, such as skill levels, ability, experience and/or education.

Employees who are promoted shall retain full seniority and fringe benefits.

14.6: The employee shall be required to satisfactorily complete a six (6) month orientation period. In the event of an unsatisfactory performance, the employee shall revert to the previously held classification and division.

14.7: A written evaluation shall be made three (3) months prior to the completion of the orientation period.

14.8: When an employee is promoted to a higher paying classification, they shall be compensated at the nearest higher salary step to the employee's current compensation.

14.9: An employee is subject to demotion for any of the following reasons:

- A. Economic or budgetary necessity.
- B. Inability to perform the required functional tasks.
- C. Failure to maintain the moral or ethical standards required for the position.
- D. Incompetency.
- E. Reorganization.

14.10: Notice of demotion shall be made in writing and shall detail the reason(s) for the demotion. It shall be left to the discretion of the employee to provide the Association with a copy of the notice.

14.11: The demoted employee shall be compensated at a salary that does not exceed the salary of the former classification but is consistent with the demotion classification.

14.12: Any demotion shall be subject to the Grievance Procedure.

ARTICLE 15

TEMPORARY ASSIGNMENTS

15.1: An employee may be temporarily assigned to perform the tasks or duties of another employee when circumstances warrant.

15.2: Temporary assignments shall be authorized in writing to the employee by the Supervisor.

15.3: A temporarily assigned employee shall be paid for work performed in a higher paying classification when assigned by a supervisor for ten (10) working days. A temporarily assigned employee shall not be made to suffer a reduced rate of pay for a temporary assignment when assigned to a lower paying classification.

15.4: A temporary employee is an employee hired to perform a function full time for a predetermined period of time as a substitute for an employee on a leave of absence or in a seasonal capacity. The temporary status of a substitute employee shall not exceed four (4) years. The temporary status of a seasonal employee shall not exceed ninety (90) calendar days. A temporary employee shall not be eligible for fringe benefits. Should a temporary employee acquire a regular full time position, the employee shall not be eligible for fringe benefits including seniority rights during the period of temporary employment.

ARTICLE 16

EMPLOYEE RECORDS REVIEW

16.1: In accordance with all applicable statutes an employee shall have the right to review the content of their employee personnel file. An employee may review their personnel file in the Personnel Office during the County's regular hours of operation.

16.2: The employee may inquire into disciplinary actions taken against the employee provided in the Employers record. The Employer shall provide an inventory of all disciplinary items on record, defining these actions by circumstance and date. Be it provided, however, that the employee's statutory rights to review such records are not hereby waived.

16.3: The employee may request to receive copies of all disciplinary actions taken against the employee. The Employer shall provide copies of all such documentation at the expense of the employee.

ARTICLE 17

NEW CLASSIFICATIONS

17.1: The Association shall be notified in writing of a new bargaining unit classification within ten (10) working days of its effective date. The Association shall also be advised of the rate structure.

17.2: The Association shall, within ten (10) working days, provide written request to negotiate the matter or the matter will be considered resolved.

ARTICLE 18

RESIGNATION

18.1: Employees who voluntarily resign should provide the Court no less than two full weeks of prior notice.

18.2: Failure to provide proper notice shall result in the loss of one day of compensable sick day pay-off for each day short of proper notice.

18.3: Employees shall be paid for all unused vacation up to a maximum of thirty-five (35) days. If a timely notice is provided, every effort shall be made to pay off unused vacation days on the last check earned by the employee.

18.4: The check for unused sick days, when applicable, shall be paid by individual payroll check the pay period following the final regular payroll check.

18.5: Employee's may elect to withdraw or maintain their retirement plan contribution with the County. Withdrawal shall be accomplished on a form supplied by the County.

ARTICLE 19

OVERTIME

19.1: It is recognized that Clerical employees are subject to the Federal Fair Labor Standards Act which address mandatory overtime pay. It is with this consideration that employees shall be subject to overtime pay or compensatory time according to the following safeguards and provisions.

19.2: Employees shall be compensated with overtime pay or compensatory time at the rate of time and one-half (1 1/2) for:

- A. Work in excess of seven and one-half (7 1/2) hours or eight (8) hours in a day, based on the operation of the division.
- B. Work in excess of thirty-seven and one-half (37 1/2) hours or forty (40) hours in a week based on the operation of the division.
- C. The provisions of A and B shall be applied individually and not collectively or compound the amount of compensatory time or pay.

- D. Employees called into work shall be guaranteed a minimum of three (3) hours compensatory time if such call-in does not coincide with the start of a work day.

19.3: Work performed on a holiday shall be compensated at the rate of two and one-half (2 1/2) times with compensatory time or pay.

19.4: All overtime must have prior approval of a supervisor or it shall be denied. The Supervisor shall determine whether overtime is to be paid or granted as compensatory time.

19.5: Compensatory time may accrue to a maximum of two hundred and forty (240) hours. Hours shall be paid and not accrued as compensatory time.

19.6: Compensatory time shall be scheduled at the mutual convenience of the Supervisor and employee but may be ordered by the Supervisor.

ARTICLE 20 WORKING HOURS

20.1: The Court shall determine the hours of operation for all its divisions.

20.2: The Division Head shall schedule the hours of work of employees in the Division.

20.3: A full-time employee shall mean an employee regularly scheduled to work 37.5 hours a week or 40 hours a week contingent upon the operation of the Division.

20.4: A part-time employee shall mean an employee regularly scheduled to work less than 37.5 hours a week or less than 40 hours a week contingent upon the operation of the Division. Part time employees shall not be subject to Association membership or representation.

20.5: A temporary employee shall mean an employee who is hired for a predetermined period of time.

20.6: A regular employee shall mean an employee who is employed in a classification for an ongoing undetermined period of time.

20.7: Employees shall be eligible for a one-hour lunch period without pay, to be scheduled at the discretion of the employee's supervisor. The employee shall also be eligible for two (2) fifteen (15) minute breaks to be scheduled at the discretion of the Supervisor.

20.8: A scheduled break which is not taken shall not be compensated for at a later time, unless due to an operational constraint and the Supervisor had provided prior consent. In any event, the accumulated break time shall not exceed thirty (30) minutes and shall be compensated with equal time off in the same pay period in which it is earned.

20.9: Any employee who is not permitted a full lunch period due to operational constraints shall be allowed equal time off as determined by the Supervisor. Such time shall be provided in the same pay period in which it is earned.

20.10: The Supervisor shall determine an operational constraint.

20.11: The Supervisor shall determine the need to work overtime.

20.12: As much as possible, where employees are capable of performing the tasks, overtime will be equalized among employees by the Supervisor.

ARTICLE 21

LEAVE OF ABSENCE

- 21.1: An employee may request a leave of absence for:
- A. Serious or critical illness of their spouse, spouse's parent, child, or parent;
 - B. Personal illness (physical or mental); or,
 - C. Educational purposes.

The Court shall comply with all applicable laws in providing leaves of absence.

21.2: An employee may request a leave of absence for serious or critical illness to their spouse, child or parent. The employee shall be entitled to use accrued sick days to provide compensation during such a leave. An employee who lacks sufficient sick days or who elects not to use sick days shall be on a leave without pay. The employee shall provide medical verification from the attending physician to be eligible for a leave of absence.

21.3: The leave of absence for personal illness shall be consistent with the provisions of Article 27 - Sick Days and Disability Insurance in order to be granted. The employee shall be required to provide medical verification by the attending physician when illness extends beyond seven (7) calendar days and at reasonable intervals as determined by the County. Such leave shall not extend beyond five (5) years. The County shall have the right to require an employee to submit to an examination by a physician of the County's choice provided such charges are paid by the County.

21.4: An educational leave without pay (except when required by the Court) may be granted for a reasonable interval but shall not exceed one (1) year. The leave shall be consistent with meeting the operational needs of the Court or it shall be denied.

21.5: In no case shall an employee be granted a leave greater than the length of time provided herein. In the event the employee fails to return to work the next work day following the expiration of a leave of absence, the employee shall be considered to have resigned, except as may be provided otherwise by law.

21.6: An employee shall not be entitled to return to work from a leave of absence due to personal illness without verification by the attending physician of medical recovery.

21.7: Any request for a leave of absence shall be made in writing and approval or denial shall be in writing.

21.8: The employee on leave shall be eligible to return to the position held prior to commencing the leave provided the employee is capable of performing the work.

21.9: An employee on a leave with pay shall be eligible for vacation time, sick days, retirement credit, seniority, or gain from any other fringe benefit for the initial six (6) months of leave. An employee on leave beyond six (6) months or on leave without pay shall not be eligible for any fringe benefits or seniority except as provided in Article 27 - Sick Days and Disability Insurance, Section 10.

ARTICLE 22

WORKER'S COMPENSATION

22.1: All employees shall be subject to the St. Clair County's Worker's Compensation Plan, the terms and conditions of which are described herein.

22.2: When an employee is injured during the course of employment, the alleged injury shall be reported to a Supervisor as soon as possible. The Supervisor shall complete an accident report on the form provided by the County and submit it to the Personnel Office.

22.3: In the event of an alleged injury, the Supervisor shall immediately contact the Personnel Office.

22.4: The County shall provide the employee the opportunity to supplement Worker's Compensation from accrued sick days or disability pay on a leave of absence due to a work related illness or injury. The supplemental compensation shall provide the difference between Worker's Compensation and the employee's normal pay minus Federal, State, local and F.I.C.A. taxes. The supplemental compensation shall be deducted from the employee's accrued sick days or disability pay but in no case exceed the employee's accrued sick days or gross salary.

22.5: When an employee is eligible for Worker's Compensation, the employee shall endorse to the County the Worker's Compensation check and the County shall continue to provide the employee a regular pay check minus normal authorized payroll deductions to the extent of their accrued sick days.

22.6: Employees who elect not to supplement their Worker's Compensation or who have no or insufficient sick days or who exhaust their sick days while on an injury leave, shall retain the Worker's Compensation check as directed by the County.

22.7: The Court shall supplement Worker's Compensation on the ratio of one (1) sick day for every three (3) days of leave.

ARTICLE 23

ASSOCIATION BULLETIN BOARD

23.1: The Association shall be granted bulletin board space by the Court for the following notices:

- A. Notices of Association recreational and social events.
- B. Notices of Association elections.
- C. Notices of results of Association elections.
- D. Notices of Association meetings.

ARTICLE 24

RETIREMENT

24.1: All full time regular employees shall, upon their date of hire, participate in the St. Clair County Employees Retirement Plan. Specific terms and conditions of retirement not herein defined are subject to the terms and conditions provided by the Retirement Plan custodians and shall not be subject to nor require separate union approval.

24.2: The County shall determine the level of funding necessary to assure and maintain the financial stability of the system. The employee shall contribute five percent (5%) of their total wages as a bi-weekly payroll deduction. The County shall contribute the remaining contribution determined necessary.

24.3: Employees who terminate their employment prior to eligibility for retirement may withdraw the amount they contributed plus interest. Contributions withdrawn from the plan prior to retirement shall result in termination of all benefits from the plan.

24.4: A retiring employee shall be entitled to final average compensation multiplied by years of service in accordance with the following schedule:

<u>Years of Service</u>	<u>Annual Multiplier</u>
1 through 10	1.75%
11 through 19	2.00%
20 through 24	2.00%
25 through 29	2.40%

Upon attaining the twentieth (20) year, the multiplier shall be retroactive to the first year. The multiplier maximum accrual shall not exceed sixty-nine and six-tenths' percent (69.6%).

24.5: The retirant shall have had twenty (20) years of service credit in order to be eligible for health care coverage participation. The cost of the health care plan shall be borne by the retirement plan.

24.6: The County shall continue to make available a deferred compensation program to all currently employed bargaining unit members, provided a program is available.

24.7: An employee shall be eligible for early retirement when the combination of years and months of actual service and age equal eighty (80) years, provided the employee shall also have completed twenty-five (25) years of actual service. Years of actual service shall mean that period of time employed and contributing to the St. Clair County Employee Retirement Plan and excluding, by way of example, reciprocity through other retirement plans or the purchase of military service time.

ARTICLE 25

EDUCATIONAL REIMBURSEMENT

25.1: Employees enrolled for accredited extension or formal educational courses may request reimbursement for tuition, fees, and supplies. Approval for reimbursement shall only be considered when the education maintains or improves the employee's skills in the area in which they are employed.

25.2: Request for reimbursement must be made in writing and shall include a description of the course, the beginning and concluding date of the course, the cost of tuition, fees and supplies (such as books, manuals, or special materials) and, if applicable, grants, aids, or scholarships available or provided.

25.3: Approval of the request for reimbursement shall be contingent upon available funding, to a maximum of \$500 per course, the relevancy of the course to the employee's job, and the employee obtaining a passing grade in

the course. The Chief probate Judge shall have the right to approve or deny a request for reimbursement for all or part of any tuition, fees, and/or supplies as provided in Section 4 below. Chief Probate Judge approval, if granted, must be in writing and shall stipulate the extent of tuition, fees, and/or supplies to be reimbursed. The request shall be considered to be denied in the absence of written approval.

25.4: An employee shall have at least one year of full time service with the Court to be eligible for consideration. In the event the employee does not continue employment for one (1) year following completion of one course or two (2) years following completing two or more courses or obtaining a degree or certificate, the employee shall repay all the reimbursement to the Court.

25.5: An employee who successfully completes a course, with or without reimbursement, shall not necessarily be entitled to an automatic promotion, extraordinary advancement in the salary range, or a higher classification based upon completion of the course or attainment of a degree or certification.

25.6: An employee shall be entitled, with written authorization from the Court, to attend class or complete class assignments during their regularly scheduled working hours at the expense of the Court. The employee shall be entitled to utilize the resources of the Court including supplies, equipment, or personnel with supervisory approval. Failure to comply with either provision may result in forfeiture of reimbursement for course expenditures or discipline including discharge or both.

ARTICLE 26

HEALTH, LIFE AND DENTAL CARE

26.1: Each full time employee shall be eligible to participate in the comprehensive medical and hospitalization plan with the following riders:

Hospital Deductible - \$150 - Employee/\$250 - Family
ML - Laboratory and X-Ray Expense Benefits
D45NM - TB and Nervous and Mental Expense Benefits
SAT-2 - Substance Abuse Programs
Medicare 2 - 1 - Medicare Complimentary Coverage
FC - Dependent Eligibility
SD - Sponsored Dependent
COB - Coordination of Benefits
\$5.00 Co-Pay - Prescription Drug Rider
Master Medical Option 1
VCA-80 - Optical
FAE-RC - Emergency Room Rider
HC - Hospice Care
Case Management
Precertification

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

- a. Employees hired on or after January 1, 1986 shall pay 100% of FC and/or SD riders plan costs.
- b. Employees hired prior to January 1, 1986 who do not enroll dependents on the FC and/or SD riders until after January 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 FC and/or SD riders plan costs. Be it provided, however, that enrollment changes on or after the date of implementation shall be subject to the preceding subsection B.

26.2: Each full time employee eligible to participate in the plan shall be entitled to select any one of the following options in the place of the core option.

A. OPTION I

All coverages and riders subject to:

- * \$100/\$200 Deductible
- * 80/20 cost share of usual, reasonable and customary charges.
- Precertification/Case Management
- Annual Cash Rebate (Paid Bi-Weekly)
- * \$200 - Single Plan
- * \$335 - Two Person Plan
- * \$410 - Family Plan

B. OPTION II

All coverages and riders subject to:

- * \$250/\$500 Deductible
- * 80/20 cost share of usual, reasonable customary charges.
- Precertification/Casemanagement
- Annual Cash Rebate (Paid bi-weekly)
- * \$400 - Single Plan
- * \$675 - Two Person Plan
- * \$830 - Family Plan

C. OPTION III

Full time employee's eligible to participate in the plan but who elect not to participate shall be entitled annual compensation as follows:

- * \$1350 - Family Plan subscriber
- * \$1100 - Two Person subscriber
- * \$ 650 - One Person subscriber

Payment shall be made in equal bi-weekly installments with the employee's paycheck. The employee may elect the compensation through deferred compensation or individual flexible spending account. The employee shall have sole responsibility to apply for deferred compensation which shall be consistent with all terms and conditions of deferred compensation.

26.3: The County shall have authority to select the health care provider provided such coverage is identical.

26.4: 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.

26.5: The County shall provide full time employees with the plan 100/50/50 dental insurance with a carrier of the County's choosing:

A. CORE OPTION

- * Plan 100 50/50 to an annual maximum of \$600 per individual.
- * Orthodontia Plan 50/50 to a lifetime maximum of \$1500 of \$3000 per individual.

B. OPTION I

* \$200 to a flexible reimbursement account.

C. OPTION II

* \$150 cash rebate.

26.6: The Employer will provide a \$25,000 group life insurance plan for qualified insurance employees as the core option.

A. OPTION I

The eligible employee may purchase an additional amount equal to the core at the employer's group rate. The employee shall be subject to and responsible for any and all taxes on the premium amount as determined by the IRS.

B. OPTION II

The eligible employee may purchase an amount equal to twice the core at the employer's group rate. The employee shall be subject to and responsible for any and all taxes on the premium amount as determined by the IRS.

26.7: 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.

26.8: 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.

26.9: 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

SICK DAYS AND DISABILITY INSURANCE

27.1: Full time regular employees shall be credited with one (1) sick day upon each monthly anniversary to be used for the purposes provided by this Agreement. Any sick day use other than provided by this Agreement shall be considered a misuse and an abuse.

27.2: Full time regular employees shall be entitled to accrue sick days to a maximum of thirty (30) days.

27.3: An employee shall be eligible to use sick days, upon satisfactory completion of the orientation period, for personal illness or serious or critical illness to their spouse, parent or child. The employee shall also be eligible to use up to a maximum of five (5) sick days as funeral leave to a member of the immediate family as defined and limited: spouse, child, step-child, sibling, grand parent, sister-in-law, brother-in-law, mother, father, step-parent, grandchild or immediate family member of the spouse according to the preceding definition. The employee shall be required to provide proof of illness to spouse, parent or child and/or death of immediate family member.

27.4: An employee shall not be entitled to use more sick days than have been accrued or in advance of days to be credited.

27.5: An employee who uses two (2) sick days in a thirty (30) calendar day period or six (6) days in a ninety (90) calendar day period, without a statement from their attending physician indicating the nature of their illness shall be on "proof required status". Proof required status shall mean the employee must provide a statement from their attending physician indicating the nature of the illness in order to be eligible for sick day pay. The employee shall be on proof required status for six (6) calendar months. The employee who fails to provide appropriate medical verification shall not only be denied sick day compensation, but shall be subject to discipline.

27.6: Sick days may be taken in place of normally scheduled work days, excluding holidays.

27.7: An employee shall be eligible for salary continuation when an illness or injury extends beyond twenty (20) consecutive work days. Compensation shall commence the twenty-first (21st) work day and shall provide two-thirds (2/3) of the disabled employee's normal pay before all payroll deductions including taxes and F.I.C.A. Salary continuation shall be for a period of five (5) years. Verification of a continuing medical disability may be required by the County in order to provide salary continuation. Salary continuation shall be offset by benefits derived from the County's Retirement Plan, Social Security and/or Worker's Compensation.

27.8: The County shall provide the disabled employee salary continuation from the twenty-first (21st) work day to the one hundred and eightieth (180th) calendar day from disability. During the period that the County provides the disabled employee salary continuation, the employee shall be entitled to continuation of the fringe benefits which shall be provided consistent with the employee's reduced salary. In other words, all benefits based upon salary shall be computed upon the reduced salary.

27.9: The disabled employee shall not be ineligible for salary continuation for refusal to accept an offer of work in a classification other than the classification held at the time of disability.

27.10: Commencing the one hundred and eighty-first (181st) calendar day salary continuation shall be provided by an insurance carrier of the County's choice or by the County at the County's discretion. At such time the disabled employee shall not be eligible for fringe benefits. Be it provided, however, that the disabled employee shall be entitled to obtain group health insurance through the County in accordance with the following safeguards and conditions.

A. The disabled employee shall be entitled to six (6) months of health care coverage provided the employee pays fifty percent (50%) of the premium costs.

B. The County shall require prepayment of all premium costs.

27.11: The County shall implement effective January 1, 1993 the following option to the core salary continuation (disability) plan.

A. CORE OPTION

- * 66 2/3% of base salary
- * 5 years from date of disability
- * \$4,000 monthly maximum

B. OPTION I

- * 70% of base salary
- * Benefit to age 65
- * \$6,000 monthly maximum

The employee election Option I shall pay, by bi-weekly payroll deduction, the difference in premium between the Core Option and Option I at the County's Group Rate.

27.12: Nothing shall prohibit the County from offering the employee a redemption in lieu of salary continuation. Be it provided, however, that the employee shall have sole responsibility to accept or reject a redemptive offer.

27.13: The employee shall be eligible to supplement disability compensation with vacation on a ratio of one (1) vacation day to three (3) days of absence in order to remain at full normal gross salary.

27.14: When an employee's illness or physical condition raises the question of fitness to perform normal duties, or if the employee exhibits questionable attendance, the Supervisor may require the employee to submit to a physical examination and the County shall pay the expenses incurred.

27.15: An employee on an approved disability leave using sick days, salary continuation or disability insurance shall be subject to all the provisions of Article 21 - Leave of Absence.

27.16: The employee must promptly notify their Supervisor of their absence or be subject to discipline.

27.17: Upon termination of employment, an employee with accrued sick days shall be entitled to receive compensation to a maximum accrual of thirty (30) sick days based upon the following graduated schedule of months of service.

<u>Months of Service</u>	<u>% of Accrual</u>
12 to 24	20%
25 to 36	30%
37 to 48	40%
49 or more	50%

ARTICLE 28

VACATIONS

28.1: All full time regular employees shall be entitled to vacations according to the following schedule:

<u>Years of Service</u>	<u>Annual Vacation Days</u>
1 - 2	10
3 - 4	12
5 - 9	15
10 - 14	17
15 - 19	20
20 - 24	22
25 +	25

28.2: The full allocation of days according to the above schedule shall be credited to the employee upon each anniversary of full time employment.

28.3: Vacation days shall not be used prior to their being credited or beyond the number of those days accumulated.

28.4: An employee shall be entitled to carry forward from the previous years accrual as many days that when added to the anniversary credit does not exceed thirty-five (35) days. In other words, an employee shall not be entitled to maintain an accrual of more than thirty-five (35) days at any one time.

28.5: Vacation days must have the prior approval of the Court to be used. Approval shall be contingent upon meeting the operational needs of the Court but approval shall not be unreasonable withheld. Scheduling shall be on a "first come, first served" basis. Seniority shall prevail when requests are simultaneous.

28.6: A holiday occurring during a paid vacation leave shall not be deducted from the vacation accumulation.

28.7: Upon termination, retirement or death, the employee or beneficiary or the employee's estate shall be paid the total accrued unused vacation days and a prorated pay-off of vacation time from the date of separation retroactive to the employee's last anniversary of employment. Be it provided, however, that such payoff of unused days shall not exceed thirty-five (35) days of pay.

ARTICLE 29

HOLIDAYS

29.1: Full time regular employees are entitled to the holidays determined by the State Supreme Court Administrator's Office.

29.2: When a holiday falls on a Saturday it shall be celebrated on the preceding Friday. When a holiday falls on a Sunday, it shall be celebrated the following Monday.

29.3: To be eligible for holiday pay, the employee must work the day before and after the holiday unless such absence is authorized.

29.4: Full time employees shall, at the employee's option, be compensated for work performed on a holiday.

Option 1 - The employee shall be compensated at two and one-half (2 1/2) times the base hourly rate.

Option 2 - The employee shall be compensated at one and one-half (1 1/2) times the base hourly rate and granted an hour for hour vacation credit.

29.5 The Court shall make every effort to provide reasonable accommodation for employees to attend services associated with the practice of their religious beliefs. Be it provided that the employee shall give sufficient notice to provide the Court with opportunity to make necessary operational arrangements. Such operational arrangements shall not adversely affect the operation of the Court. The Court will not compensate the employee for time away from the job except that the employee may utilize vacation or compensatory time.

ARTICLE 30

SERVICE RECOGNITION

30.1: Full time regular employees hired before October 26, 1994 are eligible for a lump sum payment in recognition of their years of continual service based on the following schedule:

<u>Years of Service</u>	<u>% of Base Salary</u>	<u>Maximum payment shall not exceed</u>
5 - 9	2%	\$ 450
10 - 14	4%	\$ 900
15 - 19	6%	\$1350
20 - 24	8%	\$1800
25+	10%	\$2250

30.2: Employees who satisfy the minimal requirements each year shall be paid a single lump sum the first full pay period following the date of their anniversary of full time employment.

ARTICLE 31

JURY DUTY AND SUBPOENA AND WITNESS FEE

31.1: Employees who are called to serve as Jurors shall continue to receive their normal pay. Any compensation, not including reimbursements of actual expenses, provided an employee as a Juror will be surrendered to the County Treasurer.

31.2: Employees who are subpoenaed to produce records 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 Treasurer.

ARTICLE 32

MILEAGE ALLOWANCE AND EXPENSE REIMBURSEMENT

32.1: Employees who use their personal vehicles on business required by the Court shall be reimbursed at the maximum rate allowable by the U.S. Department of Internal Revenue.

32.2: Court approved expenses for out of County lodging and meals shall be reimbursed to the employee when attendance is at employment related activities.

ARTICLE 33

SALARY SCHEDULE

	<u>Start</u>	<u>6 mos.</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>
<u>Effective 07/01/94</u>						
Account Clerk I	\$20,688	21,010	21,325	22,050	22,775	
Account Clerk III	\$25,139	25,524	26,030	26,976	27,972	
Clerk Typist I	\$20,267	20,582	20,897	21,601	22,310	
Clerk Typist II	\$21,238	21,601	21,945	22,675	23,464	
Clerk Stenographer	\$21,238	21,601	21,945	22,675	23,464	
Legal Stenographer	\$24,277	24,697	25,139	26,030	26,976	
Public Guardian	\$26,344	26,730	27,234	28,265	29,177	
Office Manager						
Secretary	\$23,464	23,859	24,277	25,139	26,030	
Wills & Estates Clerk	\$20,672	20,994	21,315	22,033	22,756	
Deputy Juvenile Register	\$21,871	22,277	22,690	23,533	24,410	25,323
Deputy Probate Register	\$21,871	22,277	22,690	23,533	24,410	25,323
Court Reporter	\$26,270	26,762	27,265	28,291	29,358	30,469
<u>Effective 07/01/95</u>						
Account Clerk I	\$21,308	21,640	21,965	22,712	23,459	
Account Clerk III	\$25,893	26,290	26,811	27,785	28,811	
Clerk Typist I	\$20,875	21,200	21,524	22,249	22,979	
Clerk Typist II	\$21,875	22,249	22,604	23,356	24,168	
Clerk Stenographer	\$21,875	22,249	22,604	23,356	24,168	
Legal Stenographer	\$25,005	25,438	25,893	26,811	27,785	
Public Guardian	\$27,135	27,351	28,051	29,113	30,052	
Office Manager						
Secretary	\$24,168	24,575	25,005	25,893	26,811	
Wills & Estates Clerk	\$21,293	21,624	21,954	22,694	23,439	
Deputy Juvenile Register	\$22,527	22,945	23,371	24,239	25,142	26,082
Deputy Probate Register	\$22,527	22,945	23,371	24,239	25,142	26,082
Court Reporter	\$27,058	27,565	28,083	29,140	30,239	31,384
<u>Effective 07/01/96</u>						
Account Clerk I	\$21,947	22,289	22,624	23,393	24,162	
Account Clerk III	\$26,670	27,079	27,615	28,619	29,675	
Clerk Typist I	\$21,502	21,836	22,169	22,917	23,668	
Clerk Typist II	\$22,531	22,917	23,282	24,056	24,893	
Clerk Stenographer	\$22,531	22,917	23,282	24,056	24,893	
Legal Stenographer	\$25,756	26,201	26,670	27,615	28,619	
Public Guardian	\$27,949	28,357	28,893	29,987	30,954	
Office Manager						
Secretary	\$24,893	25,312	25,756	26,670	27,615	
Wills & Estates Clerk	\$21,932	22,273	22,612	23,375	24,141	
Deputy Juvenile Register	\$23,203	23,633	24,072	24,967	25,897	26,865
Deputy Probate Register	\$23,203	23,633	24,072	24,967	25,897	26,865
Court Reporter	\$27,870	28,392	28,926	30,014	31,146	32,325

ARTICLE 34
TERM OF AGREEMENT

34.1: This agreement shall be in effect and become operative on July 1, 1994, and shall continue in operation and effect through June 30, 1997. If either party hereto desires to terminate, modify or amend this agreement it shall, at least ninety (90) days prior to June 30, 1997 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 June 30, 1997 subject to termination or modification, thereafter by either party upon ten (10) days written notice.

34.2: Should any law now existing or hereafter enacted, or any proclamation, regulation or edict of any state or national agency invalidates any portion of this Agreement, the entire agreement shall not be invalidated. Should any portion, by such circumstance as provided above, become invalid, either party may request and the parties shall meet to negotiate the invalidated portion.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, _____.

ST. CLAIR COUNTY PROBATE/
COURT CLERICAL EMPLOYEES
ASSOCIATION

THE COUNTY OF ST. CLAIR
MICHIGAN

President

Chief Judge of Probate

Committee Person

Chairman, Board of Commissioners

Staff Representative

County Clerk

RESOLUTION 94-44

APPORTIONING TAXES FOR 1994

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

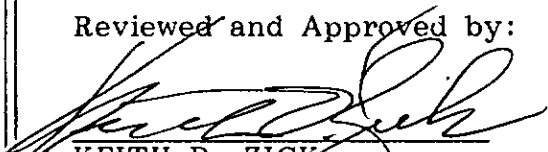
WHEREAS, the Board of Commissioners, by law, is required to direct that the several amounts of money proposed to be raised, as provided by statute, shall be spread upon the assessment rolls of the townships and cities.

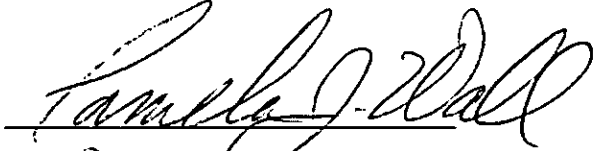

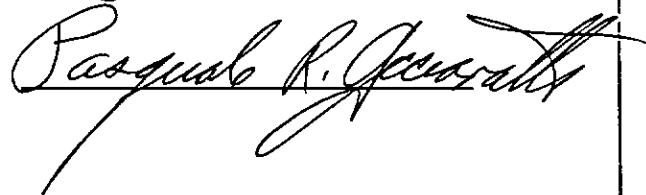
NOW, THEREFORE, BE IT RESOLVED:

- 1) That the St. Clair County Board of Commissioners does hereby adopt the St. Clair County Tax Report for the year 1994.
- 2) That the apportionment and millage of taxes are to ~~be~~ 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 1994.
- 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 9, 1994

Reviewed and Approved by:


KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, MI 48040



EQUALIZATION DEPARTMENT

County of St. Clair, Michigan

COUNTY BLDG., 201 McMORRAN BLVD., PORT HURON, MI 48060 / (810) 985-2165

REPORT TO: St. Clair County Board of Commissioners
FROM: John A. McClellan, Acting Director
DATE: November 9, 1994
SUBJECT: Adoption of 1994 Apportionment Report labeled
Exhibit "A" and dated October 21, 1994

Attached is a copy of the 3 page Apportionment Report (State Form L-4402) dated October 21, 1994, 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

DATE: October 21, 1994

ADOPTED: _____

	STATE EQUALIZED VALUATION	SEPARATE OR ALLOCATED	MILLAGES		PURPOSE
			EXTRA - VOTED OPERATE	BLOG-SITE-DEBT	
COUNTY ST. CLAIR	3,399,190,281	5.3869	1.7531	.0000	SENIOR CITIZENS, DRUG TASK FORCE, LIBRARY, PARKS
TOWNSHIPS:					
BERLIN	49,421,630	.8363	.8363	.0000	FIRE
BROCKWAY	23,837,180	.9561	3.1551	.0000	FIRE, ROADS
BURTCHVILLE	64,626,963	.7792	1.7792	.0000	BUS, FIRE
CASCO	67,767,553	.8468	.0000	.0000	
CHINA CHARTER	418,810,690	.8305	1.0000	.0000	ROADS
CLAY	263,356,876	.6200	.0000	.0000	
CLYDE	81,263,300	.7831	.0000	.0000	
COLUMBUS	80,997,570	.8596	.0000	.0000	
COTTRELLVILLE	63,772,045	.8006	.0000	.0000	
EAST CHINA CHARTER	325,236,100	3.3050	.0000	.5141	SEWER, WATER
EMMETT	24,757,818	.9492	.0000	.0000	
FORT GRATIOT CHARTER	220,456,000	.7378	.6500	.0000	BUS
GRANT	20,933,746	.9116	2.7348	.0000	FIRE, ROADS
GREENWOOD	77,672,987	1.0000	2.0000	.0000	FIRE, ROADS, REFUSE
IRA	99,746,907	.7341	.0000	1.9000	FIRE, WATER
KENOCKEE	31,396,160	.8370	1.7232	.0000	FIRE
KIMBALL	92,772,541	.8629	.0000	.0000	
LYNN	17,530,710	.9830	.9830	.0000	ROADS
MUSSEY	67,918,282	.8972	1.0766	.0000	FIRE
PORT HURON CHARTER	129,168,220	1.0000	2.1442	1.5000	FIRE, ROADS, BUS, SEWER
RILEY	46,574,330	.8516	.0000	.0000	
ST. CLAIR	124,949,167	.8424	.0000	.0000	
WALES	40,677,539	.8455	.0000	.0000	

CITIES:	STATE EQUALIZED VALUATION	DOLLARS OF AD VALOREM TAXES LEVIED
ALGONAC	66,710,406	978,248
MARINE CITY	73,179,983	1,712,412
MARYSVILLE	240,882,294	4,049,231
MEMPHIS	4,551,090	71,868
PORT HURON	437,945,425	7,444,071 (A)
ST. CLAIR	121,891,609	1,980,080
YALE	20,385,160	267,616
VILLAGES:		
CAPAC	17,236,988	386,717
EMMETT	2,923,283	17,838

(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 1994.

(SIGNATURE) COUNTY CLERK

NOTARIZATION

NOTARY PUBLIC COUNTY, MICHIGAN COUNTY OF _____

STATE OF MICHIGAN

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

STATEMENT SHOWING STATE EQUALIZED VALUATION AND MILLS APPORTIONED BY THE COUNTY BOARD OF COMMISSIONERS
OF THE COUNTY OF ST. CLAIR FOR THE YEAR 1994

EXHIBIT "A"

DATE: October 21, 1994

ADOPTED:

PAGE 2 OF 3

SCHOOL DISTRICTS	TOWNSHIP OR CITY	STATE	MILLAGES	COUNTY USE			
				STATE	EXTRA - VOTED		
NAME AND CODES	WHERE SCHOOL DISTRICT IS LOCATED	EQUALIZED VALUATION	STATE EDUCATION TAX	OPERATE	BLDG-SITE-DEBT	(NOTES, REMARKS, COMMENTS)	
ALGONAC COMM.	74-030 CITY OF ALGONAC	66,710,406	6.0000	18.0000	3.2500 *		
	CLAY TOWNSHIP	263,356,876	6.0000	18.0000	3.2500 *		
	IRA TOWNSHIP	47,063,307	6.0000	18.0000	3.2500 *		
CAPAC COMM.	74-040 BERLIN TOWNSHIP	20,681,539	6.0000	18.0000	1.5000		
	BROCKWAY TOWNSHIP	257,100	6.0000	18.0000	1.5000		
	EMMETT TOWNSHIP	11,766,038	6.0000	18.0000	1.5000		
	LYNN TOWNSHIP	9,676,063	6.0000	18.0000	1.5000		
	MUSSEY TOWNSHIP	67,918,282	6.0000	18.0000	1.5000		
	RILEY TOWNSHIP	15,683,743	6.0000	18.0000	1.5000		
	CITY OF MARINE CITY	73,179,983	6.0000	18.0000	2.0000		
EAST CHINA TWP.	74-050 CITY OF ST. CLAIR	121,891,609	6.0000	18.0000	2.0000		
	CASCO TOWNSHIP	27,432,631	6.0000	18.0000	2.0000		
	CHINA TOWNSHIP	418,810,690	6.0000	18.0000	2.0000		
	COLUMBUS TOWNSHIP	24,377,780	6.0000	18.0000	2.0000		
	COTTRELLVILLE TWP.	63,772,045	6.0000	18.0000	2.0000		
	EAST CHINA TWP.	329,236,100	6.0000	18.0000	2.0000		
	IRA TOWNSHIP	9,271,477	6.0000	18.0000	2.0000		
	ST. CLAIR TOWNSHIP	92,415,277	6.0000	18.0000	2.0000		
	MARYSVILLE PUBLIC	74-100 CITY OF MARYSVILLE	240,882,294	6.0000 *	18.0000 *	.5000	
		COLUMBUS TOWNSHIP	2,357,873	6.0000	18.0000	.5000	
KIMBALL TOWNSHIP		20,895,950	6.0000	18.0000	.5000		
ST. CLAIR TOWNSHIP		32,533,890	6.0000	18.0000	.5000		
WALES TOWNSHIP		642,269	6.0000	18.0000	.5000		
MEMPHIS COMM.	74-120 CITY OF MEMPHIS	4,551,090	6.0000	18.0000	1.0000		
	COLUMBUS TOWNSHIP	2,216,921	6.0000	18.0000	1.0000		
	KENOCKEE TOWNSHIP	404,676	6.0000	18.0000	1.0000		
	KIMBALL TOWNSHIP	24,750	6.0000	18.0000	1.0000		
	RILEY TOWNSHIP	23,774,601	6.0000	18.0000	1.0000		
	WALES TOWNSHIP	29,313,682	6.0000	18.0000	1.0000		
	PORT HURON AREA	74-010 CITY OF PORT HURON	437,945,425	6.0000 *	18.0000 *	2.0000 *	
		BURTCHVILLE TWP.	48,079,260	6.0000 *	18.0000 *	2.0000 *	
		CLYDE TOWNSHIP	71,276,400	6.0000 *	18.0000 *	2.0000 *	
		FORT GRATIOT TWP.	220,456,000	6.0000 *	18.0000 *	2.0000 *	
GRANT TOWNSHIP		8,963,302	6.0000 *	18.0000 *	2.0000 *		
KENOCKEE TOWNSHIP		49,327	6.0000 *	18.0000 *	2.0000 *		
KIMBALL TOWNSHIP		71,851,841	6.0000 *	18.0000 *	2.0000 *		
PORT HURON TOWNSHIP		129,168,220	6.0000 *	18.0000 *	2.0000 *		
WALES TOWNSHIP		6,632,027	6.0000 *	18.0000 *	2.0000 *		
YALE PUBLIC		74-130 CITY OF YALE	20,385,160	6.0000	18.0000	4.2500	
		BROCKWAY TOWNSHIP	23,580,080	6.0000	18.0000	4.2500	
		CLYDE TOWNSHIP	9,986,900	6.0000	18.0000	4.2500	
		EMMETT TOWNSHIP	12,991,760	6.0000	18.0000	4.2500	
	GRANT TOWNSHIP	4,161,784	6.0000	18.0000	4.2500		
	GREENWOOD TOWNSHIP	77,181,762	6.0000	18.0000	4.2500		
	KENOCKEE TOWNSHIP	30,942,157	6.0000	18.0000	4.2500		
	LYNN TOWNSHIP	3,363,606	6.0000	18.0000	4.2500		
	RILEY TOWNSHIP	256,365	6.0000	18.0000	4.2500		
	WALES TOWNSHIP	5,089,561	6.0000	18.0000	4.2500		
	ST. CLAIR COUNTY:	74-000 ALL OF THE ABOVE	3,200,460,099	.1970 *	.0000	.0000	
SPECIAL EDUCATION		ALL OF THE ABOVE	3,200,460,099	.0000	2.3455 *	.0000	
VOCATIONAL ED.		ALL OF THE ABOVE	3,200,460,099	.0000	.9382 *	.0000	
COMM. COLLEGE		5359 ALL OF THE ABOVE	3,200,460,099	.0000	1.4076 *	.0000	
LAPEER COUNTY:	44-020 BERLIN TOWNSHIP	16,024,969	.2060	.0000	.0000		
	SPECIAL EDUCATION	44-020 BERLIN TOWNSHIP	16,024,969	.0000	.9154	.0000	
	VOCATIONAL ED.	44-020 BERLIN TOWNSHIP	16,024,969	.0000	2.1054	.0000	
MACOMB COUNTY:	50-050 BERLIN TOWNSHIP	12,715,122	.2101 *	.0000	.0000		
	50-040 CASCO TOWNSHIP	10,829,968	.2101	.0000	.0000		
	50-180 CASCO TOWNSHIP	29,504,954	.2101	.0000	.0000		
	50-180 COLUMBUS TOWNSHIP	52,044,996	.2101	.0000	.0000		
	50-040 IRA TOWNSHIP	43,412,123	.2101 *	.0000	.0000		
	50-050 RILEY TOWNSHIP	6,859,421	.2101 *	.0000	.0000		
	SPECIAL EDUCATION	50-050 BERLIN TOWNSHIP	12,715,122	.0000	1.8266 *	.0000	
		50-040 CASCO TOWNSHIP	10,829,968	.0000	1.8266 *	.0000	
		50-180 CASCO TOWNSHIP	29,504,954	.0000	1.8266 *	.0000	
		50-180 COLUMBUS TOWNSHIP	52,044,996	.0000	1.8266 *	.0000	
		50-040 IRA TOWNSHIP	43,412,123	.0000	1.8266 *	.0000	
		50-050 RILEY TOWNSHIP	6,859,421	.0000	1.8266 *	.0000	
		SANILAC COUNTY:	76-080 BURTCHVILLE TWP.	16,547,703	.2184	.0000	.0000
76-080 GRANT TOWNSHIP	7,808,660		.2184	.0000	.0000		
76-080 GREENWOOD TOWNSHIP	491,225		.2184	.0000	.0000		
76-060 LYNN TOWNSHIP	2,491,041		.2184	.0000	.0000		
SPECIAL EDUCATION	76-080 BURTCHVILLE TWP.		16,547,703	.0000	.7863	.0000	
	76-080 GRANT TOWNSHIP		7,808,660	.0000	.7863	.0000	
	76-080 GREENWOOD TOWNSHIP		491,225	.0000	.7863	.0000	
	76-060 LYNN TOWNSHIP		2,491,041	.0000	.7863	.0000	
	VOCATIONAL ED.		76-080 BURTCHVILLE TWP.	16,547,703	.0000	1.7474	.0000
76-080 GRANT TOWNSHIP			7,808,660	.0000	1.7474	.0000	
76-080 GREENWOOD TOWNSHIP			491,225	.0000	1.7474	.0000	
76-060 LYNN TOWNSHIP		2,491,041	.0000	1.7474	.0000		

STATEMENT SHOWING STATE EQUALIZED VALUATION AND MILLS APPORTIONED BY THE COUNTY BOARD OF COMMISSIONERS
OF THE COUNTY OF ST. CLAIR FOR THE YEAR 1994

EXHIBIT "A"

DATED: October 21, 1994

ADOPTED: _____

PAGE 3 OF 3

SCHOOL DISTRICTS NAME AND CODES	TOWNSHIP OR CITY WHERE SCHOOL DISTRICT IS LOCATED	STATE EQUALIZED VALUATION	MILLAGES			COUNTY USE (NOTES, REMARKS, COMMENTS)
			STATE EDUCATION TAX	EXTRA - VOTED		
			OPERATE	BLDG-SITE-DEBT		
ALMONT	44-020 BERLIN TOWNSHIP	16,024,969	6.0000	18.0000	8.4500	
ANCHOR BAY	50-040 CASCO TOWNSHIP	10,829,968	6.0000 *	18.0000 *	4.9100 *	
	IRA TOWNSHIP	43,412,123	6.0000 *	18.0000 *	4.9100 *	
ARMADA AREA	50-050 BERLIN TOWNSHIP	12,715,122	6.0000 *	18.0000 *	7.6000 *	
	RILEY TOWNSHIP	6,859,421	6.0000 *	18.0000 *	7.6000 *	
RICHMOND COMM.	50-180 CASCO TOWNSHIP	29,504,954	6.0000 *	18.0000 *	1.5000 *	
	COLUMBUS TOWNSHIP	52,044,996	6.0000 *	18.0000 *	1.5000 *	
BROWN CITY COMM.	70-060 LYNN TOWNSHIP	2,491,041	6.0000	18.0000	1.7000	
CROSWELL-LEX.	76-080 BURTCVILLE TWP.	16,547,703	6.0000	18.0000	3.9000	
	GRANT TOWNSHIP	7,808,660	6.0000	18.0000	3.9000	
	GREENWOOD TOWNSHIP	491,225	6.0000	18.0000	3.9000	

* SCHOOL DISTRICTS LEVYING A 1994 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.	24.0000 c	-0- c
		Debt	2.0000 c	-0- c
Algonac Community	74-030	Oper.	3.0000 d	21.0000 d
		Debt	1.6250 d	1.6250 d
Marysville Public	74-100	Oper.	24.0000 e	-0- e
		Debt	-0- e	.5000 e
		Oper.	-0- f	24.0000 f
		Debt	-0- f	.5000 f
St. Clair County Community College	5359	Oper.	1.4076 g	1.4076 b
Macomb County Intermediate	50-000	Oper.	.2101 h	.2101 i
Special Education		Oper.	1.8266 h	1.8266 i
Anchor Bay	50-040	Oper.	12.0000 j	12.0000 j
		Debt	2.4600 j	2.4500 j
Armada Area	50-050	Oper.	12.0000 k	12.0000 k
		Debt	3.8000 k	3.8000 k
Richmond Community	50-180	Oper.	12.0000 i	12.0000 i
		Debt	.7500 i	.7500 i

LEVIED IN:

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

ST. CLAIR COUNTY 1994 TAX RATES
 RATES ARE EXPRESSED AS DOLLARS PER \$1,000 OF STATE EQUALIZED VALUATION
 TOTAL 1994 RATE IS FOR NON-HOMESTEAD PROPERTY

TOWNSHIP, VILLAGE AND SCHOOL DISTRICT	EQUALIZED VALUE	K-12 SCHOOLS		COLLEGE		INTERMEDIATE SCHOOLS		COUNTY		TOWNSHIPS		TOTAL 1994 RATE	PREVIOUS 1993 RATE	RATES 1992 RATE
		OPERATING STATE LOCAL	DEBT	VOTED OPER.	DEBT	FIXED OPER.	SP. ED. VOTED	VOC. ED VOTED	FIXED OPER.	EXTRA VOTED	FIXED OPER.			
BERLIN														
74-020 Almont Com (1)	16,024,969	6.0000	18.0000	8.4500	None	0.2060	0.9154	2.1054	A, B, C, D	0.8363	Fire	44.4894	51.7132	54.7248
50-050 Armada (2)	12,715,122	6.0000	18.0000	7.6000	None	0.2101	1.8266	None	1.7531	0.8363	0.8363	42.4493	56.6779	56.2069
74-040 Capac Com	20,681,539	6.0000	18.0000	1.5000	None	0.1970	2.3455	0.9382	1.7531	0.8363	0.8363	39.2009	47.0293	48.4437
BROCKWAY														
74-040 Capac Com	257,100	6.0000	18.0000	1.5000	None	0.1970	2.3455	0.9382	1.7531	0.9561	E, F	41.6395	49.4943	50
74-130 Yale Public	23,580,080	6.0000	18.0000	4.2500	None	0.1970	2.3455	0.9382	1.7531	0.9561	3.1551	44.3895	53.8676	54
BURTCHEVILLE														
74-010 Port Huron Area	48,079,260	6.0000	18.0000	2.0000	None	0.1970	2.3455	0.9382	1.7531	0.7792	G, H	40.5867	49.4860	50.4518
76-080 Cros-Lex Com (3)	16,547,703	6.0000	18.0000	3.9000	None	0.2184	0.7863	1.7474	1.7531	0.7792	1.7792	40.3505	43.7447	43.9380
CASCO														
50-040 Anchor Bay (2)	10,829,968	6.0000	18.0000	4.9100	None	0.2101	1.8266	None	1.7531	0.8468	None	38.9335	51.7990	52.8471
50-180 Richmond Com (2)	29,504,954	6.0000	18.0000	1.5000	None	0.2101	1.8266	None	1.7531	0.8468	None	35.5235	47.4406	50.7631
74-050 East China	27,432,631	6.0000	18.0000	2.0000	None	0.1970	2.3455	0.9382	1.7531	0.8468	None	38.8751	37.4104	38.2470
CHINA														
74-050 East China	418,810,690	6.0000	18.0000	2.0000	None	0.1970	2.3455	0.9382	1.7531	0.8305	Roads	39.8588	38.9339	39.7113
CLAY														
74-030 Algonac Com	263,356,876	6.0000	18.0000	3.2500	None	0.1970	2.3455	0.9382	1.7531	0.6200	None	39.8983	47.1902	50.4725
CLYDE														
74-010 Port Huron Area	71,276,400	6.0000	18.0000	2.0000	None	0.1970	2.3455	0.9382	1.7531	0.7831	None	38.8114	48.4272	49.1655
74-130 Yale Public	9,986,900	6.0000	18.0000	4.2500	None	0.1970	2.3455	0.9382	1.7531	0.7831	None	41.0614	50.5329	48.7136
COLUMBUS														
50-180 Richmond Com (2)	52,044,996	6.0000	18.0000	1.5000	None	0.2101	1.8266	None	1.7531	0.8596	None	35.5363	47.4381	50.7692
74-050 East China	24,377,780	6.0000	18.0000	2.0000	None	0.1970	2.3455	0.9382	1.7531	0.8596	None	38.8879	37.4079	38.2531
74-100 Marysville Public	2,357,873	6.0000	18.0000	0.5000	None	0.1970	2.3455	0.9382	1.7531	0.8596	None	37.3879	49.7583	52
74-120 Memphis Com	2,216,921	6.0000	18.0000	1.0000	None	0.1970	2.3455	0.9382	1.7531	0.8596	None	37.8879	49.7177	54
COTTRELLVILLE														
74-050 East China	63,772,045	6.0000	18.0000	2.0000	None	0.1970	2.3455	0.9382	1.7531	0.8006	None	38.8289	37.5789	38.6207
EAST CHINA														
74-050 East China	325,236,100	6.0000	18.0000	2.0000	None	0.1970	2.3455	0.9382	1.7531	3.3050	Sew./Wat.	41.8474	40.3471	41.2023
EMMETT														
74-040 Capac Com	11,766,058	6.0000	18.0000	1.5000	None	0.1970	2.3455	0.9382	1.7531	0.9492	None	38.4775	46.3081	47.5437
74-130 Yale Public	* 12,991,760	6.0000	18.0000	4.2500	None	0.1970	2.3455	0.9382	1.7531	0.9492	None	41.2275	50.6814	48.8137
VILLAGE OF EMMETT	* 2,923,283									6.1021	None	6.1021	6.1544	6.6248

(1) = Lapeer County
 (2) = Macomb County
 (3) = Sanilac County

A=Senior Citizen .6694 B=Drug Task Force .2837 C=Library .5000 D=Parks, Rec. .5000
 E=Roads 1.2429 F=fire 1.9122 G=fire .7792 H=Bus 1.0000

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

VILLAGE RATES ARE IN ADDITION TO RATES LISTED ON LINES ABOVE

ST. CLAIR COUNTY 1994 TAX RATES
 RATES ARE EXPRESSED AS DOLLARS PER \$1,000 OF STATE EQUALIZED VALUATION
 TOTAL 1994 RATE IS FOR NON-HOMESTEAD PROPERTY

TOWNSHIP, VILLAGE AND SCHOOL DISTRICT	EQUALIZED VALUE	K-12 SCHOOLS		COLLEGE		INTERMEDIATE SCHOOLS		COUNTY		TOWNSHIPS		TOTAL 1994 RATE	PREVIOUS 1993 RATE	RATES 1992 RATE
		OPERATING STATE	LOCAL	DEBT	VOTED OPER.	VOTED DEBT	FIXED OPER.	SP. ED. VOTED	VOC. ED VOTED	FIXED OPER.	EXTRA VOTED			
FORT GRATIOT									A, B, C, D					
74-010 Port Huron Area	220,456,000	6.0000	18.0000	2.0000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.7378	0.6500	39.4161
GRANT														
74-010 Port Huron Area	8,963,302	6.0000	18.0000	2.0000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.9116	2.7348	41.6747
74-130 Yale Public	4,161,784	6.0000	18.0000	4.2500	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.9116	2.7348	43.9267
76-080 Cros-Lex Com (3)	7,808,660	6.0000	18.0000	3.9000	None	None	0.2184	0.7863	1.7474	5.3869	1.7531	0.9116	2.7348	41.4385
GREENWOOD														
74-130 Yale Public	77,181,762	6.0000	18.0000	4.2500	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	1.0000	2.0000	43.2783
76-080 Cros-Lex Com (3)	491,225	6.0000	18.0000	3.9000	None	None	0.2184	0.7863	1.7474	5.3869	1.7531	1.0000	2.0000	40.7921
IRA														
50-040 Anchor Bay (2)	43,412,123	6.0000	18.0000	4.9100	None	None	0.2101	1.8266	None	5.3869	1.7531	0.7341	1.9000	40.7208
74-030 Algonac Com	47,063,307	6.0000	18.0000	3.2500	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.7341	1.9000	41.9124
74-050 East China	9,271,477	6.0000	18.0000	2.0000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.7341	1.9000	40.6624
KENOCKEE														
74-010 Port Huron Area	49,327	6.0000	18.0000	2.0000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.8370	1.7232	40.5885
74-120 Memphis Com	404,676	6.0000	18.0000	1.0000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.8370	1.7232	39.5885
74-130 Yale Public	30,942,157	6.0000	18.0000	4.2500	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.8370	1.7232	42.8385
KIMBALL														
74-010 Port Huron Area	71,851,841	6.0000	18.0000	2.0000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.8629	None	38.8912
74-100 Marysville Public	20,895,950	6.0000	18.0000	0.5000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.8629	None	37.3912
74-120 Memphis Com	24,750	6.0000	18.0000	1.0000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.8629	None	37.8912
LYNN														
74-040 Capac Com	9,676,063	6.0000	18.0000	1.5000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.9830	0.9830	39.4943
74-130 Yale Public	5,363,606	6.0000	18.0000	4.2500	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.9830	0.9830	42.2443
76-060 Brown City Com(3)	2,491,041	6.0000	18.0000	1.7000	None	None	0.2184	0.7863	1.7474	5.3869	1.7531	0.9830	0.9830	37.5581
MUSSEY														
74-040 Capac Com	67,918,282	6.0000	18.0000	1.5000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.8972	1.0766	39.5021
VILLAGE OF CAPAC	17,236,988											11.4538	10.9815	22.4353
PORT HURON														
74-010 Port Huron Area	129,168,220	6.0000	18.0000	2.0000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	1.0000	3.6442	42.6725
RILEY														
50-050 Armada (2)	6,859,421	6.0000	18.0000	7.6000	None	None	0.2101	1.8266	None	5.3869	1.7531	0.8516	None	41.6283
74-040 Capac Com	15,483,743	6.0000	18.0000	1.5000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.8516	None	38.3799
74-120 Memphis Com	23,774,601	6.0000	18.0000	1.0000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.8516	None	37.8799
74-130 Yale Public	256,565	6.0000	18.0000	4.2500	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.8516	None	41.1299

(2) = Macomb County
 (3) = Sanilac County
 A=Senior Citizen .4694 B=Drug Task Force .2837 C=Library .5000 D=Parks, Rec. .5000 E=Fire .9116 J=Roads 1.8232 K=Fire .9000
 L=Water 1.0000 M=Streets 4.5815 N=Sewer 6.4000 O=Roads .9028 P=Sewer 1.5000 Q=Fire .4514 R=Bus .7900
 * Village S.E.V. also included in Township S.E.V.

ST. CLAIR COUNTY 1994 TAX RATES
RATES ARE EXPRESSED AS DOLLARS PER \$1,000 OF STATE EQUALIZED VALUATION
TOTAL 1994 RATE IS FOR NON-HOMESTEAD PROPERTY

TOWNSHIP, VILLAGE AND SCHOOL DISTRICT	EQUALIZED VALUE	K--12 SCHOOLS OPERATING		COLLEGE		INTERMEDIATE SCHOOLS		COUNTY		TOWNSHIPS		TOTAL 1994 RATE	PREVIOUS 1993 RATE	RATES 1992 RATE
		STATE	LOCAL	DEBT	VOTED OPER.	DEBT	FIXED OPER.	SP. ED. VOTED	ED VOTED	FIXED OPER.	EXTRA VOTED			
ST. CLAIR														
74-050 East China	92,415,277	6.0000	18.0000	2.0000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.8424	None	38.8707
74-100 Marysville Public	32,533,890	6.0000	18.0000	0.5000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.8424	None	37.3707
MALES														
74-010 Port Huron Area	6,632,027	6.0000	18.0000	2.0000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.8455	None	38.8738
74-100 Marysville Public	642,269	6.0000	18.0000	0.5000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.8455	None	37.3738
74-120 Memphis Com	28,313,682	6.0000	18.0000	1.0000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.8455	None	37.8738
74-130 Yale Public	5,089,561	6.0000	18.0000	4.2500	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.8455	None	41.1238
CITIES AND SCHOOL DISTRICTS														
CITY OF ALGONAC														
74-030 Algonac Com	66,710,406	6.0000	18.0000	3.2500	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	10.8673	S, I	53.9424
CITY OF MARINE CITY														
74-050 East China	73,179,983	6.0000	18.0000	2.0000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	17.4000	U, V	61.4283
CITY OF MARYSVILLE														
74-100 Marysville Public	240,882,294	6.0000	18.0000	0.5000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	13.6410	W, X, Y	53.3383
CITY OF MEMPHIS														
74-120 Memphis Com	4,551,090	6.0000	18.0000	1.0000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	15.7913	None	52.8196
CITY OF PORT HURON														
74-010 Port Huron Area	437,945,425	6.0000	18.0000	2.0000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	11.3376	Z, B, D	54.8503
CITY OF ST. CLAIR														
74-050 East China	121,891,609	6.0000	18.0000	2.0000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	12.1253	C, D, E, F	54.2729
CITY OF YALE														
74-130 Yale Public	20,385,160	6.0000	18.0000	4.2500	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	13.1280	None	53.4063

A=Senior Citizen .4694 B=Drug Task Force .2837 C=Library .5000 D=Parks, Rec. .5000 S=Sewer 1.5000 T=Water 2.2968
U=Waste Water Plant 2.0000 V=Sewer/Streets 4.0000 W=Debt .4690 X=Roads 1.5000 Y=Capital Improvement 1.2000
Z=Bus .6500 a=Streets 2.0000 b=Refuse 2.8344 c=Water .8145 d=Sewer 1.1949 e=Sewer Separation 1.2335
f=Streets .8764

1994 TOTAL TAX RATE OF 53 TAX LEVYING JURISDICTIONS WITH CHANGE FROM 1993 RATE
Changes Expressed as Dollars per \$1,000 of State Equalized Value

1994 RATE		CHANGE		JURISDICTION		1994 RATE		CHANGE		JURISDICTION	
7.1400	1.0000	St. Clair County (c)	15.7913	{1.1467}	City of Memphis (b) (c)						
1.6726	0.0014	Berlin Twp. (c)	16.8220	{0.1300}	City of Port Huron (c)						
4.1112	{0.0250}	Brockway Twp. (c)	16.2446	{0.5889}	City of St. Clair (c)						
2.5584	0.6981	Burtchville Twp. (c)	13.1280	{0.0525}	City of Yale (c)						
0.8468	{0.0153}	Casco Twp. (c)	22.4353	{1.1890}	Village of Capac (c)						
1.8305	{0.5551}	China Twp.	6.1021	{0.0523}	Village of Emmett (b) (c)						
0.6200	{0.3856}	Clay Twp. (c)	26.0000	{10.5974}	Port Huron Area Schools 74-010						
0.7831	{0.0184}	Clyde Twp. (c)	27.2500	{7.9063}	Algonac Community Schools 74-030						
0.8596	0	Columbus Twp. (c)	25.5000	{8.8298}	Capac Community Schools 74-040						
0.8006	{0.2300}	Cottrellville Twp. (c)	26.0000	0.4800	East China Schools 74-050						
3.8191	0.0203	East China Twp. (c)	24.5000	{13.3704}	Marysville Public Schools 74-100						
0.9492	{0.0008}	Emmett Twp. (c)	25.0000	{12.8298}	Memphis Community Schools 74-120						
1.3878	{1.2363}	Fort Gratiot Twp. (c)	28.2500	{10.4531}	Yale Public Schools 74-130						
3.6464	{0.1548}	Grant Twp. (c)	3.4807	0	St. Clair Co. Interim. Sp., & Voc. Ed. (c)						
3.0000	2.0000	Greenwood Twp.	1.4076	0	St. Clair Co. Community College (c)						
2.6341	{0.0400}	Ira Twp. (c)	2.0000	0	P.H. DOWNTOWN DEVELOPMENT AUTHORITY						
2.5602	{0.0309}	Kenockee Twp. (c)	0.6500	{0.0200}	Blue Water Area Transportation (c)						
0.8629	{0.0166}	Kimball Twp. (c)	28.9100	{13.8502}	Anchor Bay Schools						
1.9660	{0.0038}	Lynn Twp. (c)	25.5000	{12.9018}	Richmond Community Schools						
1.9738	{0.0777}	Mussey Twp. (b) (c)	31.6000	{15.2300}	Armada Area Schools						
4.6442	{0.0368}	Port Huron Twp. (c)	32.4500	{8.1642}	Almont Community Schools						
0.8516	{0.0088}	Riley Twp. (c)	25.7000	{8.8900}	Brown City Community Schools						
0.8424	{0.0264}	St. Clair Twp. (c)	27.9000	{5.0000}	Croswell-Lexington Community Schools						
0.8455	0	Wales Twp. (c)	2.0367	0	Macomb County Interim. & Sp. Ed (c)						
14.6641	{1.0479}	City of Algonac (c)	3.2268	{0.0610}	Lapeer Co. Interim., Sp., & Voc. Ed. (c)						
23.4000	2.0144	City of Marine City (c)	2.7521	{0.0923}	Sanilac Co. Interim., Sp., & Voc. Ed. (c)						
16.8100	0	City of Marysville (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 94-43

TO STRONGLY URGE THE STATE LEGISLATURE TO WORK
TOWARDS BETTER FUNDING OF LOCAL ROADS AND BRIDGES

WHEREAS, an improved and well maintained system of county roads and bridges is essential to St. Clair County and Michigan's economic vitality and growth, as well as the economic, social, and cultural, health and welfare of citizens; and

WHEREAS; the ongoing lack of adequate State funding has drastically curtailed the ability of County Governments to preserve, maintain and expand what is rapidly becoming a substandard and severely deteriorated county road system, as well as severely restricting the ability of County Governments to match available Federal and State highway improvement funds; and

WHEREAS, the principal source of funding for Michigan's county road system is the Michigan Transportation Fund; and

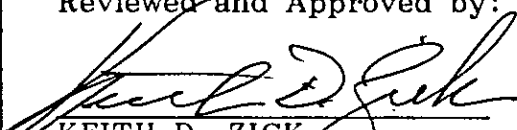
WHEREAS, statewide support for sufficient funding of Michigan's roads and bridges is evident at all levels of State government, including the Executive office, as well as among local governments, the news media and taxpayers.


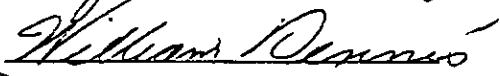
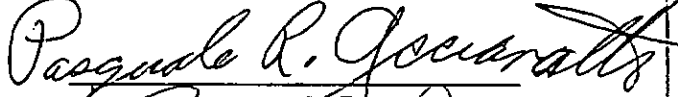
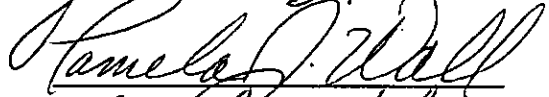

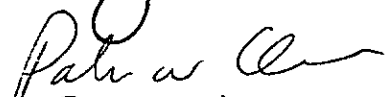

NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners does hereby petition the Michigan Legislature to continue the road funding fight by working with the Michigan Townships Association and the Michigan Association of Counties to seek necessary changes in road appropriation laws (both state and federal) to better fund local township roads and bridges.

BE IT FURTHER RESOLVED, that this action be taken in an expeditious and NON-PARTISAN fashion so as to provide the traveling public and taxpayers of St. Clair County and the State of Michigan with a quick and responsible resolution to this long standing problem prior to adjourning the legislative session of 1994 and continuing into the 1995 session, if necessary.

DATED: October 26, 1994

Reviewed and Approved by:


KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, MI 48040

RESOLUTION 94-42

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

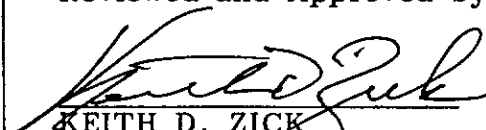
WHEREAS, in the opinion of this Board of Commissioners, the accounting costs incidental to the distribution of interest would likely surpass the amount of interest; and

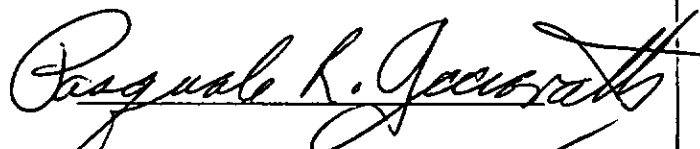
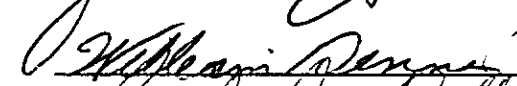
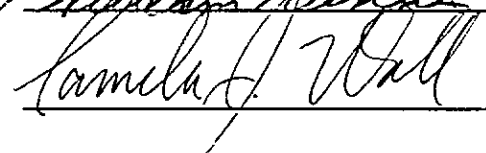
WHEREAS, this Board is not required to, but may, in its discretion, waive receipt of interest amounts attributed to collected taxes for the year 1994.

NOW, THEREFORE, BE IT RESOLVED, that the payment of any interest which may be due and owing to the County from the 1993 Tax collections, is hereby waived.

DATED: October 26, 1994

Reviewed and Approved by:


KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, MI 48040

RESOLUTION 94- 41

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, Bernard Schweihofer, 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.

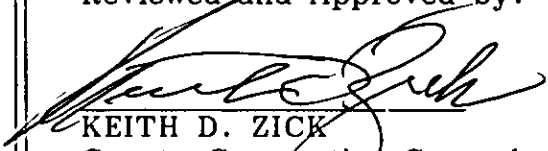
2) That the various assessing officers of the governmental units affected are hereby authorized and directed to spread the assessments for drain purposes as set forth in said roll.

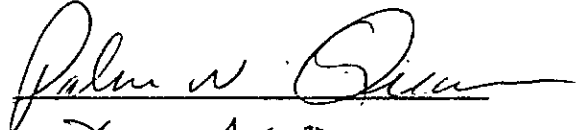
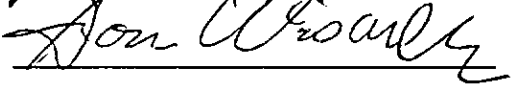
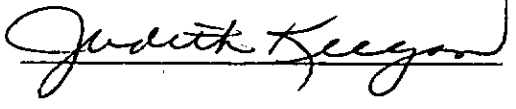
3) That said roll is marked "Exhibit "A", attached hereto and made a part hereof by reference.

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

DATED: October 26, 1994

Reviewed and Approved by:


KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, MI 48040

1 9 9 4 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>
Black Creek Intercounty	Brockway	607.50	-----
Capac & Branches	Mussey	3,076.00	8,187.23
Capac & Branches	Village of Capac	1,001.00	-----
Kelly Cut Off	Mussey	841.93	1780.88
Lemon	Mussey	1,222.17	2,325.89
Lemon	Village of Capac	<u>571.98</u>	-----
		\$7,320.58	\$12,294.00

10-19-94

1994 COUNTY AT LARGE ASSESSMENTS

Brace & Brace Ext.	1,506.39	Hopps & Branches Drain	58.00
Capac and Brs. Drain	1,455.67	Huffman Branch #6 Drain	736.75
Cartwright Drain	284.69	Jordon Creek Drain	1,686.54
Chartier Drain	29.00	Kelly Cut Off Drain	2,426.13
Cooper Drain	91.21	Lemon Drain	850.09
Cox Drain	60.70	Lovejoy, Ext. & Brs.	1,411.80
Cox Doty & Stien	1,440.28	Marine City Dredge Cut	137.50
Currier Drain	28.72	Mueller Farms S. S.	910.38
Dana Drain	125.00	Nelson Drain	681.11
Emmett Drain	193.00	Oakwood Storm Sewer	607.44
Eves & Ext. Drain	259.00	Seidel Drain	1,567.99
Forrest Manor S.S.	1,956.46	Swale Drain	2,600.00
Franklin Drain	3,172.94	Todd Drain	603.07
Galbraith Drain	378.41	Twentyfourth & Bancroft	3,544.87
Graham Br. #3 Drain	358.73	Weitzig Drain	830.11
Hannan & N. Belle River	1,249.25	Wixon Drain	<u>2,711.33</u>
Hathaway Drain	5,789.44		\$39,742.00

EXHIBIT "A"

RESOLUTION 94-40

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

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


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

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

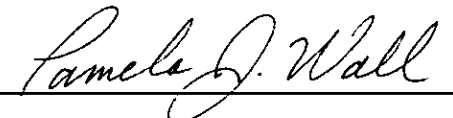
NOW, THEREFORE, BE IT RESOLVED, that the Collective Bargaining Agreement (Attached Exhibit "A"), for the period January 1, 1994 through December 31, 1997, is hereby approved and adopted.

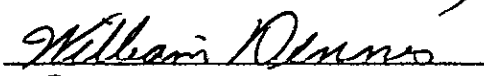
DATED: October 26, 1994

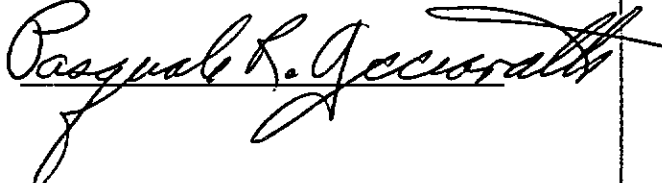
Reviewed and Approved by:



KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, MI 48040







T E N T A T I V E

A G R E E M E N T

B E T W E E N

ST. CLAIR COUNTY PROBATE COURT

A N D

ST. CLAIR COUNTY BOARD OF COMMISSIONERS

A N D T H E

ST. CLAIR COUNTY PROBATE/JUVENILE COURT
SUPERVISORS ASSOCIATION

JANUARY 1, 1994

T H R O U G H

DECEMBER 31, 1997

BY-LAWS

1.1: This agreement made and entered into January 1, 1994 by and between the Probate Court, St. Clair County, herein termed the Employer, and the St. Clair County Board of Commissioners being the legislative body of said Employer, and the St. Clair County Probate/Juvenile Court Supervisors Association.

ARTICLE 2
PURPOSE AND INTENT

2.1: The general purpose of these By-Laws is to provide a foundation for the mutual cooperation of concerns of the Court and County and the Association's individual members as policy enforcers and in a limited sense policy makers. It is understood and agreed that the members, as supervisors, and the Court and County have a common purpose and goal to provide progressive leadership in the management of all its resources.

2.2: 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 local Association members.

ARTICLE 3
RECOGNITION

3.1: The Association is hereby recognized by the St. Clair County Probate Court and the St. Clair County Board of Commissioners as exclusive representative of employees in the following classifications:

Juvenile Detention Center Superintendent
Juvenile Detention Center Assistant Superintendent
Children Shelter Superintendent
Children Shelter Assistant Superintendent
Barr House Program Director
Barr House Program Assistant Director
Assistant Director of Juvenile Services
Resident Treatment Program Supervisor
Case Worker Supervisor
Probate Registrar
Juvenile Registrar

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

ARTICLE 4
MANAGEMENT RIGHTS

4.1: It is recognized that all rights, powers, and duties of their offices inherent therein or otherwise provided by law or Court rule are reserved and retained by the respective Judges of the Probate Court and Juvenile Court, except only as expressly abridged in these by-laws. The control of its properties, and the maintenance of order and efficiency is solely the prerogative and responsibility of the Court. Other rights and responsibilities not expressly abridged by these by-laws shall belong solely to the Court in addition to the following, and are hereby provided as illustration only and not by way of limitation:

- A. The right to decide the number and location of its facilities, departments, and etc.; work to be performed within the unit; the right to alter or discontinue jobs, classifications, or practices; the maintenance and repairs; amount and kind of supervision necessary; methods and means of operation; scheduling and establishment of hours; manpower and work sites; full control of the selection examination, review, and evaluation of personnel, programs, operations and facilities; to determine when and where services will best facilitate the Probate Court and Juvenile Court.
- B. Further, it is recognized that the responsibility and prerogatives of the Management of the Probate Court and Juvenile Court for the selection and direction of the working forces includes but is not limited to the right to decide the number of employees, the right to decide employee's qualifications; to determine the times and amounts of overtime to be worked; recesses and to carry out Supreme Court Directives concerning holidays; the right to make necessary rules and regulations governing employee's conduct and safety; and to relieve an employee from duty; all of which are vested exclusively in the Court, subject only to the provisions of this Agreement.
- C. The Court's failure to exercise any function or right hereby directly or indirectly reserved to it or its exercise of such function or right in a particular way shall not be deemed a waiver of its rights to exercise such function or right or preclude the Court from exercising the same in some other way not in conflict with the express provisions of this Agreement.
- D. The Association acknowledges the practice of following the provisions of the Juvenile Court Manual, prescribing in detail the standards of operation prescribed for the orderly and required management of the Juvenile Court. It is further understood that the Juvenile Court Manual may from time to time require revision due to changes in federal and/or state laws and regulations.

ARTICLE 5
AGENCY SHOP

5.1: All current employees covered by these by-laws and all new employees hired after the effective date of these by-laws shall, as a condition of continued employment, become members of the Association and pay the monthly Association fees uniformly required of Association members or pay to the Association a representation fee as herein defined, effective thirty (30) days after the effective date of these by-laws or date of hire, whichever is later.

5.2: The representation fee shall be an amount as determined by the Association.

5.3: For those employees for whom properly executed payroll deduction authorization forms are delivered to the Personnel Office, the Employer will deduct Association fees or representation fees each pay period as per such authorization and shall remit to the Association any and all amounts so deducted, together with a list of employees from whose pay such deductions were made.

5.4: If the bargaining unit member fails to comply, the Association shall send the following letter to the delinquent bargaining unit member and a copy to the Employer.

5.5: "The Association certifies that _____ has failed to tender the periodic representation fee required under the by-laws and demands that, under the terms of this agreement, the Employer deduct the delinquent representation fees from the association member's salary." (The Association certifies that the amount of the representation fee includes only the proportionately equivalent amount necessary for negotiations, grievance processing and administration of these by-laws).

5.6: The Employer, upon receipt of said notice and request for deduction, shall act pursuant to these by-laws. In the event of compliance at any time prior to deduction, the request for deduction will be withdrawn. The Association, in enforcing this provision, agrees not to discriminate between Association members. The Association will defend and indemnify the Employer against all liability the Employer may incur by reason of deductions made pursuant to this paragraph.

5.7: The Association shall indemnify, defend, and save the Court and 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 Court and County for the purposes of complying with the provisions of the article. It is further agreed that neither any employee nor the Association shall have any claim against the Court and County for any deductions made or not made, as the case may be, except that the Court and County

shall be responsible to provide the Association with dues deducted from the employees pay. In no case shall the Court and County be responsible to pay to the Association or employee an amount equal to dues or representation fee which may or may not have been deducted and paid to the Association or employee.

ARTICLE 6
UNION REPRESENTATION

6.1: The Association shall be represented to the Employer by no more than three (3) representatives. The names and classifications of these employees shall be communicated in writing to the Probate Court Administrator and Personnel Officer of the County upon their selection and/or subsequent change.

6.2: The representative(s) shall be permitted to represent the employees to the Employer in matters of negotiation, grievances or concerns of the membership. No more than three (3) employees may be paid when in negotiations. No more than one (1) employee representative may be paid for time spent representing the Association in all other matters.

ARTICLE 7
GRIEVANCE PROCEDURE

7.1: A grievance shall be defined as an allegation of misapplication, misinterpretation or disregard of any provision of these by-laws.

7.2: An economic grievance shall be defined as any grievance affecting the salary, compensation and/or fringe benefits of an employee, except the issue of an employee's merit step increase which shall be at the sole discretion of the Employer and exempt from the grievance procedure.

7.3: A non-economic grievance shall be defined as any grievance affecting the administrative language of these by-laws excluding the administration of economic benefits.

7.4: An employee with an economic grievance shall within fifteen (15) calendar days take the matter up with the Court Administrator and Personnel Director. Be it provided that the grieving employee shall be entitled to representation from one of the duly designated Association Representatives.

7.5: An employee with a non-economic grievance shall within fifteen (15) calendar days take the matter up with the Court Administrator. Be it provided that the grieving employee shall be entitled to representation from one of the duly designated Association Representatives.

7.6: An employee may appeal the decision of the economic grievance to final and binding Mediation through the Michigan Employment Relations Commission.

7.7: An employee may appeal the decision of the non-economic grievance to the Chief Probate Judge for a final and binding decision.

ARTICLE 8
SENIORITY

8.1: An employee shall have seniority from their most recent date of full time continuous hire for the purpose of the computation of applicable fringe benefits.

8.2: The Employer shall provide a duly designated representative a copy of a seniority roster of all Association members within two (2) calendar weeks of receipt of a written request.

8.3: The seniority shall indicate the name, classification and seniority date of all Association members.

ARTICLE 9
LOSS OF SENIORITY

9.1: An employee shall lose seniority for the following reasons only:

- A. Resigns.
- B. Employment is terminated and not reversed.
- C. Retirement.
- D. Does not return from an approved leave of absence, unless authorized in writing.
- E. Death.
- F. Absent for three (3) consecutive working days without providing notification to the supervisor. Notice will be sent to the employee's last known address. The grievance procedure shall be available to the employee provided it is initiated within time frames set forth in Article 7 - Grievance Procedure.

ARTICLE 10
DISCHARGE AND DISCIPLINE

10.1: A disciplined employee shall be provided with a written notice indicating the offense and the corrective action taken.

10.2: It shall be the responsibility of the disciplined employee to notify the Association at the discretion of the employee.

10.3: The disciplined employee shall be entitled to utilize the grievance procedure to appeal a disciplinary notice. The grievance shall be filed in accordance with Article 7 - Grievance Procedure.

10.4: In the event an Association member disciplines another Association member, a copy of the written notice shall be sent to the Court Administrator. In the event the discipline is reversed by the supervisor, the Court Administrator shall be notified.

ARTICLE 11

EMPLOYEE RECORDS REVIEW

11.1: In accordance with all applicable statutes an employee shall have the right to review the content of their employee personnel file. An employee may review their personnel file in the Personnel Office during the County's regular hours of operation.

11.2: The employee may inquire into disciplinary actions taken against the employee provided in the Employers record. The Employer shall provide an inventory of all disciplinary items on record, defining these actions by circumstance and date. Be it provided, however, that the employee's statutory rights to review such records are not hereby waived.

11.3: The employee may request to receive copies of all disciplinary actions taken against the employee. The Employer shall provide copies of all such documentation at the expense of twenty-five cents (.25) per copy to the employee.

ARTICLE 12

NEW CLASSIFICATIONS

12.1: The Association shall be notified in writing of a new classification within ten (10) working days of its effective date. The Association shall also be advised of the rate structure.

12.2: The Association shall, within ten (10) working days, provide written request to negotiate the matter or the matter will be considered resolved.

12.3: The Court shall be entitled to appoint an employee to the new classification so long as timely notice is provided the Association, regardless of mutual agreement on the matter.

ARTICLE 13
WORKING HOURS

13.1: The employee who works more than seven-and-one-half (7 1/2) or eight (8) hours, according to past practice, in a day or beyond the normal thirty-seven-and-one-half (37 1/2) or forty (40) hours in a week, according to past practice shall be entitled to either compensatory time or overtime pay at a rate of one-and-one-half (1 1/2) times their normal hourly rate, as determined by the Court.

13.2: Compensatory time off may be granted only at the mutual consent of the employee and supervisor.

13.3: Work performed on a holiday shall be compensated at two-and-one-half times (2 1/2). The employee shall be paid the holiday pay or be granted straight pay and one-and-one-half (1 1/2) time as compensatory time as determined by the Court.

13.4: Overtime may only be permitted to be worked when authorized by a supervisor with the consent of the Court. The Court shall be entitled to withhold granting compensatory time or overtime to an employee who does not have Court authorization to work.

ARTICLE 14
LEAVE OF ABSENCE

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

- A. Illness leave (physical or mental); and
- B. Prolonged illness of spouse or child

All leaves granted shall comply with the period of medical disability stipulated in writing by the attending physician. The Court may require an employee on a leave of absence due to illness to submit to an examination by a physician chosen by the Court, provided the charges of the physician are paid by the Court.

14.2: Upon Court approval leaves of absence for reasonable periods, not to exceed one (1) year, may be granted without loss of seniority for educational purposes. Such a leave shall be consistent with meeting the operating needs of the department.

14.3: An employee who fails to return to work after one (1) year of approved leave, shall be considered to have resigned.

14.4: All leaves based upon illness, including maternity, shall be supported by a statement from the attending physician, when requested by the Court. In all cases of illness extending beyond seven (7) calendar days, the employee shall provide, upon request by the Court and at reasonable intervals, physician statements evidencing the employee's inability to return to normal work duties.

14.5: In no case shall an employee be granted a leave of absence greater than their accrued seniority.

14.6: An employee shall not be entitled to return to work from a leave of absence due to illness without medical verification by the attending physician of medical recovery.

14.7: Request for a leave of absence shall be submitted in writing to the Court.

14.8: While on a leave of absence without pay for any reason other than illness, the employee accrues no vacation time, sick days, retirement credit, or gain from any other fringe benefit.

14.9: Failure to report to work or provide satisfactory explanation when scheduled to return to work after the expiration of a leave of absence shall result in an immediate discharge.

14.10: The Court shall provide the employees the opportunity to return to the position held at the time the leave of absence was granted if the position is funded.

ARTICLE 15
WORKER'S COMPENSATION

15.1: All employees shall be subject to the St. Clair County's Worker's Compensation Plan, the terms and conditions of which are described herein.

15.2: When an employee is injured during the course of employment, the alleged injury shall be reported to a supervisor as soon as possible. The supervisor shall complete an accident report on the form provided by the County and submit it to the Personnel Office.

15.3: In the event of an alleged injury, the supervisor shall immediately contact the Personnel Office.

15.4: The County shall provide the employee the opportunity to supplement Worker's Compensation from accrued sick days on a leave of absence due to a work related illness or injury. The supplemental compensation shall provide the difference between Worker's Compensation and the employee's normal pay minus Federal, State, local and F.I.C.A. taxes. The supplemental compensation shall be deducted from the employee's accrued sick days but in no case exceed the employee's accrued sick days.

15.5: When an employee is eligible for Worker's Compensation, the employee shall endorse to the County the Worker's Compensation check and the County shall continue to provide the employee a regular pay check minus normal authorized payroll deductions to the extent of their accrued sick days.

15.6: Employees who elect not to supplement their Worker's Compensation, or who have no or insufficient sick days or who exhaust their sick days while on an injury leave, shall retain the Worker's Compensation check as directed by the County.

15.7: The employee who elects to supplement worker's compensation shall have one (1) sick day deducted from their accrual for each three (3) days of compensable absence.

ARTICLE 16
ASSOCIATION BULLETIN BOARD

16.1: The Association shall be granted bulletin board space by the Court for the following notices:

- A. Notices of Association recreational and social events.
- B. Notices of Association elections.
- C. Notices of results of Association elections.
- D. Notices of Association meetings.

ARTICLE 17
RETIREMENT

17.1: All full time regular employees shall, upon their date of hire, participate in the St. Clair County Employees Retirement Plan.

17.2: The County shall determine the level of funding necessary to assure and maintain the financial stability of the system, provided that the employee's contribution shall not exceed five percent (5%).

17.3: Employees who terminate their employment prior to eligibility for retirement may withdraw the amount they contributed plus interest. Contributions withdrawn from the plan prior to retirement shall result in termination of all benefits from the plan.

17.4: A retiring employee shall be entitled to final average compensation multiplied by years of service in accordance with the following schedule:

<u>Years of Service</u>	<u>Annual Multiplier</u>
1 through 10	1.75%
11 through 19	2.00%
20 through 24	2.00%
25 through 29	2.40%

Upon attaining the twentieth (20th) year, the multiplier shall be retroactive to the first year. The multiplier maximum accrual shall not exceed sixty-nine and six tenths percent (69.6%).

17.5: A retiring employee shall be eligible to participate in the health care program established by the retirement plan upon attaining twenty (20) years of service. Employees with twenty (20) or more years shall not be required to pay the premium for basic coverage.

17.6: An employee shall be eligible for early retirement when the combination of years and months of actual service and age equal eighty (80) years, provided the employee shall also have completed twenty-five (25) years of actual service. Years of actual service shall mean that period of time employed and contributing to the St. Clair County Employee Retirement Plan and excluding, by way of example, reciprocity through other retirement plans or the purchase of military service time.

17.7: Individual bargaining unit members employed prior to January 1, 1994 shall be entitled to select either the plan provided herein or maintain the plan in effect prior. Bargaining unit members employed or reemployed on or after January 1, 1994 shall be subject to the plan provided herein. Individual employee selections shall be made prior to December 31, 1997 or be subject to the plan provided herein.

17.8: Employees shall be eligible to participate in the Deferred Compensation Program in accordance with the plan provisions as long as the program is made available by the County.

ARTICLE 18
EDUCATIONAL REIMBURSEMENT

18.1: Employees enrolled for accredited extension or formal education courses may request reimbursement for tuition, fees, and supplies. Approval for reimbursement shall only be considered when the education maintains or improves the employee's skills in the area in which they are employed.

18.2: Requests for reimbursement must be made in writing and shall include a description of the course, the beginning and concluding date of the course, the cost of tuition, fees and supplies (such as books, manuals or special materials) and, if applicable, grants, aids or scholarships available or provided.

18.3: Approval of the request for reimbursement shall be contingent upon available funding, the relevancy of the course to the employee;s job and the employee obtaining a passing grade in the course. The Chief Probate Judge shall have the right to approve or deny the request for reimbursement for all or part of any tuition, fees, and/or supplies as provided in 18.4. Chief Probate Judge approval, if granted, must be in writing and shall stipulate the extent of tuition, fees and/or supplies to be reimbursed. The request shall be considered to be denied in the absence of written approval.

18.4: Reimbursement shall not exceed five hundred dollars (\$500) per course. Reimbursement shall be provided only upon obtaining a passing grade.

18.5: An employee shall have at least one year of full time service with the Court to be eligible for consideration.

18.6: An employee who successfully completes a course, with or without reimbursement, shall not necessarily be entitled to an automatic promotion, extraordinary advancement in the salary range. or a higher classification based upon completion of the course or attainment of a degree or certification.

18.7: An employee shall not be entitled to attend class or complete class assignments during their regularly scheduled working hours at the expense of the Court. Nor shall the employee be entitled to utilize the resources of the Court including supplies, equipment or personnel without supervisory approval. Failure to comply with either provision may result in forfeiture of reimbursement for the course expenditures or discipline including discharge or both.

ARTICLE 19
HEALTH, LIFE AND DENTAL CARE

19.1: Each full time employee shall be eligible to participate in the Blue Cross/Blue Shield PGS comprehensive medical and hospitalization plan with the following riders:

- Hospital Deductible - \$150 - Employee/\$250 - Family
- ML - Laboratory and X-Ray Expense Benefits
- D45NM - TB and Nervous and Mental Expense Benefits
- SAT-2 - Substance Abuse Programs
- Medicare 2 - 1 - Medicare Complimentary Coverage
- FC - Dependent Eligibility
- SD - Sponsored Dependent
- COB - Coordination of Benefits
- \$ 5.00 Co-Pay - Prescription Drug Rider
- Master Medical Option 1
- Case Management
- Precertification
- F AE-RC - Emergency Room
- VCA - 80 - Optical

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 FC, SD, and/or Medicare 2-1 riders plan costs.
- b. Employees hired prior to January 1, 1986 who do not enroll dependents on the FC, SD and/or Medicare 2-1 riders until after February 24, 1988 shall pay 50% of the rider plan costs and the County shall pay 50% of the plan costs.
- c. Employees hired prior to January 1, 1986 with enrolled dependents shall not pay any of the FC, SD and/or Medicare 2-1 riders plan costs. Be it provided, however, that enrollment changes on or after the February 24, 1988 shall be subject to the preceding subsection B.
- d. Employee premium cost shall be paid by way of payroll deduction.

19.2: Full time employees shall be entitled to select any one of the following options in the place of the core option.

A. OPTION I

All coverages and riders subject to:

- * \$100/\$200 Deductible
- * 80/20 cost share of usual, reasonable and customary charges.
- Precertification/Case Management
- Annual Cash Rebate (Paid Bi-Weekly)
- * \$200 - Single Plan
- * \$335 - Two Person Plan
- * \$410 - Family Plan

B. OPTION II

All coverages and riders subject to:

- * \$250/\$500 Deductible
- * 80/20 cost share of usual, reasonable customary charges.
- Precertification/Casemanagement
- Annual Cash Rebate (Paid bi-weekly)
- * \$400 - Single Plan
- * \$675 - Two Person Plan
- * \$830 - Family Plan

C. OPTION III

Full time employee's eligible to participate in the plan but who elect not to participate shall be entitled annual compensation as follows:

- * \$1350 - Family Plan subscriber
- * \$1100 - Two Person subscriber
- * \$ 650 - One Person subscriber

Payment shall be made in equal bi-weekly installments with the employee's paycheck. The employee may elect the compensation through deferred compensation or individual flexible spending account. The employee shall have sole responsibility to apply for deferred compensation which shall be consistent with all terms and conditions of deferred compensation.

19.3: In the event federal or state legislation is enacted that affects either the benefit design or the cost of providing health care, the parties shall meet and if necessary bargain to a mutually satisfactory resolution.

19.4: 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.

19.5: The County shall provide full time employees with the plan 100/50/50 dental insurance with a carrier of the County's choosing:

A. CORE OPTION

- * Plan 100 50/50 to an annual maximum of \$600 per individual.
- * Orthodontia Plan 50/50 to a lifetime maximum of \$1200 of \$2400 per individual.

B. OPTION I

- * \$200 to a flexible reimbursement account.

C. OPTION II

- * \$150 cash rebate.

19.6: The Employer will provide group life insurance plan for qualified insurance employees as the core option, as follows:

<u>SALARY</u>	<u>LIFE INSURANCE AMOUNT</u>
Less than \$35,000	\$40,000
\$35,000 to \$39,999	\$45,000
\$40,000 or more	\$50,000

A. OPTION I

The eligible employee may purchase an additional amount equal to the core at the employer's group rate. The employee shall be subject to and responsible for any and all taxes on the premium amount as determined by the IRS.

B. OPTION II

The eligible employee may purchase an amount equal to twice the core at the employer's group rate. The employee shall be subject to and responsible for any and all taxes on the premium amount as determined by the IRS.

19.7: 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.

19.8: 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.

19.9: 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.

19.10: Full time employees shall be entitled to contribute pretax dollars to a flexible spending account for uninsured health care and/or dependent care, in accordance with the policy established by the County and the plan administrator.

ARTICLE 20
SERVICE RECOGNITION

20.1: Full time employees hired prior to March 14, 1994 shall be eligible for a lump sum payment in recognition of their years of continual service shall be paid based on the following schedule:

<u>Years of Service</u>	<u>% of Base Salary</u>	<u>Maximum Payment</u>
5 - 9	2%	\$ 800
10 - 14	4%	\$1,600
15 - 19	6%	\$2,400
20 - 24	8%	\$3,200
25 +	10%	\$4,000

Employees who satisfy the minimal requirements each year shall be paid a single lump sum the first full pay period following the date of their anniversary of full time employment.

ARTICLE 22
SICK DAYS AND DISABILITY INSURANCE

21.1: Full time employees shall be credited with one (1) sick day upon each monthly anniversary to be used for the purposes provided by this Agreement. Any sick day use other than provided by this Agreement shall be considered a misuse and an abuse.

21.2: Full time employees shall be entitled to accrue sick days to a maximum of thirty (30) days.

21.3: In the event of a serious illness to the spouse, parent, spouse's parent or child, the employee shall be entitled to use up to a maximum of ten (10) sick days per incident as approved by the supervisor. The supervisor may extend this to an additional twenty (20) sick days.

21.4: In the event of a death to a member of the immediate family, the employee may use sick days to a maximum of five (5) days as determined by the supervisor. Immediate family shall be defined as: mother, father, step-parent, brother, sister, spouse, child, step-child, grandparent, grandchild or immediate family of the spouse according to the preceding definition.

21.5: The supervisor may require proof of serious illness or death prior to approval of any sick day use. Employees who attempt to use or use sick days for reasons other than provided herein shall be subject to discipline.

21.6: An employee shall not be entitled to use more sick days than have been accrued or in advance of days to be credited.

21.7: An employee who uses six (6) days in a ninety (90) day period, without a statement from their attending physician indicating the nature of their illness may be on a "proof required status". Proof required status shall mean the employee must provide a statement from their attending physician indicating the nature of the illness in order to be eligible for sick day pay. An employee shall be on proof required status for ninety (90) calendar days. The employee who fails to provide appropriate medical verification shall be subject to discipline. The Court Administrator or designee may choose not to place the employee on proof required status if the employee has not exhibited a questionable attendance pattern during the preceding one (1) year.

21.8: Sick days may be taken in place of normally scheduled work days, excluding holidays. Sick days used during an approved vacation shall not result in deduction from vacation accumulation but rather from sick day accumulation. The supervisor shall have the right to require the employee to provide a physician's statement verifying an illness during a vacation.

21.9: An employee shall be eligible for salary continuation when an illness or injury extends beyond twenty (20) consecutive work days. Compensation shall commence the twenty-first (21st) work day and shall provide two-thirds (2/3) of the disabled employee's normal pay before all payroll deductions including taxes and F.I.C.A. Salary continuation shall be for a period of five (5) years. Verification of a continuing medical disability may be required by the County in order to provide salary continuation. Salary continuation shall be offset by benefits derived from the County's Retirement Plan, Social Security and/or Worker's Compensation.

21.10: The County shall provide the disabled employee salary continuation from the twenty-first (21st) work day to the one hundred and eightieth (180th) calendar day from disability. During the period that the County provides the disabled employee salary continuation, the employee shall be entitled to continuation of the fringe benefits which shall be provided consistent with the employee's reduced salary. In other words, all benefits based upon salary shall be computed upon the reduced salary.

21.11: The disabled employee shall not be ineligible for salary continuation for refusal to accept an offer of work in a classification other than the classification held at the time of disability.

21.12: Commencing the one hundred and eighty-first (181st) calendar day salary continuation shall be provided by an insurance carrier of the County's choice or by the County at the County's discretion. At such time the disabled employee shall not be eligible for fringe benefits. Be it provided, however, that the disabled employee shall be entitled to obtain group health insurance through the County in accordance with the following safeguards and conditions.

A. The disabled employee shall be entitled to six (6) months of health care coverage provided the employee pays fifty percent (50%) of the premium costs.

B. The County shall require prepayment of all premium costs.

21.13: The employee shall be entitled to select either of the following options to the core salary continuation (disability) plan.

A. CORE OPTION

- * 66 2/3% of base salary
- * 5 years from date of disability
- * \$4,000 monthly maximum

B. OPTION I

- * 70% of base salary
- * Benefit to age 65
- * \$6,000 monthly maximum

The employee electing Option I shall pay, by bi-weekly payroll deduction, the difference in premium between the Core Option and Option I at the County's Group Rate.

21.14: Nothing shall prohibit the County from offering the employee a redemption in lieu of salary continuation. Be it provided, however, that the employee shall have sole responsibility to accept or reject a redemptive offer.

21.15: The employee shall be eligible to supplement disability compensation with vacation or sick days on a ratio of one (1) vacation day or one sick day to three (3) days of absence in order to remain at full normal gross salary.

21.16: When an employee's illness or physical condition raises the question of fitness to perform normal duties, or if the employee exhibits questionable attendance, the Court may require the employee to submit to a physical examination and the Court shall pay the expenses incurred.

21.17: An employee on an approved disability leave using sick days, salary continuation or disability insurance shall be subject to all the provisions of Article 15 - Leave of Absence.

21.18: The employee must promptly notify their Supervisor of their absence or be subject to discipline.

21.19: Upon termination of employment, an employee with accrued sick days shall be entitled to receive compensation to a maximum accrual of thirty (30) sick days based upon the following graduated schedule of months of service.

<u>Months of Service</u>	<u>% of Accrual</u>
12 to 24	20%
25 to 36	30%
37 to 48	40%
49 or more	50%

21.20: Employees subject to another sick day policy other than that which is provided herein shall upon entry into this unit be compensated for sick day accruals as follows:

- A. The employee shall retain accrued sick days to a maximum of thirty (30) days.

B. The employee shall be paid off at a rate of fifty percent (50%) of the remaining value of the sick days.

21.21: The Court recognizes its responsibility to comply with all existing federal and state laws.

ARTICLE 22
VACATIONS

22.1: Full-time employees shall be entitled to vacation according to the following schedule:

<u>Years of Service</u>	<u>Days</u>
1 - 2	5
3 - 4	10
5 - 9	17
10 - 14	20
15 - 19	23
20 - 24	25
25 +	28

22.2 The full allocation of days according to the above schedule shall be credited to the employee upon each anniversary of full-time employment with the department.

22.3 Vacation days shall not be used prior to their being credited or beyond the number of those days accumulated.

22.4 An employee shall be entitled to carry forward from the previous years accrual as many days that when added to the anniversary credit does not exceed thirty-five (35) days. In other words, an employee shall not be entitled to maintain an accrual of more than thirty-five (35) days at any time.

22.5 Vacation days must have the prior approval of the Court to be used. Approval shall be contingent upon meeting the operational needs of the Court but approval shall not be unreasonably withheld. Seniority shall prevail when requests are simultaneous within the same classification.

22.6 A holiday occurring during a paid vacation leave shall not be deducted from the vacation accumulation.

22.7: An employee shall not be credited with fewer days than may have been credited to them on their previous anniversary due to the change in this provision. An employee whose years of service would entitle them to fewer days due than on their previous anniversary shall be granted the number of days granted them on their previous anniversary until such time as their years of service entitle them to more days on the schedule provided in 22.1:.

22.8: Upon termination, retirement or death, the employee or beneficiary shall be paid the total accrued unused vacation days and a prorated pay off of vacation time from their date of separation retroactive to their last anniversary of employment. Be it provided, however, that such pay off of unused days shall not exceed thirty-five (35) days of pay.

ARTICLE 23
HOLIDAYS

23.1: All full time regular employees shall be subject to the Holiday Schedule established by the State Supreme Court Administrators Office.

23.2: To be eligible for a holiday, an employee shall work the last scheduled work day before the holiday and the first scheduled work day after the holiday, unless authorized the day off.

23.3: In a department which normally works five days a week, Monday through Friday, and a holiday falls on a Saturday it shall be celebrated on the preceding Friday. When a holiday falls on a Sunday, it shall be celebrated on the following Monday.

23.4: Employees who work a holiday shall be compensated at two-and-one-half (2 1/2) times that rate pay consistent with Article 13 - Working Hours, Section 3.

23.5: Employees who work in a 24 hour facility and are normally scheduled to work a Saturday and/or Sunday, shall celebrate the holiday on the day it actually occurs or be granted another day off if the holiday falls on their scheduled day off.

ARTICLE 24
JURY DUTY, SUBPOENA AND WITNESS FEE

24.1: An employee who is called to perform jury duty shall inform the Employer immediately.

24.2: Employees on jury duty shall be paid regular pay for performing jury duty during regularly scheduled work hours. Pay for jury duty shall be returned to the Employer in lieu of regular salary.

24.3: Time spent on jury duty shall not be deducted from sick days or vacation days, nor adversely effect any fringe benefits.

24.4: Any reimbursements (by way of example: mileage, lodging, and/or reimbursable out-of-pocket expenses) shall belong to the employee. If such a reimbursement is paid as part of the jury pay, the County shall provide the reimbursement portion only to the employee with suitable documentation, in a reasonable time and manner.

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

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

ARTICLE 25
MILEAGE ALLOWANCE
AND EXPENSE REIMBURSEMENT

25.1: Employees who use their personal vehicles on business required by the County shall be reimbursed at the maximum non-taxable rate allowable by the US Department of Internal Revenue.

25.2: Court approved expenses for out-of County lodging and meals shall be reimbursed to the employee when attendance is at employment related activities.

ARTICLE 26
EMPLOYEE LIABILITY

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

ARTICLE 27
WAGES

3% - Effective 01/01/94

	<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Assistant Juvenile Services Director	40,336	41,033	41,746	43,197	44,706	46,278
Barr House Director	27,184	27,701	28,229	29,332	30,438	31,602
Barr House Assistant Director	20,779	21,178	21,584	22,414	23,273	24,169
Caseworker Supervisor	34,061	34,711	35,375	36,730	38,267	40,241
Children Shelter Superintendent	34,061	34,711	35,375	36,730	38,267	39,604
Children Shelter Assistant Superintendent	27,662	28,178	28,704	29,776	30,889	32,053
Juvenile Center Superintendent	38,198	38,939	39,693	41,231	42,836	44,502
Juvenile Center Assistant Superintendent	31,700	32,281	32,900	34,136	35,422	36,761
Juvenile Center Ass't. Superintendent/Referee	33,200	33,781	34,400	35,636	36,922	38,261
Juvenile Registrar	22,800	23,256	23,722	24,671	25,657	26,680
Probate Registrar	30,349	30,925	31,511	32,709	33,956	35,251
Treatment Program Director	30,807	31,627	32,184	33,326	34,512	35,746

Effective 07/01/94

Children Shelter Superintendent	34,861	35,511	36,175	37,530	39,067	40,404
Children Shelter Assistant Superintendent	28,462	28,978	29,504	30,576	31,689	32,853

ARTICLE 27
WAGES

3% - Effective 01/01/95

	<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Assistant Juvenile Services Director	41,546	42,264	42,998	44,493	46,047	47,666
Barr House Director	27,999	28,532	29,076	30,212	31,351	32,551
Barr House Assistant Director	21,403	21,813	22,231	23,086	23,971	24,894
Caseworker Supervisor	35,083	35,752	36,437	37,832	39,415	41,448
Children Shelter Superintendent	35,907	36,576	37,260	38,656	40,239	41,616
Children Shelter Assistant Superintendent	29,316	29,847	30,389	31,493	32,640	33,639
Juvenile Center Superintendent	39,344	40,107	40,884	42,468	44,121	45,837
Juvenile Center Assistant Superintendent	32,651	33,250	33,887	35,160	36,484	37,864
Juvenile Center Ass't. Superintendent/Referee	34,151	34,750	35,387	36,660	37,984	39,364
Juvenile Registrar	23,484	23,954	24,434	25,411	26,427	27,481
Probate Registrar	31,259	31,852	32,456	33,690	34,975	36,308
Treatment Program Director	31,732	32,576	33,150	34,325	35,548	36,819

Effective 07/01/95

Children Shelter Superintendent	36,707	37,376	38,060	39,456	41,039	42,416
Children Shelter Assistant Superintendent	30,116	30,647	31,189	32,293	33,440	34,639

ARTICLE 27
WAGES

3% - Effective 01/01/96

	<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Assistant Juvenile Services Director	42,792	43,532	44,288	45,828	47,429	49,096
Barr House Director	28,839	29,388	29,948	31,119	32,291	33,527
Barr House Assistant Director	22,045	22,468	22,898	23,779	24,690	25,641
Caseworker Supervisor	36,135	36,825	37,530	38,967	40,597	42,692
Children Shelter Superintendent	37,808	38,497	39,402	40,640	42,270	43,688
Children Shelter Assistant Superintendent	31,019	31,566	32,125	33,262	34,443	35,678
Juvenile Center Superintendent	40,524	41,310	42,110	43,742	45,444	47,212
Juvenile Center Assistant Superintendent	33,631	34,247	34,904	36,215	37,579	38,999
Juvenile Center Ass't. Superintendent/Referee	35,131	35,747	36,404	37,715	39,079	40,499
Juvenile Registrar	24,189	24,673	25,167	26,173	27,220	28,305
Probate Registrar	32,197	32,808	33,430	34,701	36,024	37,397
Treatment Program Director	32,683	33,553	34,144	35,355	36,614	37,923

Effective 07/01/96

Children Shelter Superintendent	38,608	39,297	40,202	41,440	43,070	44,488
Children Shelter Assistant Superintendent	31,819	32,366	32,925	34,062	35,243	36,478

ARTICLE 27
WAGES

3% - Effective 01/01/97

	<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Assistant Juvenile Services Director	44,076	44,838	45,617	47,203	48,852	50,569
Barr House Director	29,704	30,269	30,847	32,052	33,260	34,533
Barr House Assistant Director	22,706	23,142	23,585	24,492	25,431	26,410
Caseworker Supervisor	37,219	37,930	38,656	40,136	41,815	43,973
Children Shelter Superintendent	39,766	40,476	41,408	42,683	44,362	45,823
Children Shelter Assistant Superintendent	32,774	33,337	33,913	35,084	36,300	37,572
Juvenile Center Superintendent	41,740	42,550	43,373	45,054	46,808	48,629
Juvenile Center Assistant Superintendent	34,640	35,275	35,951	37,302	38,706	40,169
Juvenile Center Ass't. Superintendent/Referee	36,140	36,775	37,451	38,802	40,206	41,669
Juvenile Registrar	24,914	25,413	25,922	26,958	28,036	29,154
Probate Registrar	33,163	33,792	34,433	35,742	37,105	38,519
Treatment Program Director	33,664	34,560	35,169	36,416	37,712	39,061

ARTICLE 28
TERM OF BY-LAWS

28.1: These by-laws shall be in force from the date of execution as evidenced by the signatures of the parties below through and including December 31, 1997. Be it provided, however, that salaries shall be implemented retroactive to January 1, 1994 or upon date of employee hire if after January 1, 1994. All other benefits and conditions shall be implemented upon execution of these by-laws or as soon thereafter as such benefits can be provided or obtained.

28.2: It shall be the exclusive responsibility, authority and prerogative of the Association to notify the Employer of its desire to amend or modify these by-laws. Such notice shall be made in writing to the Chief Probate Judge with a copy to the County Administrator/Controller within the period October 1, 1997 through and including December 31, 1997 or the Association shall be considered to have decertified and the parties shall be prohibited from collective bargaining.

28.3: Should any law now existing or hereafter enacted, or any proclamation, regulation or edict of any state or national agency invalidate any portion of these by-laws, the entire by-laws shall not be invalidated. Should any portion, by such circumstances as provided above, become invalid, either party may request and the parties shall meet to negotiate the invalidated portion.

28.4: Any and all letters of agreement now here to or hereafter attached shall be considered and are part of these by-laws.

IN WITNESS WHEREOF, the parties here to have executed these by-laws this _____ day of _____, 1994.

FOR THE ASSOCIATION

FOR THE EMPLOYER

Chief Probate Judge

Chairperson, Board of
Commissioners

County Clerk

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 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

RESOLUTION 94-38

AUTHORIZING FULL FAITH AND CREDIT FOR PAYMENT OF A NOTE
FOR THE BOWMAN DRAIN ENCLOSURE

WHEREAS, a drainage district may borrow money from a public or private corporation, firm or individual for payment of, or in connection with the construction of any part of a drain project, and the obligation of the drainage district to make the repayment or reimbursement may be evidenced by a note, and the said note may pledge the full faith and credit of the drainage district for the payment of a note of the drainage district under M.C.L.A. 280.43, C.L. 1970 as amended; and

WHEREAS, the St. Clair County Drain Commissioner has contracted with Pamar Enterprises, Inc. for the construction of the BOWMAN DRAIN ENCLOSURE in PC 307 in St. Clair Township.

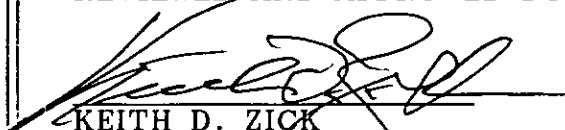
WHEREAS, the required note for the BOWMAN DRAIN ENCLOSURE is in the amount of \$ 130,200.00.

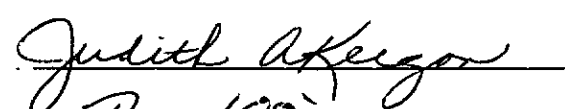
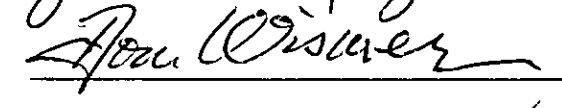
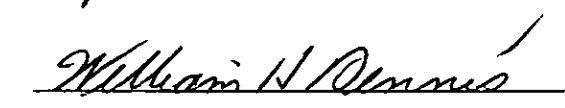
NOW, THEREFORE, BE IT RESOLVED that the St. Clair County Board of Commissioners pledges its full faith and credit for the payment of the \$130,200.00 note for the BOWMAN DRAIN ENCLOSURE in St. Clair Township, St. Clair County, Michigan and authorizes the St. Clair County Drain Commissioner to sign said note on behalf of the County.

BE IT FURTHER RESOLVED, that 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 12, 1994

REVIEWED AND APPROVED BY:


KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, MI 48040

RESOLUTION 94- 37

REVISING ARTICLE IV OF THE ST. CLAIR COUNTY
EMPLOYEES' RETIREMENT SYSTEM ORDINANCE
(Adding additional time to purchase credited service)

WHEREAS, the St. Clair County Employees' Retirement System Ordinance revision was adopted by the Board of Commissioners on March 2, 1992, to take effect retroactive to January 1, 1992; and

WHEREAS, Article IV, Section 4.3d(1) established a time frame for employees to contribute the required amount of money into the retirement system in order to be reinstated for previous service credit; and

WHEREAS, Article IV, Section 4.5f(1) established a time frame for employees to purchase past military service time and contribute the required amount of money into the retirement system; and

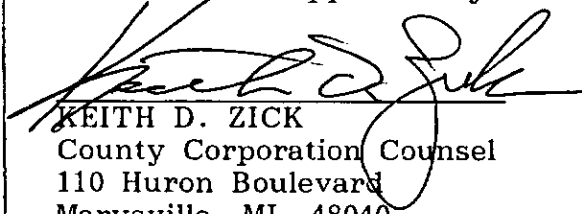
WHEREAS, the time frame would be shortened due to the date of final approval by the State of Michigan County Pension Committee on May 14, 1992; and

WHEREAS, in order to give employees sufficient time to purchase past service credit and/or military service credit, Article 4.3d(1) and 4.5f(1) need to be revised in order to extend the time frame one additional year as outlined in EXHIBIT "A" attached hereto.

NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners hereby revises the Employees' Retirement System Ordinance Article IV, Section 4.3d(1) and Section 4.5f(1) adding additional time to purchase credited service as stated in EXHIBIT "A" attached hereto, and as recommended by the St. Clair County Employees' Retirement System Board of Trustees, and forward to the State of Michigan County Pension Committee for final approval.

DATED: OCTOBER 12, 1994

Reviewed and Approved by:


KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, MI 48040

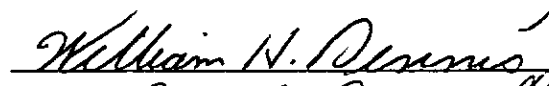
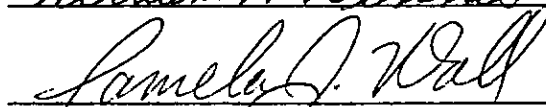
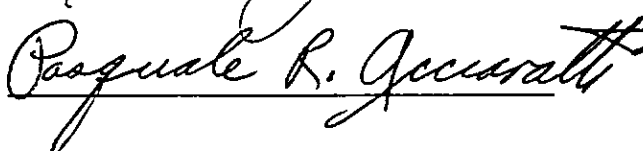




EXHIBIT "A"

ARTICLE IV - Proposed Revisions

Credited Service; Reinstatement of

Section 4.3 Credited Service

- (d) The member to purchase credit for the service and makes the required contribution no later than the date provided for in subsection (1) or subsection (2) whichever is applicable.
- (1) A person who is a member of the Retirement System on the effective date of this amendment, as set out in subsection (e), shall have until ~~two (2)~~ **three (3)** years from that date, or **two (2)** years from the date they achieve two (2) years of credited service, as provided in subsection (a), ~~whichever is later,~~ to make the required contribution.

Section 4.5 Military Service, (Non-Intervening) Conditions for Credited Service

- (f) The member elects to purchase credit for the service and makes the required contribution no later than the date provided for in subsection (1) or subsection (2) whichever is applicable.
- (1) A person who is a member of the Retirement System on the effective date of this amendment, as set out in subsection (g), shall have until ~~two (2)~~ **four (4)** years from that date, or **two (2)** years from the date on which they achieve eight (8) years of credited service, as provided in subsection (a), ~~whichever is later,~~ to make the required contribution.

RESOLUTION 94-36

CONFIRMING ROAD COMMISSION
CONTRACT WITH CERTIFIED PUBLIC ACCOUNTANTS

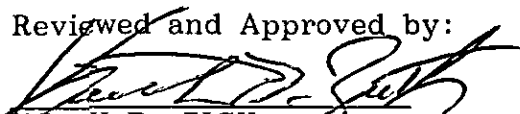
WHEREAS, under date of September 6, 1994, as a requirement of the State of Michigan Public Act 199, 1975, the St. Clair County Road Commission resolved to contract with the certified public accounting firm of Stewart, Beauvais & Whipple, for the purpose of auditing the books of the St. Clair County Road Commission, the St. Clair County Department of Public Works, and the St. Clair County Airport Commission, for the years ending December 31, 1994, 1995 and 1996, at a total 3 year cost of \$37,260, copies of said resolution and contract be attached hereto and made a part hereof by reference - Exhibit "A"; and


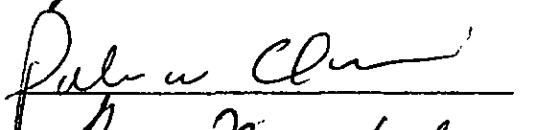
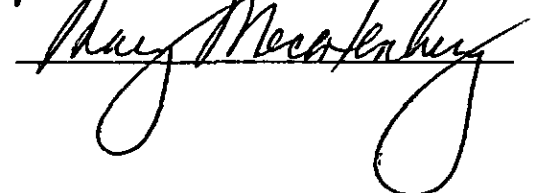
WHEREAS, by Resolution No. 94-24 dated September 6, 1994, the Board of County Road Commissioners recommended this Contract to the St. Clair County Board of Commissioners for their confirmation.

NOW, THEREFORE, BE IT RESOLVED, that the Resolution of the St. Clair County Road Commission adopted September 6, 1994, authorizing the contract for the audit of the Road Commission by the firm of Stewart, Beauvais & Whipple, may be and the same is hereby affirmed, and the Road Commission is requested to have the firm of Stewart, Beauvais & Whipple transmit a copy of the said audit to this Board, to the County Treasurer and to the State Treasurer as required by law, with the cost of such audit being paid by the funds of the Road Commission, Airport and D.P.W.

DATED: September 14, 1994

Reviewed and Approved by:


KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, MI 48040

ST. CLAIR COUNTY, MICHIGAN

AUDIT CONTRACT

Stewart, Beauvais & Whipple, P.C., Certified Public Accountants, registered to practice in the State of Michigan, (hereinafter referred to as Certified Public Accountant), and the Board of County Road Commissioners, Airport Commission and the Board of Public Works of the County of St. Clair, State of Michigan, contract on this _____ day of _____, 1994 as follows:

1. For the years ending December 31, 1994, December 31, 1995 and December 31, 1996, the Certified Public Accountant shall conduct an examination of the financial records, accounts and procedures of the following funds and operations of the:

St. Clair County Road Commission
St. Clair County International Airport
St. Clair County Department of Public Works

2. The Certified Public Accountant's examination shall meet the requirements of Act 199, P.A. 1975; Act. 621, P.A., 1978; the standards for financial audits set forth in the U.S. General Accounting Office's Government Auditing Standards (1988), the provisions of the Single Audit Act of 1984 and the provisions of U.S. Office of Management and Budget (OMB) Circular A-128, Audits of State and Local Governments.

3. The Certified Public Accountant's examination shall also be made in accordance with generally accepted auditing standards for the purpose of expressing an appropriate opinion on his examination of the financial statements.

4. The audit will be completed no later than ninety (90) days after the close of the Road Commission's fiscal year and the audit reports and management letter (report on internal accounting controls) will be submitted no later than one-hundred and twenty (120) days after the close of the Road Commission's fiscal year.

5. The Road Commission's accounting department shall have completed and balanced all accounts and have prepared trial balances and schedules of all funds and operations to be examined by the Certified Public Accountant and shall provide the Certified Public Accountant with space deemed adequate by the Certified Public Accountant for the efficient conduct of the examination. The Road Commission's accounting department shall provide the Certified Public Accountant, for his use and retention, with copies of these trial balances for the various funds and operations in a form acceptable to the Certified Public Accountant.

EXHIBIT "A"

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF ST. CLAIR

PERFORMANCE OF AUDIT

WHEREAS, it has been the policy for the St. Clair County Road Commission to require an annual audit of its records by a Certified Public Accountant; and

WHEREAS, this audit is now a requirement of the State of Michigan with the passage of Public Act 199, 1975; and

WHEREAS, Stewart, Beauvais & Whipple are licensed Certified Public Accountants in the State of Michigan and have the experience and personnel necessary to perform this audit.

NOW, THEREFORE, BE IT RESOLVED, That the Board of County Road Commissioners of the County of St. Clair enter into a contract with Stewart, Beauvais & Whipple, Certified Public Accountants, to perform annual audits for the fiscal years ending December 31, 1994, December 31, 1995 and December 31, 1996, and the Secretary be authorized to sign the contract; and

BE IT FURTHER RESOLVED, That the Board of County Road Commissioners of the County of St. Clair recommend this contract to the St. Clair County Board of Commissioners for their confirmation.

AYES: Commissioner Street
Commissioner McCormick
Commissioner Foley

NAYS: 0

* * * * *

I hereby certify that the foregoing is a true and correct copy of a portion of the minutes of a regular meeting of the Board of County Road Commissioners of the County of St. Clair held on Tuesday, September 6, 1994 at 7:29 p.m. in the St. Clair County Road Commission's Central Service Center, 21 Airport Drive, St. Clair, Michigan.



Janet C. Kitamura, Secretary

RESOLUTION 94-35

REGARDING CIVIL RIGHTS WITHIN ST. CLAIR COUNTY

WHEREAS, the State of Michigan requires that a community seeking to receive Community Development Block Grant Fund 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 disability.

Employment: The opportunity to obtain employment without discrimination because of race, religion, national origin, color, sex, marital status, age or disability 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 disability.

RESOLUTION 94-34

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 Ten Million (\$10,000,000) 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 Three Hundred Thousand Dollars (\$300,000); 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.

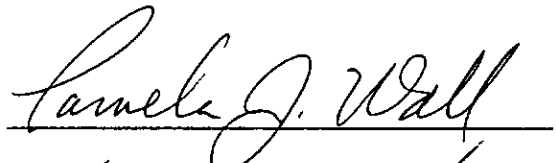

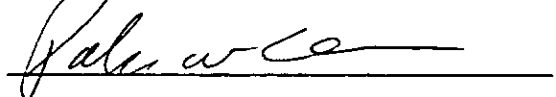
4. The St. Clair County Metropolitan Planning Commission and its agents are hereby directed to implement and administer said program on behalf of St. Clair County; and

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: September 14, 1994

Reviewed and Approved by:


KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, MI 48040



METROPOLITAN PLANNING COMMISSION

County of St. Clair, Michigan

108 McMORRAN BLVD., PORT HURON, MICHIGAN 48060-4062 (810) 987-4884

MEMORANDUM

TO: CHAIRPERSON AND COUNTY BOARD OF COMMISSIONERS

FROM: METROPOLITAN PLANNING COMMISSION

DATE: August 23, 1994

RE: 1994 HOUSING REHABILITATION GRANT APPLICATION

This past Wednesday, August 17th, the County Planning Commission took action on a Staff request to submit an application for a 1994 Housing Rehabilitation Program grant being offered through Michigan's Community Development Block Grant (CDBG) program. This program grant is similar to the grant received in 1992 which is funding the current housing rehabilitation effort of the department. The application which is recommended for submittal this year would fund a larger program over a two year period. The Planning Commission will be sending a formal recommendation to the Board asking that they **act on this application prior to the September 15, 1994 deadline for submittal**. This memorandum is being sent to the Board of Commissioners in advance to advise you of the proposal and brief you on the application as it stands at this time.

PROGRAM HIGHLIGHTS: As it exists at the present time, if the grant is awarded to the County it would result in approximately \$600,000 being made available to the County for rehabilitation of low and moderate income homes. Of this amount \$300,000 would be awarded to the County from the Michigan CDBG program, and the remaining funds would be expenditures authorized under two homeowner low interest loan programs also offered by the state. It is estimated that these funds could result in assistance to 50 - 70 single-family homes throughout the County.

The program would run for a period of two (2) years and cost approximately \$98,000 to administer. Of this administrative cost, a little over \$54,000 would be recovered through the CDBG grant with the remaining costs being covered locally. The Planning Commission is currently discussing where these remaining funds would be drawn from.

CONCLUSION: The Board of Commissioners will receive a formal recommendation on the CDBG grant application on September 14th. Staff from the Planning Commission will be present on August 24th to introduce the proposal, answer any questions that the Board members may have, and Staff will also be present on September 14th. Unfortunately Staff will not be available for the Public Works meeting on September 7th. Please remember, the application is due to the State no later than September 15th.

CDBG\GRNTNOTE.2BD

A Government of Service





METROPOLITAN PLANNING COMMISSION

County of St. Clair, Michigan

108 McMORRAN BLVD., PORT HURON, MICHIGAN 48060-4062 (810) 987-4884

MEMORANDUM

TO: Donald Dodge, County Administrator/Controller

FROM: Gordon Ruttan, Planning Director

DATE: September 1, 1994

RE: HOUSING ISSUES ON THE SEPTEMBER 14TH COUNTY BOARD AGENDA

During the County Board of Commissioners meeting scheduled for September 14th, the Board will be receiving a recommendation from the Planning Commission on an application for \$300,000 in Community Development Block Grant dollars. These funds will be matched with other State funds to support a \$600,000 plus housing rehabilitation program during the years 1995 and 1996. Required action by the Board of Commissioners that evening must include holding a public hearing and adopting several resolutions. It is important that all of these requirements be met if the County's application is to be postmarked by the deadline of September 15th (so this will be the Board's only opportunity to debate the application. However, keep in mind that until the County signs a grant agreement they are under no obligation to the State to operate a rehab program. If a grant is awarded, we can expect to receive a grant agreement shortly after the first of the year.)

The following is a list of items that must be included on the September 14th agenda and acted on that night.

1. A public hearing on the application has been scheduled for the 14th at 7:30 pm. At that time the Board will be expected to open the hearing, accept public comments and answer any questions that may arise. A notice has been sent to the Times Herald which should be published on September 8th.
2. During the regular meeting the Board will review and discuss the applications content. Copies of the program budget, sources of revenue, and a number of documents will be given to you to include in the agenda packet next week. Several of these documents must be signed by the Chairperson if the Board acts to apply. These include a Statement of Assurances and the Local Government Certification. Both of these documents were signed by the Board in previous years.
3. Two separate resolutions must be acted upon. One is to authorize the County to file an application, the other is a fair housing and civil rights declaration. Again, both have been acted on in the past and in fact the language is a direct copy of what was approved in 1993 for our current housing grant program.

A Government of Service



Donald Dodge, Administrator/Controller

Memo: Housing Issues on the September 14th County Board Agenda

Page Two

September 1, 1994

All of these documents must be signed that night by the Board Chair and County Clerk or signed first thing the next morning. **Keep in mind, the application must be postmarked no later than September 15, 1994 or it will not be accepted or processed.**

If you have any questions, please call. Staff will be in attendance at the meeting to answer any questions than may arise.

Thank you.



METROPOLITAN PLANNING COMMISSION

County of St. Clair, Michigan

108 McMORRAN BLVD., PORT HURON, MICHIGAN 48060-4062 (810) 987-4884

MEMORANDUM

TO: CHAIRPERSON AND COUNTY BOARD OF COMMISSIONERS

FROM: METROPOLITAN PLANNING COMMISSION

DATE: SEPTEMBER 8, 1994

RE: 1994 CDBG HOUSING REHABILITATION GRANT APPLICATION

SUBJECT: The Planning Commission has prepared an application for \$300,000 in Community Development Block Grant (CDBG) funds which will allow the County to offer housing rehabilitation grants and loans to low and moderate income homeowners throughout the county. The County is eligible for these funds if an application is endorsed by the Board of Commissioners and the application is **postmarked no later than September 15, 1994**. During the Board's regular meeting of August 24th Staff from the Planning Commission introduced the Board to this proposal and on September 14th the Board is asked to take action on the Planning Commission's recommendation.

BACKGROUND: The Planning Commission currently operates a housing rehabilitation program very similar to that which is now being proposed. The existing program was made possible by a \$200,000 CDBG grant awarded to the County in 1993. We have used those funds to assist approximately twenty-two homeowners and expect to assist another three or four before we exhaust funds. The CDBG dollars were matched with State loan dollars allowing us to assist more homeowners than we could with grant dollars only. The current program is being administered by an outside consultant at a cost of approximately \$36,000 plus an in-kind donation from the Planning Commission of staff time necessary to oversee and manage the program.

PROPOSED PROGRAM: The Planning Commission is proposing to offer a more aggressive program during 1995-1997. This expanded program would result in \$300,000 in grant funds and close to an additional \$300,000 in loan funds that could be offered to homeowners. With nearly three times as many State dollars available to the County, we hope to assist between sixty and seventy homeowners through a combination of grants, loans, deferred loans, and emergency repair grants. Such a program is very ambitious and will require a significant amount of Staff (or Staff and consultant) time.

ACTION REQUESTED BY THE PLANNING COMMISSION: The Planning Commission requests that the County Board of Commissioners endorse the proposed 1994 CDBG housing rehabilitation program application and authorize the Board Chairperson to sign the appropriate documents.

A Government of Service



MEMO: CHAIRPERSON AND COUNTY BOARD OF COMMISSIONERS
DATE: September 8, 1994
RE: 1994 CDBG HOUSING REHABILITATION GRANT APPLICATION
PAGE: TWO

APPROVAL PROCEDURES: The Board of Commissioners agenda for the evening of September 14th includes a public hearing on the application (scheduled for 7:30 with a noticed published in the Times Herald September 8th), discussion of the proposal, and if found acceptable to the Board, adoption of two separate resolutions. The first resolution authorizes the County to submit the application, the second is a fair housing and civil rights declaration. Both must be included in the application packet and therefore acted on.

Items included in the agenda to assist and inform the Board of program highlights include a copy of the program budget, sources of program revenue, and a number of documents that must be signed by the Board Chairperson. One of these forms is a Statement of Assurances and the other the Local Government Certification. (Both of these documents were signed by the Board for the 1993 housing program grant.)

OTHER INFORMATION: Staff from the Planning Commission will be present at the Board meeting to answer any questions that Board members may have or questions that may come from the public during the public hearing. If there are any questions prior to the meeting, feel free to contact Planning Commission Staff at 987-4884.

Thank you for your consideration of this matter.

RESOLUTION 94-33

ADOPTING PRISONER REIMBURSEMENT PROGRAM

WHEREAS, the provisions of Michigan Public Act 118 of 1984; as amended by Michigan Public Act 212 of 1994, known as "Prisoner Reimbursement to the County Act" (M.C.L. 801.80) permit the County to seek reimbursement of costs incurred to incarcerate an individual in the County Jail; and

WHEREAS, a program of seeking reimbursement from St. Clair County Jail prisoners will convey the message to them that they are not only accountable for their actions but the taxpayers will not needlessly support them while they are in the St. Clair County Jail.

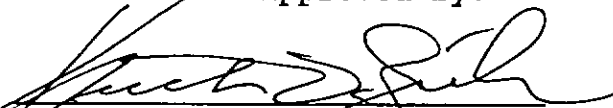
NOW, THEREFORE, BE IT RESOLVED:

1. That the St. Clair County Board of Commissioners does hereby authorize the Administrator/Controller to implement the PRISONER REIMBURSEMENT-JAIL BILLING PROGRAM.

2. The Administrator/Controller and his/her designee are further authorized to implement the Program with the policies outlined in Exhibit "A" attached hereto and incorporated herein.

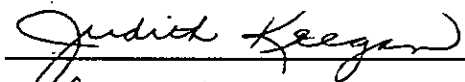
DATED: September 14, 1994

Reviewed and Approved by:

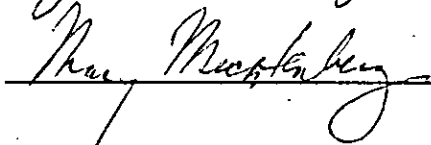

KEITH D. ZICK
COUNTY CORPORATION COUNSEL
110 Huron Boulevard
Marysville, Michigan 48040



Don Wampler



Judith Keegan



Mary Masterson

EXHIBIT "A"

**BASIC POLICIES OF THE PRISONER REIMBURSEMENT
- JAIL BILLING PROGRAM**

The provisions of Public Act 118 of 1984; as amended by Public Act 212 of 1994, Prisoner Reimbursement To The County; permit the County to seek reimbursement of costs incurred to incarcerate a person in the County Jail. The following basic policies for reimbursement shall be applied.

1. The person must have been sentenced to the St. Clair County Jail.

2. Billable days include the entire time the person was confined in the County Jail including pre-trial, pre-sentence, as well as the actual time served to comply with the sentence.

3. The County is permitted to collect the following expenses:

- (a) From each person who is or was a prisoner not more than \$60.00 per day for the expenses of maintaining that prisoner or the actual per diem cost of maintaining that prisoner, whichever is less, for the entire period of time the person was confined in the County Jail, including any period of pre-trial detention.
- (b) The cost to investigate the financial status of the person.
- (c) Any other expenses incurred by the County in order to collect payments under this act.

4. Upon release from the County Jail a person will be presented with a statement indicating the total days served and the amount owed.

5. Billings will be mailed out to the last known address at least two (2) times; thirty (30) days after release and sixty (60) days after release.

6. Prior to beginning court action, efforts will be made to establish payment and/or settlement agreements with each person.

7. The County may file a civil suit within twelve (12) months of a person's release in order to seek recovery of the expenses which have not been voluntarily paid. The suit shall be in the name of St. Clair County and shall state the date and place of sentence, the length of time set forth in the sentence, the length of time actually served, and the amount or amounts due to the County.

RESOLUTION SUBMITTING MILLAGE PROPOSITION
AND BONDING PROPOSITION

Original

County of St. Clair
State of Michigan

Minutes of a regular meeting of the Board of Commissioners of the County of St. Clair, State of Michigan, held in the County Building in said County on the 24th day of August, 1994, at __:__ o'clock __.m., Eastern Daylight Time.

PRESENT: Members _____

ABSENT: Members _____

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

WHEREAS, the Board of Commissioners (the "Board") of the County of St. Clair (the "County") determines that it is necessary for the health, safety and welfare of the County and its residents that the taxes being assessed against taxable property in the County be increased by an amount not to exceed ten cents (\$.10) per one thousand dollars (\$1,000) (1/10 mill) of the State Equalized Valuation on all taxable property in the County in order to provide funds for the operation and maintenance of the senior citizen program centers to be constructed, renovated and equipped by the County for the County; and

WHEREAS, the Board has determined that the County borrow money in an amount not to exceed Eleven Million Dollars (\$11,000,000) and to issue general obligation bonds of the County in such amount for the purpose of paying the cost of constructing, renovating and equipping the senior citizen program facilities at four locations in the County substantially as described in Exhibit A attached hereto and made a part hereof (the "Improvements"); and

WHEREAS, it is necessary to submit the proposed millage increase and the proposed borrowing and the issuance of the bonds to the qualified electors of the County for a vote.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The following propositions be submitted to a vote of the qualified electors of the County of St. Clair, Michigan, at a general election to be held on Tuesday, November 8, 1994:

Millage Proposal

Shall the tax rate limitation on the property located in the County of St. Clair, Michigan, be increased for a period of twenty (20) years, the years 1995 to 2014, inclusive, by an amount not to exceed ten cents (\$.10) per thousand dollars (\$1,000) (1/10 mill) of the State Equalized Valuation of all taxable property in the County in order to provide funds for the operation and maintenance of senior citizen program centers in and for the County?

Bonding Proposition

Shall the County of St. Clair, State of Michigan, borrow the principal amount of not to exceed Eleven Million Dollars (\$11,000,000) and issue its general obligation unlimited tax bonds therefor in one or more series payable over a period of approximately twenty years from issuance, for the purpose of paying the cost of constructing, renovating and equipping senior citizen program centers in the Port Huron, Capac, Marine City and Yale areas in the County, and the costs of acquiring, improving and developing the sites for such facilities?

The propositions shall be stated on ballots to be prepared and distributed by the County Clerk in the manner required by law in substantially the foregoing forms. All public officials of the County of St. Clair, State of Michigan, and all municipal units thereof, within such time as shall be required by law, shall and they hereby are directed to do and perform all things and acts which shall be necessary to be done or performed in order to submit the foregoing propositions to the electors of the County at the General Election to be held on Tuesday, November 8, 1994. The principal of and interest on the general obligation bonds described in the bonding proposition above shall be payable from ad valorem taxes levied on all taxable property in the County for the payment thereof without limitation as to rate or amount to the extent required for payment.

2. The County Clerk shall cause to be served a certified copy of this resolution on each city, village and township clerk no later than October 7, 1994.

3. The County Clerk shall cause notice of last day for registration to be published as a display advertisement at least twice in one or more newspapers of general circulation in the

County, prior to the last day for receiving registrations, the first publication to be not less than ten (10) full days prior to said last day for receiving registrations. The respective city, village and township clerks may authorize the County Clerk to cause publication of notice of last day of registration or they may themselves cause such publication to occur.

The notice of registration shall contain the following information:

Millage Proposal

Shall the tax rate limitation on the property located in the County of St. Clair, Michigan, be increased for a period of twenty (20) years, the years 1995 to 2014, inclusive, by an amount not to exceed ten cents (\$.10) per thousand dollars (\$1,000) (1/10 mill) of the State Equalized Valuation of all taxable property in the County in order to provide funds for the operation and maintenance of senior citizen program centers in and for the County?

Bonding Proposition

Shall the County of St. Clair, State of Michigan, borrow the principal amount of not to exceed Eleven Million Dollars (\$11,000,000) and issue its general obligation unlimited tax bonds therefor in one or more series payable over a period of approximately twenty years from issuance, for the purpose of paying the cost of constructing, renovating and equipping senior citizen program centers in the Port Huron, Capac, Marine City and Yale areas in the County, and the costs of acquiring, improving and developing the sites for such facilities?

4. The County Clerk shall cause to be served on the Sheriff of St. Clair County a certified copy of this resolution no later than October 7, 1994, and the Sheriff shall cause to be posted in two (2) of the most public and conspicuous places in each election precinct or district in the County notices of election containing the full text of this resolution no later than October 20, 1994.

The County Clerk also shall cause to be published in at least one (1) newspaper published and having a general circulation in St. Clair County for three (3) successive weeks immediately prior to the General Election on November 8, 1994 notices of election containing the full text of this resolution.

5. The notice of election shall contain the following information:

NOTICE OF ELECTION

TO THE QUALIFIED ELECTORS OF THE COUNTY OF ST. CLAIR:

PLEASE TAKE NOTICE that at the general election to be held in each election precinct or district in each city, village and township in the County of St. Clair, State of Michigan, on the 8th day of November, 1994, from 7:00 o'clock a.m. to 8:00 o'clock p.m., there will be submitted to vote of the qualified electors of said County the following propositions:

Millage Proposal

Shall the tax rate limitation on the property located in the County of St. Clair, Michigan, be increased for a period of twenty (20) years, the years 1995 to 2014, inclusive, by an amount not to exceed ten cents (\$.10) per thousand dollars (\$1,000) (1/10 mill) of the State Equalized Valuation of all taxable property in the County in order to provide funds for the operation and maintenance of senior citizen program centers in and for the County?

Bonding Proposition

Shall the County of St. Clair, State of Michigan, borrow the principal amount of not to exceed Eleven Million Dollars (\$11,000,000) and issue its general obligation unlimited tax bonds therefor in one or more series payable over a period of approximately twenty years from issuance, for the purpose of paying the cost of constructing, renovating and equipping senior citizen program centers in the Port Huron, Capac, Marine City and Yale areas in the County, and the costs of acquiring, improving and developing the sites for such facilities?

THE PRINCIPAL OF AND INTEREST ON SAID GENERAL OBLIGATION BONDS SHALL BE PAYABLE FROM AD VALOREM TAXES LEVIED UPON ALL TAXABLE PROPERTY IN THE COUNTY FOR THE PAYMENT THEREOF WITHOUT LIMITATION AS TO RATE OR AMOUNT TO THE EXTENT REQUIRED FOR PAYMENT.

All qualified and registered electors of the County of St. Clair may vote on the above bonding proposition.

These propositions are being submitted in accordance with the resolution adopted by the Board of Commissioners of St. Clair County on _____, 1994, which resolution reads as follows:

[Insert Resolution]

NOTICE IS HEREBY GIVEN that the following statement has been received from the County Treasurer of the County of St. Clair as to previously voted increases in the constitutional tax rate limitation affecting taxable property in the County, to wit:

"I, _____, County Treasurer of St. Clair County, Michigan, do hereby certify that, as of _____, 1994, the total of all voted increases in excess of the constitutional fifteen mill tax rate limitation and the years such increases are effective are as following affecting the taxable property in St. Clair County.

<u>Local</u> <u>Unit</u>	<u>Date of</u> <u>Election</u>	<u>Voted</u> <u>Increase</u>	<u>Years</u> <u>Increase Effective</u>
-----------------------------	-----------------------------------	---------------------------------	---

Dated: _____

Signed: _____
Treasurer/St. Clair County

This Notice is given by authority of statutes of the State of Michigan and pursuant to a resolution of the Board of Commissioners of the County of St. Clair, State of Michigan.

Clerk, County of St. Clair

6. The firm of Miller, Canfield, Paddock and Stone, P.L.C. of Detroit, Michigan, is hereby designated and retained by the County as bond counsel with respect to the general obligation bonds and is authorized and directed to prepare and submit to all appropriate parties all election proceedings and other documents as shall be necessary or appropriate in connection with the election and issuance of such bonds. The firm of Bendzinski & Co., Municipal Finance Advisors, Detroit, Michigan is hereby designated and retained by the County as financial advisor to the County with respect to the general obligation bonds and is authorized and directed to prepare and submit to all appropriate parties such information and documents as shall be necessary or appropriate in connection with the election and issuance of such bonds. The legal fees and expenses of Miller, Canfield, Paddock and Stone, P.L.C. for work done in connection with the election and the general obligation bonds of the County and the fees and expenses of Bendzinski & Co. and all other providers of professional services in connection with the proposed issuance of bonds and the Improvements shall be paid from the proceeds of sale of such bonds or from such other sources as may be available to the County.

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

AYES: Members _____

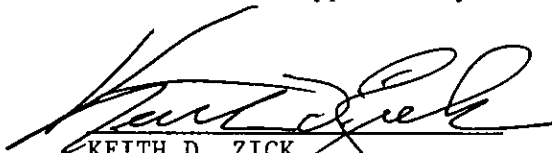
NAYS: Members _____

RESOLUTION DECLARED ADOPTED.


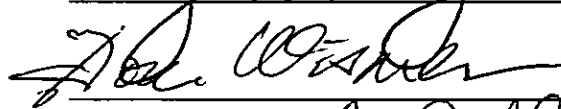
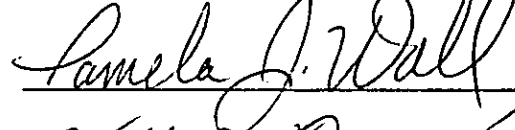
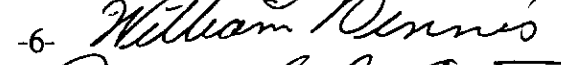


County Clerk

DATED: August 24, 1994

Reviewed and Approved by:


KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, MI 48040



I hereby certify that the attached 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 the 24th day of August, 1994, and that said meeting was conducted and public notice of said meeting was given pursuant to Act No. 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

DEFS2\317582.3\078015-00076

EXHIBIT A

ROY G. FRENCH ASSOCIATES, INC.

ST. CLAIR COUNTY COUNCIL ON AGING 1994 BUILDING PROGRAM

Council on Aging Building - Project #1

Cherry Beach Senior Center - Project #2

Yale Senior Center - Project #3

Capac Senior Center - Project #4



ARCHITECTS & PLANNERS

July 22, 1994

COUNCIL ON AGING BUILDING
PROJECT #1

Council on Aging Building - Project #1

Building Description

The Council on Aging building is to be constructed on a 8.9 acre site located in Fort Gratiot Township on the north side of Keewahdin Road between 24th Avenue (M-25) and Lakeshore Road.

The building will be one story and contain approximately 40,000 square feet.

A vehicle garage building of 3,000 square feet will also be constructed on the site to house the number of vans, trucks, etc., to serve the various program requirements.

The site will be developed to provide sidewalks, paved drives, adequate parking, and service areas. Lawn, landscaping, and outside recreational areas will be provided.

The building will contain space for: lecture/meeting room; program rooms for: quilting, arts and crafts, woodworking, game room, health room, and other miscellaneous programs; a multi-purpose room with stage; preparation and service kitchen; gift shop; lounge/lobby; travel office; administration staff; greenhouse; computer room; weight and exercise room; therapeutic pool; locker rooms; ample storage areas; and utility service rooms.

The building construction will consist of concrete foundations, brick/block masonry exterior walls, steel roof framing with insulated metal roof deck, and metal roof covering.

Floor will be concrete with various finishes of carpet, hard tile, and resilient inlay or tile.

Interior walls will be combinations of block masonry painted and steel wall framing with gypsum board finishes of fabrics and painted surfaces. Glazed wall tile will be utilized in kitchen and rest room areas for wainscots and wall finishes.

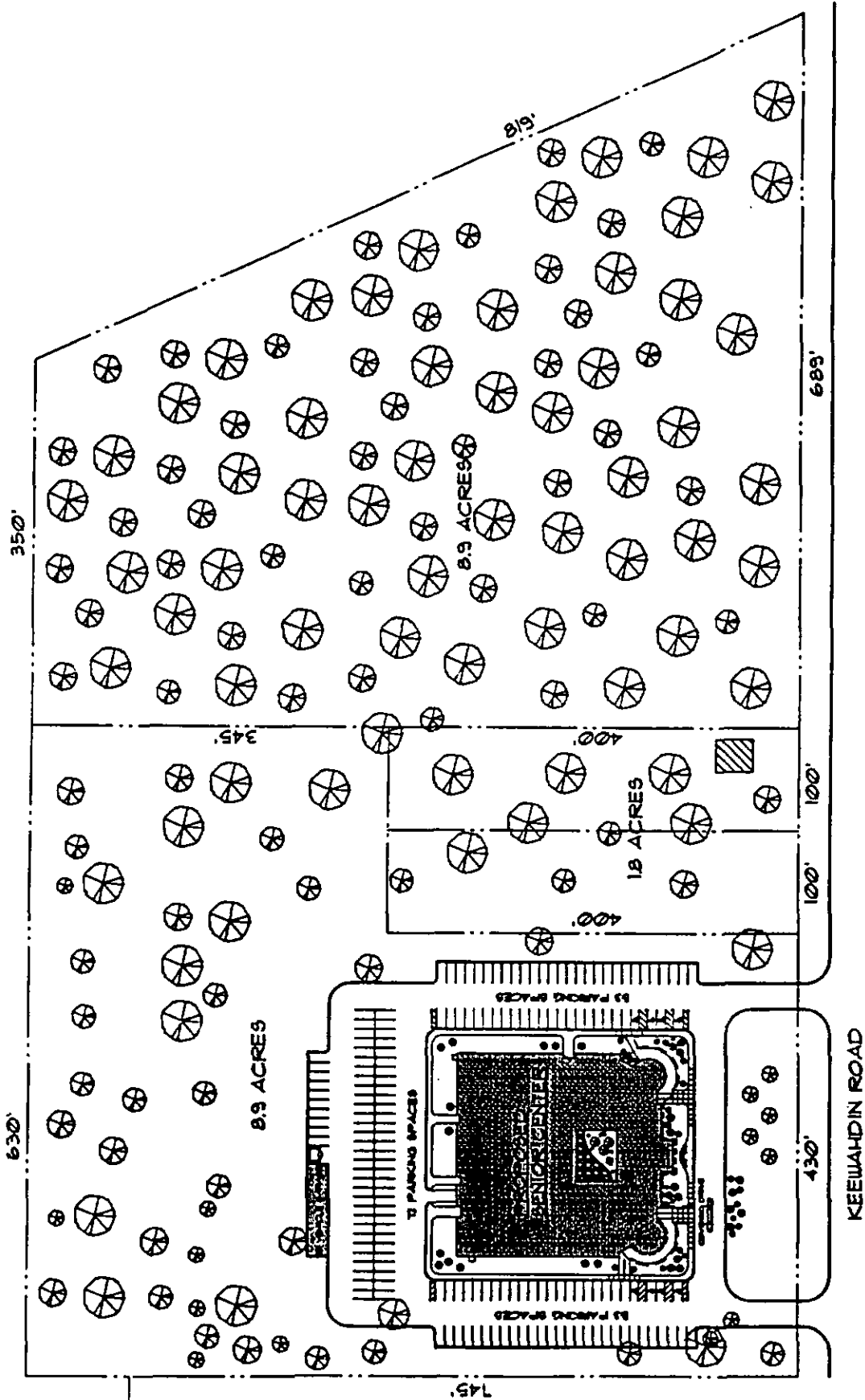
Ceilings will be suspended metal grid type with acoustical panels.

Various interior design features will be developed to provide a warm and pleasant atmosphere for the occupants to enjoy.

Adequate site lighting will be provided for parking, drives, walk areas, and for security purposes.

Interior lighting will be combinations of recessed incandescent and fluorescent fixtures.

The building will be heated and air conditioned utilizing gas fired furnaces and ductwork distribution.



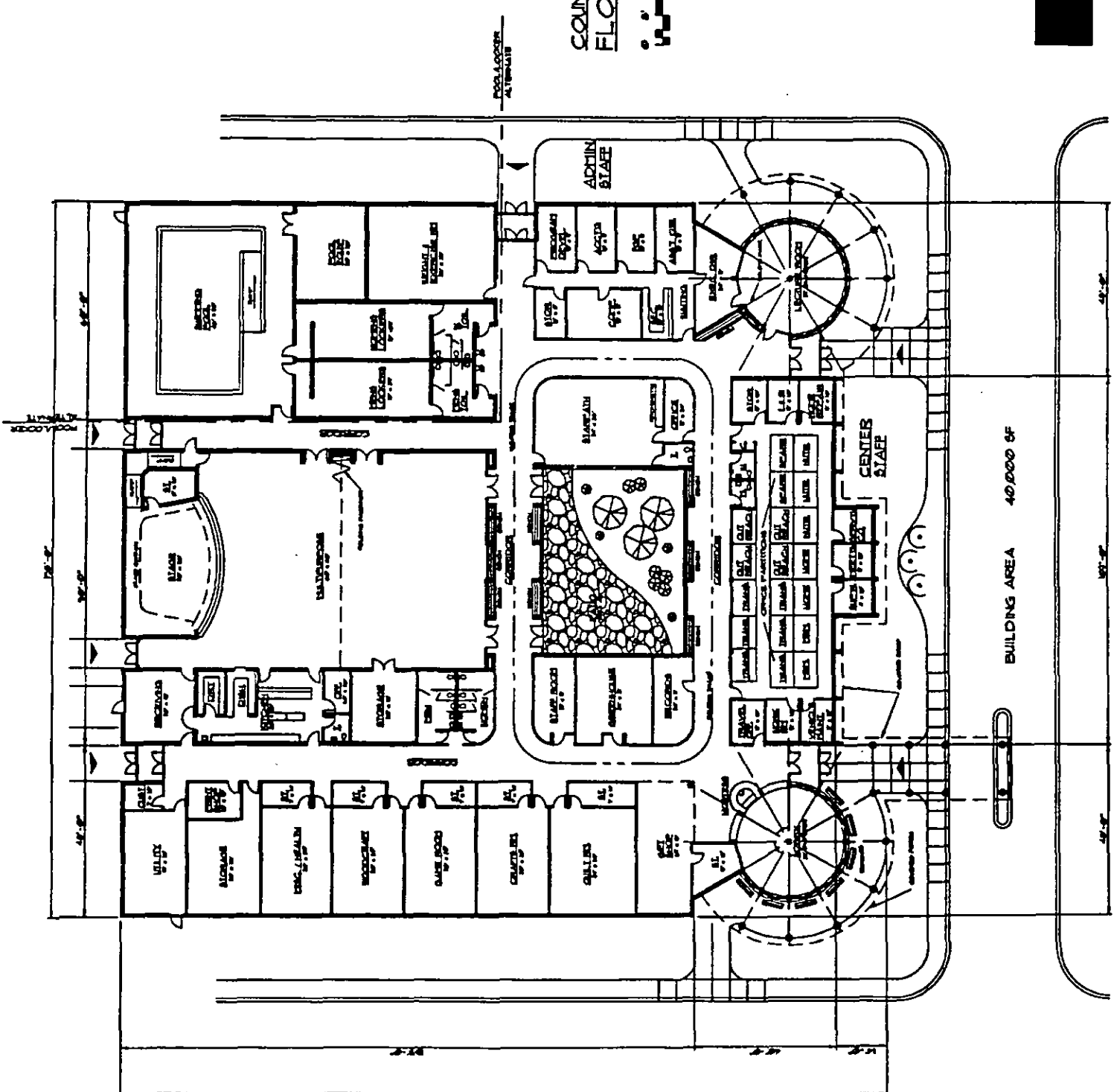
**COUNCIL ON AGING BUILDING
SITE PLAN**

TOTAL OF 118 PARKING SPACES SHOWN

KEELEWARDIN ROAD

ROY G. FRENCH ASSOCIATES, INC.
ARCHITECTS + PLANNERS
PORT HURON, MICHIGAN 48050
ROCHESTER, MICHIGAN 48307

PROJECT #1



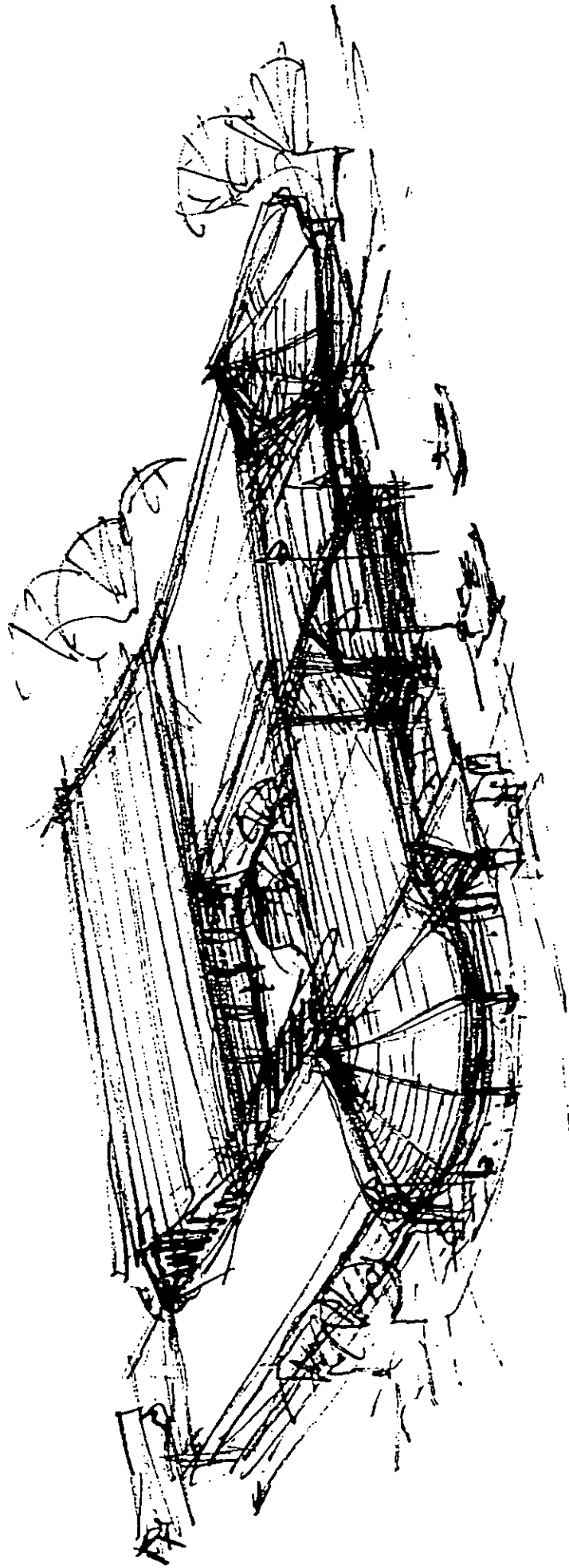
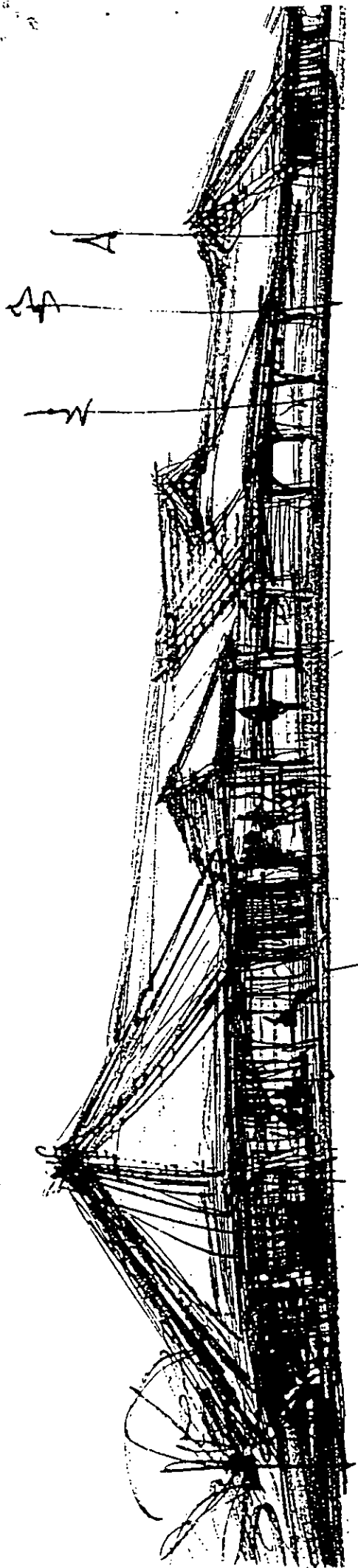
COUNCIL ON AGING BUILDING
FLOOR PLAN



ROY G. FRENCH ASSOCIATES, INC.
ARCHITECTS + PLANNERS
PORT HURON, MICHIGAN 48130



BUILDING AREA 40,000 SF



ROY G. FRENCH ASSOCIATES, INC.
ARCHITECTS + PLANNERS
PORT HURON, MICHIGAN 48060
ROCHESTER, MICHIGAN 48307



PERSPECTIVE VIEW COUNCIL ON AGING BUILDING

CHERRY BEACH SENIOR CENTER
PROJECT #2

Cherry Beach Senior Center - Project #2

Building Description

The Senior Center building is to consist of an addition to the existing building located at Cherry Beach in Cotterville Township.

The new addition will be one story and constructed on the east and south sides of the existing building and will contain 12,000 square feet. The existing building of 5,000 square feet will be extensively retrofitted to update the facility and to provide new uses for program requirements.

The site will be expanded to allow for the new addition and provide additional parking and drive requirements.

The site will be developed to provide sidewalks, paved drives, adequate parking, and service areas. Lawn, landscaping, and outside recreational areas will be provided to serve the senior citizens.

The new addition will provide a new multi-purpose/cafeateria with stage, a new preparation and service kitchen, administrative office area, gift shop, arts and craft room, men's and women's toilet rooms, storage rooms, and mechanical equipment room.

The existing building will be renovated to provide program offices and activity rooms.

The addition construction will consist of concrete foundations, brick/block masonry exterior walls, steel roof framing with insulated metal roof deck, and metal roof covering.

Floor will be concrete with various finishes of carpet, hard tile, and resilient tile.

Interior walls will be block masonry painted and steel wall framing with gypsum board finishes of fabrics and painted surfaces.

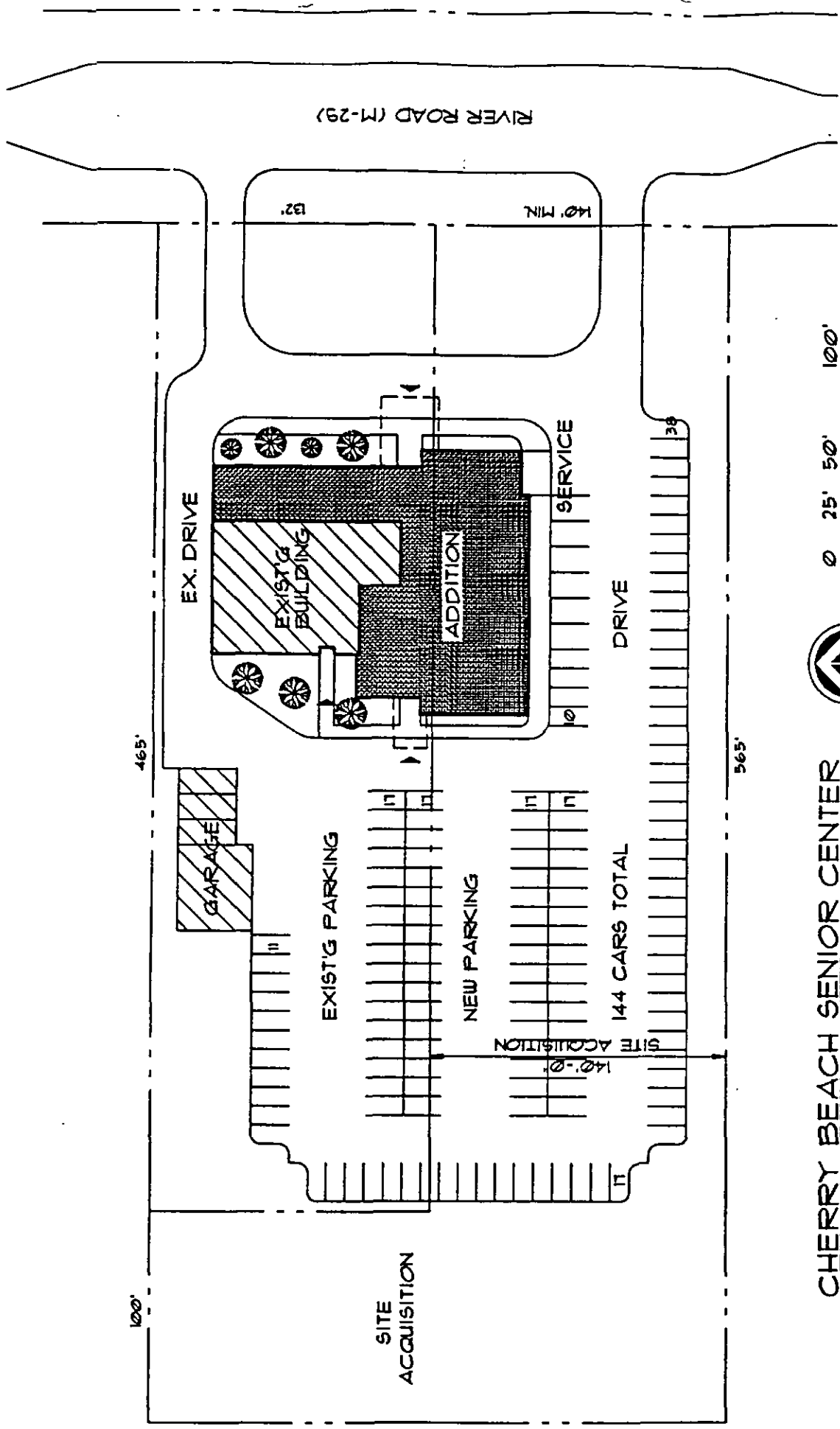
Ceilings will be suspended metal grid type with acoustical panels.

Various interior design features will be developed to provide a warm and pleasant atmosphere for the occupants to enjoy.

Adequate site lighting will be provided for parking, drives, walk areas, and for security purposes.

Interior lighting will be combinations of recessed incandescent and fluorescent fixtures.

The building will be heated and air conditioned utilizing gas fired furnaces and ductwork distribution.



CHERRY BEACH SENIOR CENTER
SITE PLAN

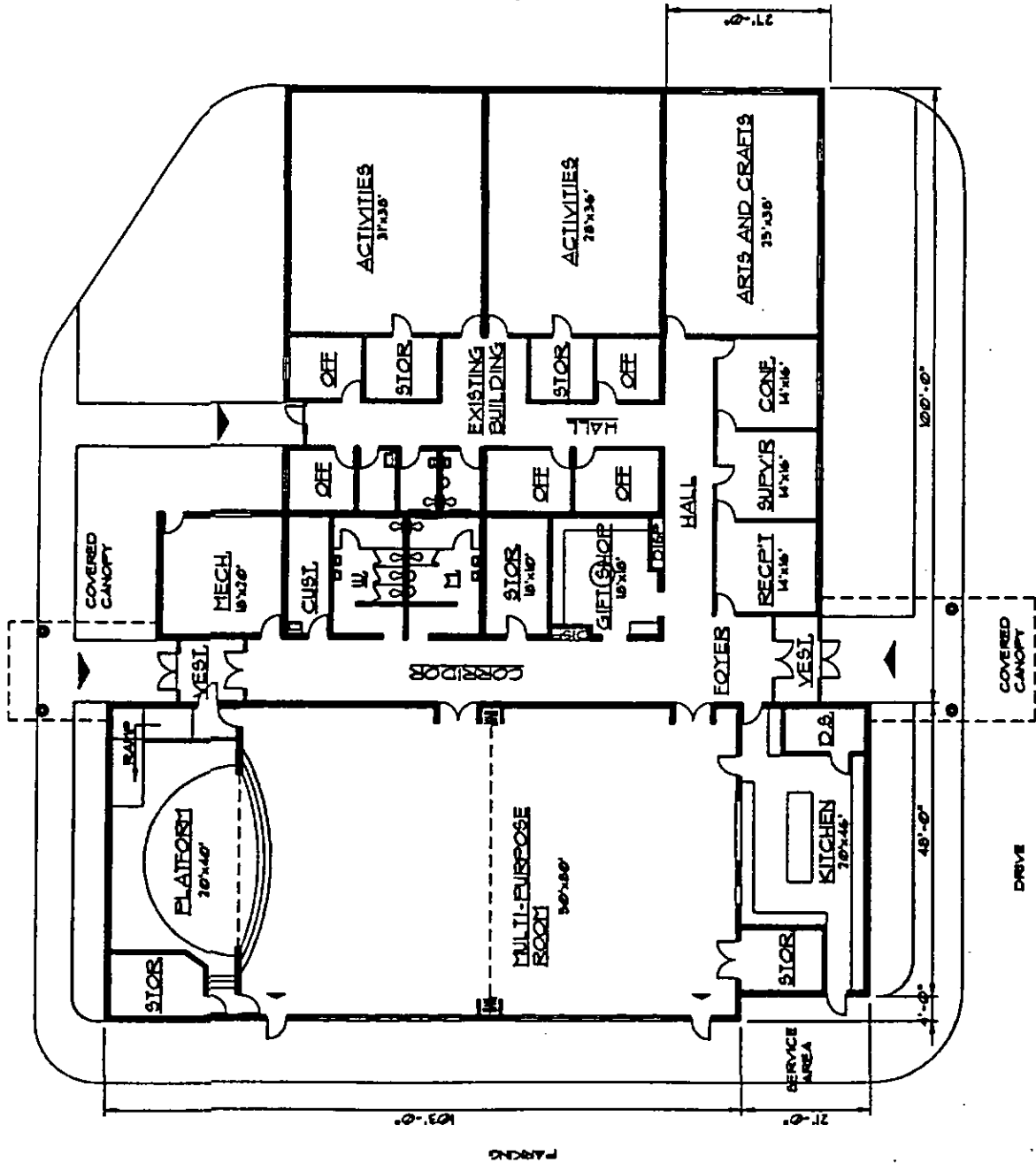
ROY G. FRENCH ASSOCIATES, INC.
 ARCHITECTS + PLANNERS
 PORT HURON, MICHIGAN 48060
 ROCHESTER, MICHIGAN 48307

PROJECT #2

AREA RENOVATED 5,000 SQ. FT.
 NEW ADDN 12,000 SQ. FT.
 TOTAL 17,000 SQ. FT.



CHERRY BEACH SENIOR CENTER
 FLOOR PLAN



ROY G. FRENCH ASSOCIATES, INC.
 ARCHITECTS + PLANNERS
 PORT HURON, MICHIGAN 48060
 ROCHESTER, MICHIGAN 48307

YALE SENIOR CENTER
PROJECT #3

Yale Senior Center - Project #3

Building Description

The Senior Center building is to consist of an addition to the existing building located in Yale.

The new addition will be one story and constructed on the west side of the existing building and will contain 1,800 square feet. A new entrance, porch, and ramp will be included for improved building access. The existing building of 3,400 square feet will be extensively retrofitted to update the facility and to provide new uses for program requirements.

The site will be developed to allow for the new addition and provide additional parking space.

The new addition will provide administrative offices, a games and reading room, and arts and crafts room.

The existing building will be renovated to expand the dining and multi-purpose area, modify the existing kitchen layout, provide barrier-free rest rooms, and additional storage and utility space.

The addition construction will consist of concrete/block foundations brick/wood exterior walls, wood truss roof framing, wood roof deck and shingled roofing.

Floor will be concrete with various finishes of carpet, hard tile, and resilient tile.

Interior walls will be block masonry painted and steel wall framing with gypsum board finishes of fabrics and painted surfaces.

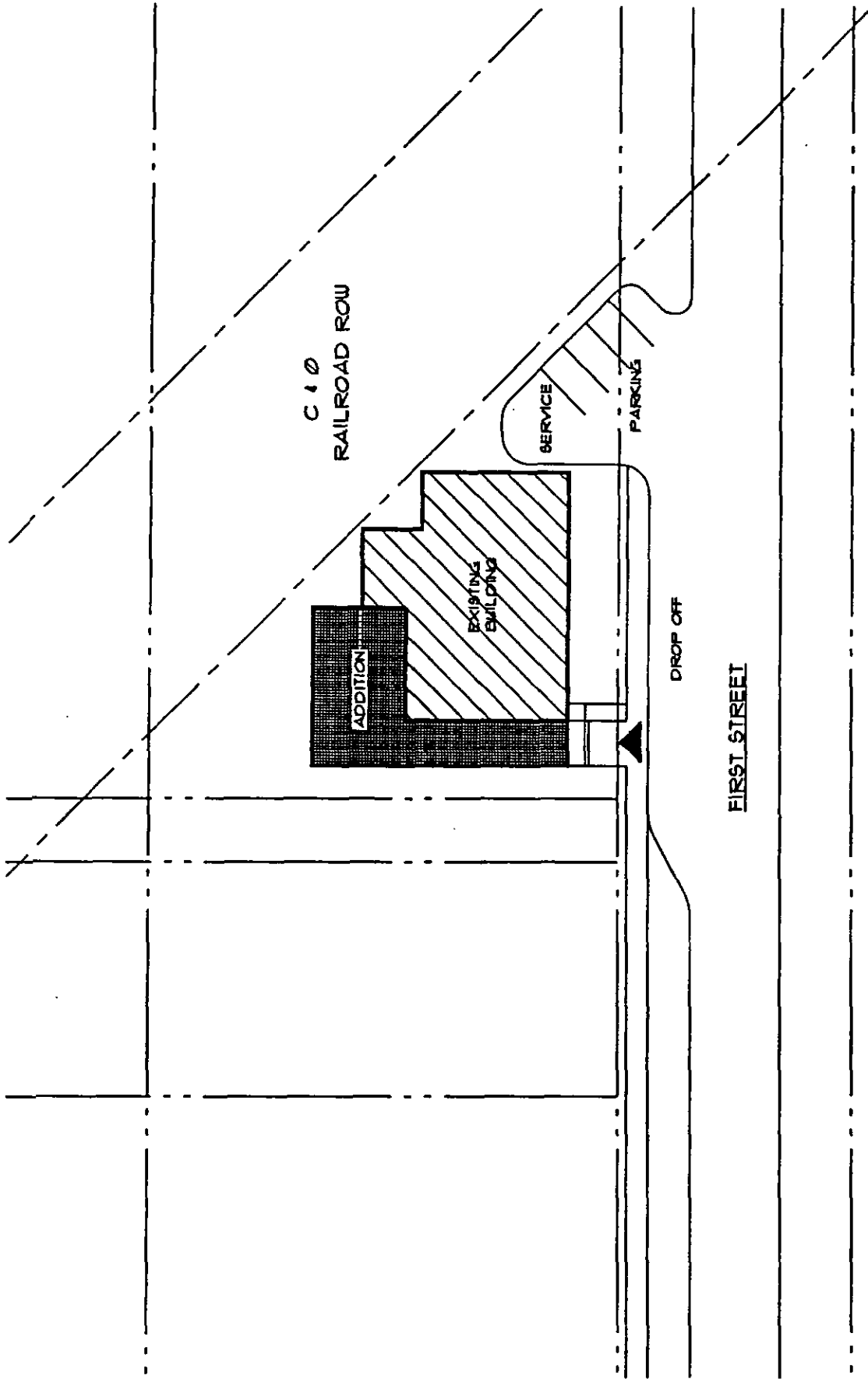
Ceilings will be suspended metal grid type with acoustical panels.

Various interior design features will be developed to provide a warm and pleasant atmosphere for the occupants to enjoy.

Adequate site lighting will be provided for parking, drives, walk areas, and for security purposes.

Interior lighting will be combinations of recessed incandescent and fluorescent fixtures.

The building will be heated and air conditioned utilizing gas fired furnaces and ductwork distribution.



YALE SENIOR CENTER
SITE PLAN

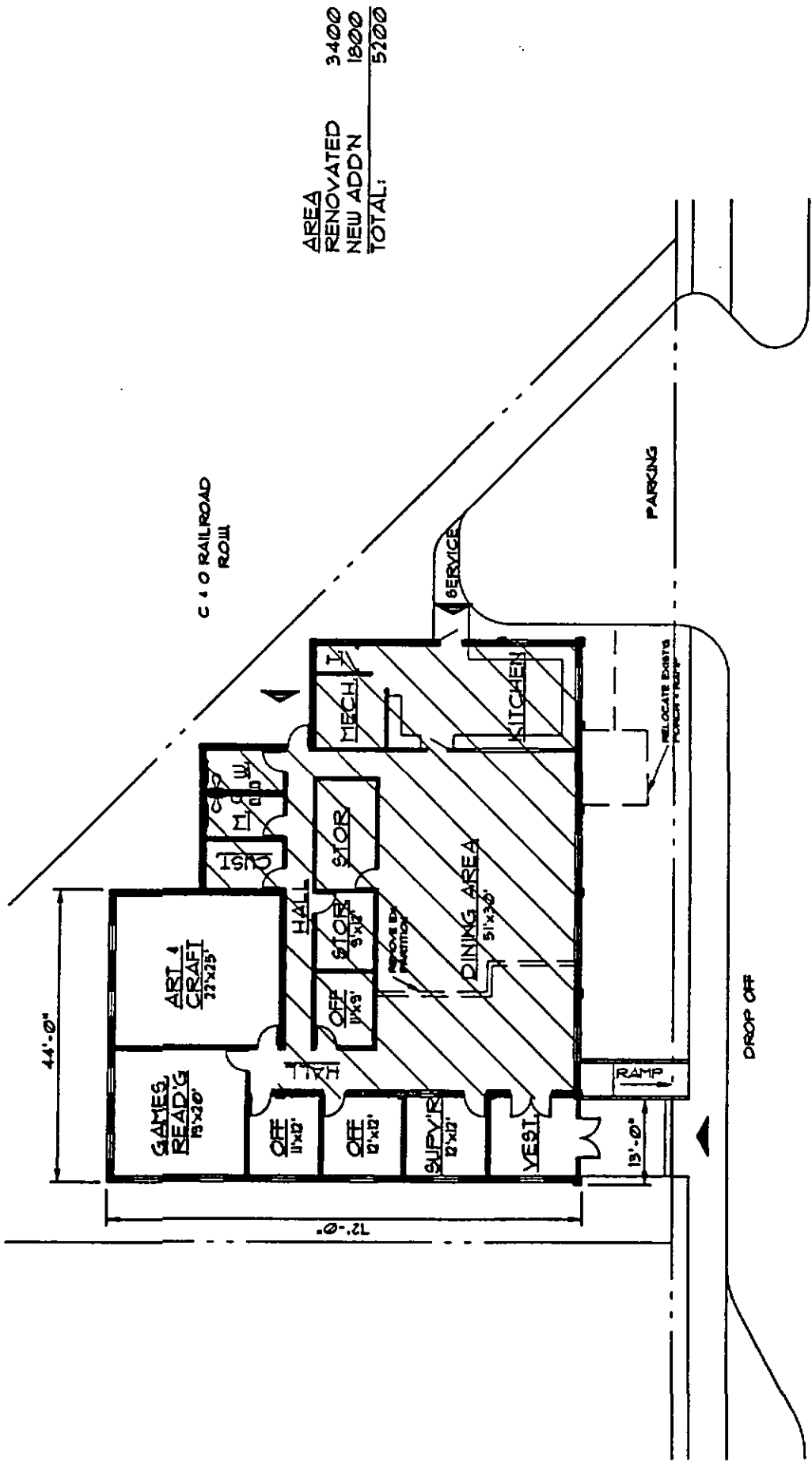


PROJECT #3

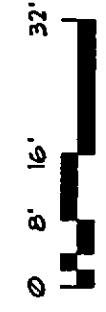
9-032399 7-21-04 10:22:03 am 037



ROY G. FRENCH ASSOCIATES, INC.
ARCHITECTS + PLANNERS
 PORT HURON, MICHIGAN 48060
 ROCHESTER, MICHIGAN 48307



AREA RENOVATED	3400
NEW ADD'N	1800
TOTAL:	5200



YALE SENIOR CENTER
FLOOR PLAN

ROY G. FRENCH ASSOCIATES, INC.
ARCHITECTS + PLANNERS
PORT HURON, MICHIGAN 48060
ROCHESTER, MICHIGAN 48307

**CAPAC SENIOR CENTER
PROJECT #4**

Capac Senior Center - Project #4

Building Description

The Senior Center building is to be constructed on a 2.3 acre site located in Capac on the north side of an extension of Aldrich Avenue.

The building will be one story and contain approximately 5,500 square feet.

The site will be developed to provide sidewalks, paved drives, adequate parking, and service areas. Lawn, landscaping, and outside recreational areas will be provided.

The building will contain space for: vestibule, lobby, reception, quilting room, arts and crafts room, a multi-purpose room, preparation and service kitchen, gift shop, administration staff offices, reading room, rest rooms, ample storage areas, and utility service rooms.

The building construction will consist of concrete foundations, brick/wood exterior walls, wood truss roof framing with wood roof deck, and shingle roof covering.

Floor will be concrete with various finishes of carpet, hard tile, and resilient inlay or tile.

Interior walls will be combinations of wood wall framing with gypsum board finishes of fabrics and painted surfaces. Glazed wall tile will be utilized in kitchen and rest room areas for wainscots and wall finishes.

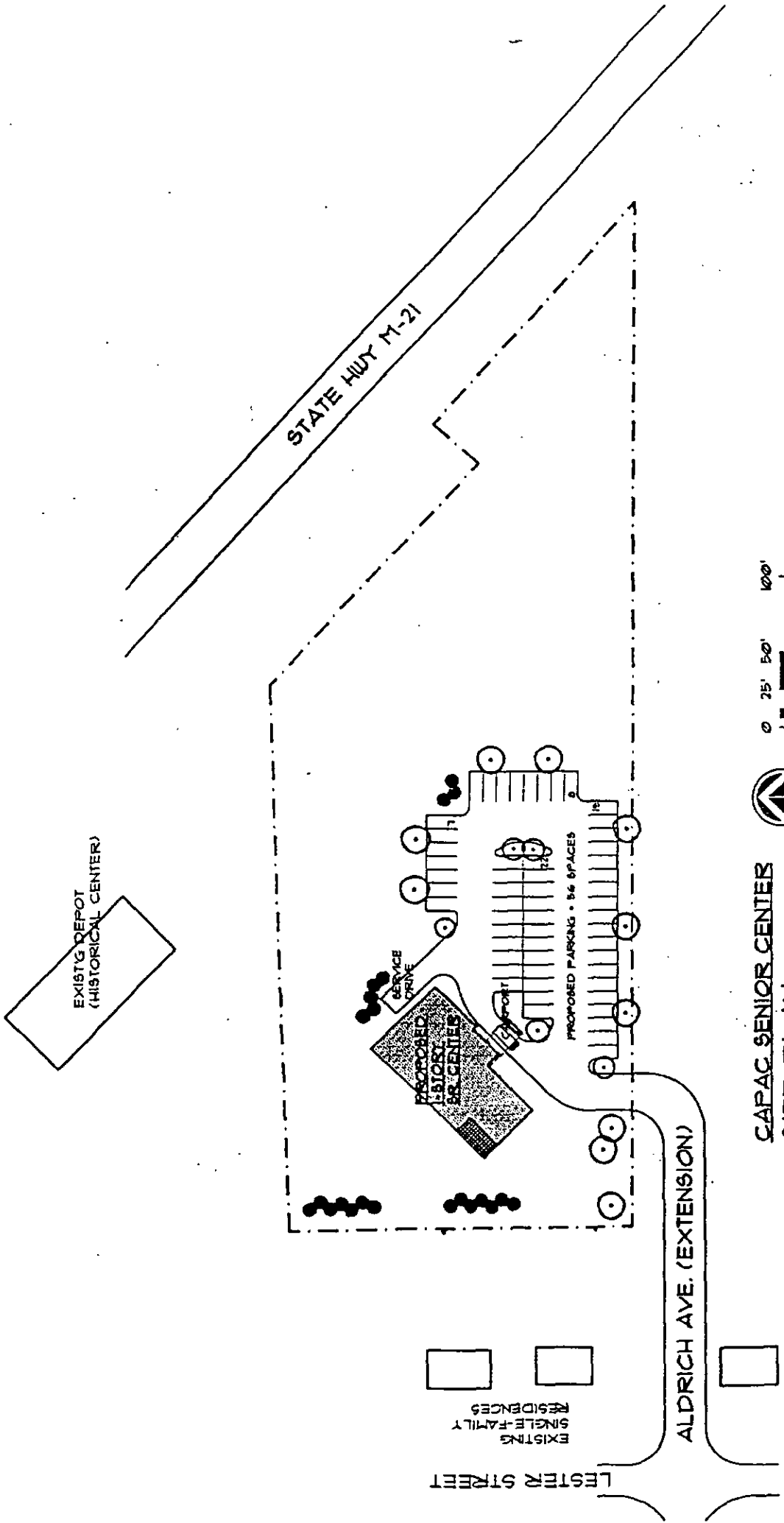
Ceilings will be suspended metal grid type with acoustical panels.

Various interior design features will be developed to provide a warm and pleasant atmosphere for the occupants to enjoy.

Adequate site lighting will be provided for parking, drives, walk areas, and for security purposes.

Interior lighting will be combinations of recessed incandescent and fluorescent fixtures.

The building will be heated and air conditioned utilizing gas fired furnaces and ductwork distribution.

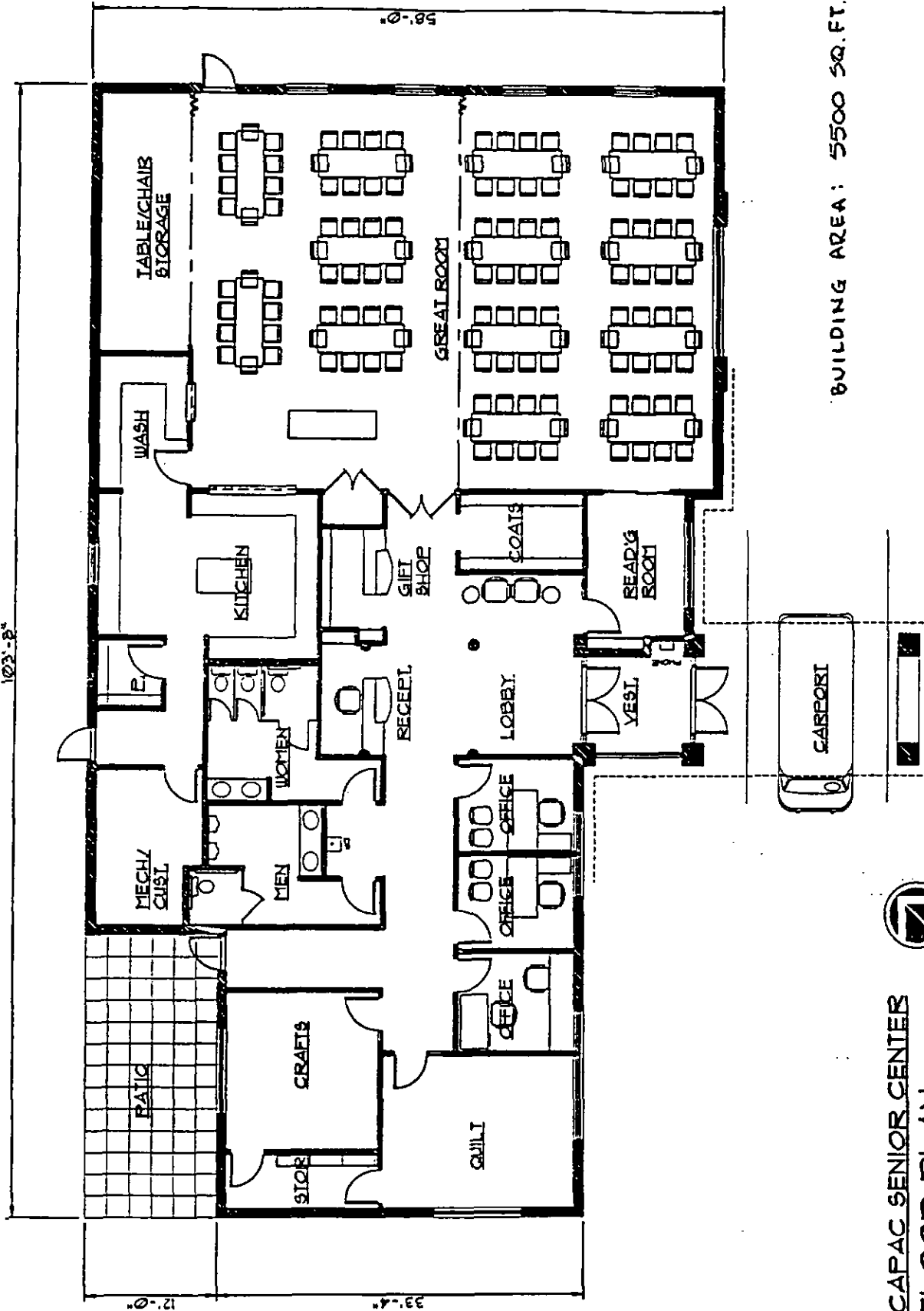


ROY G. FRENCH ASSOCIATES, INC.
 ARCHITECTS + PLANNERS
 PORT HURON, MICHIGAN 48060
 ROCHESTER, MICHIGAN 48307



CAPAC SENIOR CENTER
 SITE PLAN

PROJECT #4



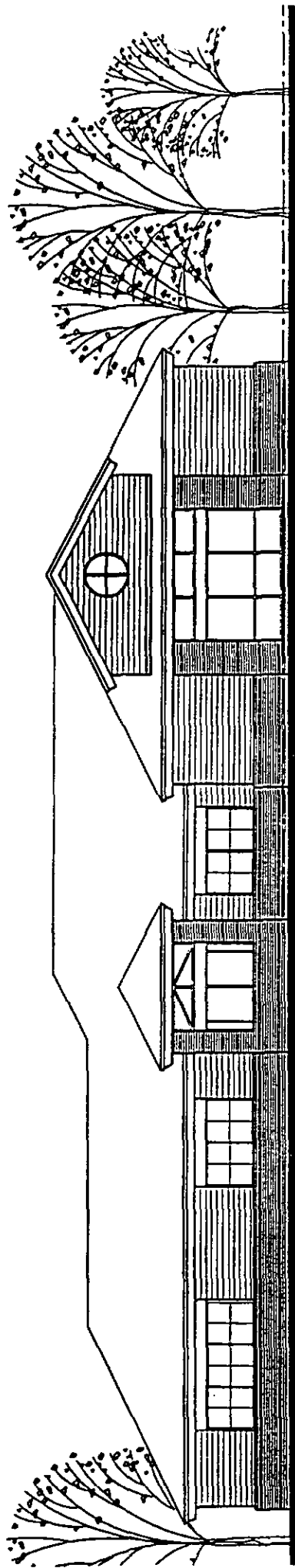
BUILDING AREA: 5500 SQ. FT.



**CAPAC SENIOR CENTER
FLOOR PLAN**



ROY G. FRENCH ASSOCIATES, INC.
ARCHITECTS + PLANNERS
 PORT HURON, MICHIGAN 48060
 ROCHESTER, MICHIGAN 48307



CAPAC SENIOR CENTER
FRONT ELEVATION



ROY G. FRENCH ASSOCIATES, INC.
ARCHITECTS + PLANNERS
PORT HURON, MICHIGAN 48060
ROCHESTER, MICHIGAN 48307



COST SUMMARY

Cherry Beach Senior Center - Project #2
Preliminary Cost Estimate

July 22, 1994

I. Site:	
A. Acquisition	\$200,000.00
B. Development	\$225,000.00
C. Landscaping	\$50,000.00
II. Building Addition:	
A. Building Area - 12,000 s.f. Building Cost @ \$95.00 psf	\$1,140,000.00
III. Existing Building Retrofit:	
A. Existing Building Area - 5,000 s.f. Retrofit Cost @ \$60.00 psf	\$300,000.00
IV. Special Equipment & Casework:	
A. Including Kitchen, Stage, Multi-purpose, Arts & Crafts, and Activity Areas	\$200,000.00
V. Loose Furnishings:	
A. Including Desks, Chairs, Files, Folding Tables, and Chairs	\$90,000.00
VI. Contingencies	\$135,000.00
VII. Professional Services	<u>\$145,000.00</u>
TOTAL:	\$2,485,000.00

Yale Senior Center - Project #3
Preliminary Cost Estimate
July 22, 1994

I. Site:	
A. Development	\$40,000.00
B. Landscaping	\$5,000.00
II. Building Addition:	
A. Building Area - 1,800 s.f. Building Cost @ \$80.00 psf	\$144,000.00
III. Existing Building Retrofit:	
A. Existing Building Area - 3,400 s.f. Retrofit Cost @ \$40.00 psf	\$136,000.00
IV. Special Equipment	\$30,000.00
V. Loose Furnishings	\$20,000.00
VI. Contingencies	\$30,000.00
VII. Professional Services	<u>\$30,000.00</u>
TOTAL:	\$435,000.00

Cost Summary

July 22, 1994

I. Council on Aging Building - Project #1	\$6,200,000.00
II. Cherry Beach Senior Center - Project #2	\$2,485,000.00
III. Yale Senior Center - Project #3	\$435,000.00
IV. Capac Senior Center - Project #4	<u>\$830,000.00</u>
TOTAL:	\$9,950,000.00



St. Clair County Council on Aging, Inc.

P.O. BOX 611927 — PORT HURON, MICHIGAN 48061-1927 — PHONE (313) 987-8811

August 16, 1994

DISTRICT OFFICES:

PORT HURON CENTER

821 Seventh Street
Port Huron, MI 48060-5498
Phone: 984-5061

DOWN RIVER

7232 S. River Road
Marine City, MI 48039
Phone: 765-3523

WEST AREA

3 First Street
Yale, MI 48097
Phone: 387-3720

WEST CENTRAL AREA

112 S. Main Street
Capac, MI 48014
Phone: 395-7889

Don Dodge
County Administrator/Controller
St. Clair County Building
201 McMorran Blvd.
Port Huron, MI 48060

Dear Mr. Dodge;

Please find enclosed the proposal from the St. Clair County Council on Aging, Inc. intended for placement on the Agenda at the August 24, 1994 Board of Commissioners Meeting.

With your permission the Executive Director Laura Newsome will make a brief presentation and information concerning the physical plants will be offered by Roy French Associates.

If there are any questions, please contact me. As always, we are grateful for your support.

Sincerely,

Wm. E. Smiley
President
Board of Directors

Enclosure

c.c. Mary Mechtenberg



ROY G. FRENCH ASSOCIATES, INC.

ST. CLAIR COUNTY COUNCIL ON AGING 1994 BUILDING PROGRAM

Council on Aging Building - Project #1

Cherry Beach Senior Center - Project #2

Yale Senior Center - Project #3

Capac Senior Center - Project #4



ARCHITECTS & PLANNERS

July 22, 1994

**COUNCIL ON AGING BUILDING
PROJECT #1**

Council on Aging Building - Project #1

Building Description

The Council on Aging building is to be constructed on a 8.9 acre site located in Fort Gratiot Township on the north side of Keewahdin Road between 24th Avenue (M-25) and Lakeshore Road.

The building will be one story and contain approximately 40,000 square feet.

A vehicle garage building of 3,000 square feet will also be constructed on the site to house the number of vans, trucks, etc., to serve the various program requirements.

The site will be developed to provide sidewalks, paved drives, adequate parking, and service areas. Lawn, landscaping, and outside recreational areas will be provided.

The building will contain space for: lecture/meeting room; program rooms for: quilting, arts and crafts, woodworking, game room, health room, and other miscellaneous programs; a multi-purpose room with stage; preparation and service kitchen; gift shop; lounge/lobby; travel office; administration staff; greenhouse; computer room; weight and exercise room; therapeutic pool; locker rooms; ample storage areas; and utility service rooms.

The building construction will consist of concrete foundations, brick/block masonry exterior walls, steel roof framing with insulated metal roof deck, and metal roof covering.

Floor will be concrete with various finishes of carpet, hard tile, and resilient inlay or tile.

Interior walls will be combinations of block masonry painted and steel wall framing with gypsum board finishes of fabrics and painted surfaces. Glazed wall tile will be utilized in kitchen and rest room areas for wainscots and wall finishes.

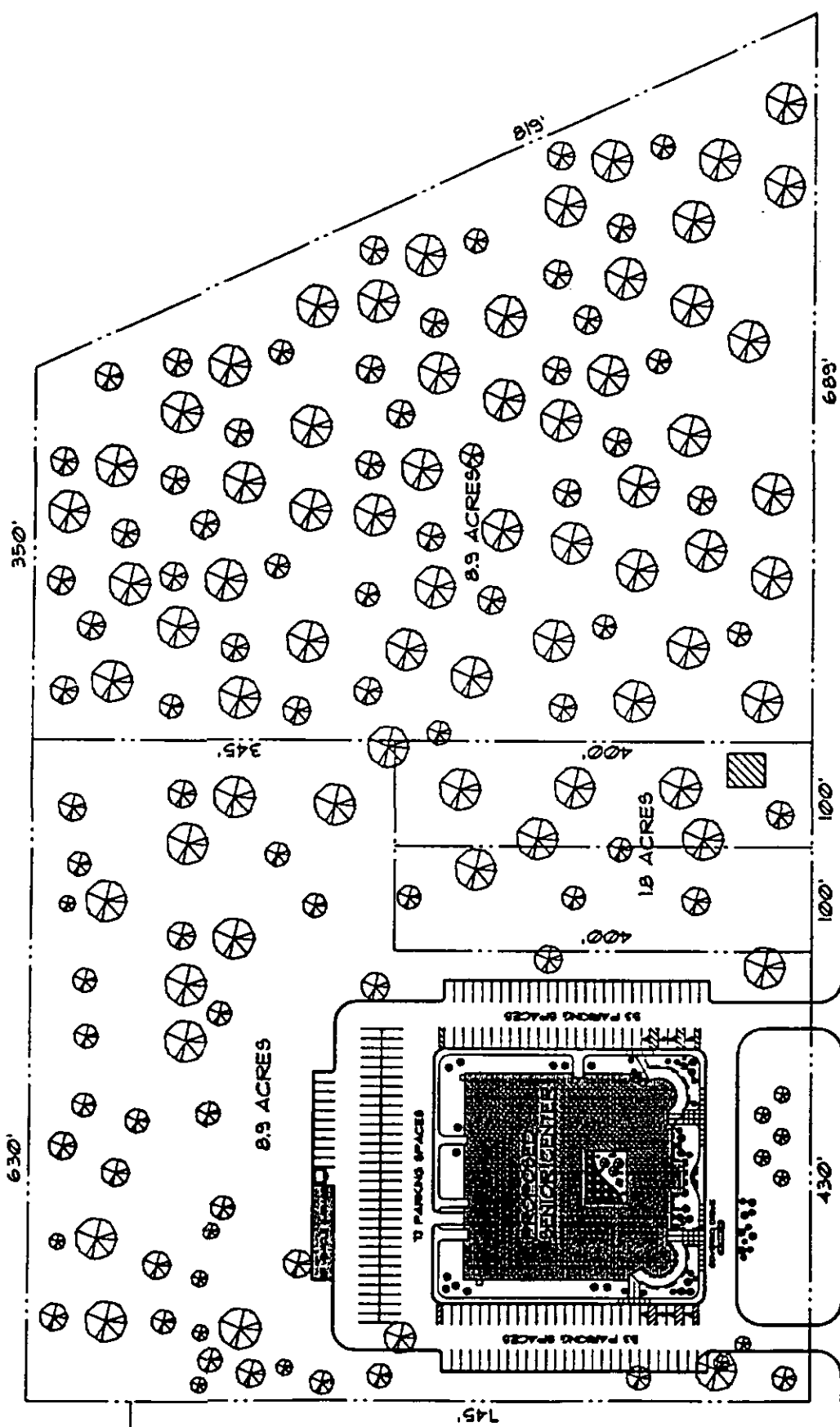
Ceilings will be suspended metal grid type with acoustical panels.

Various interior design features will be developed to provide a warm and pleasant atmosphere for the occupants to enjoy.

Adequate site lighting will be provided for parking, drives, walk areas, and for security purposes.

Interior lighting will be combinations of recessed incandescent and fluorescent fixtures.

The building will be heated and air conditioned utilizing gas fired furnaces and ductwork distribution.



KEEWAUHDIN ROAD

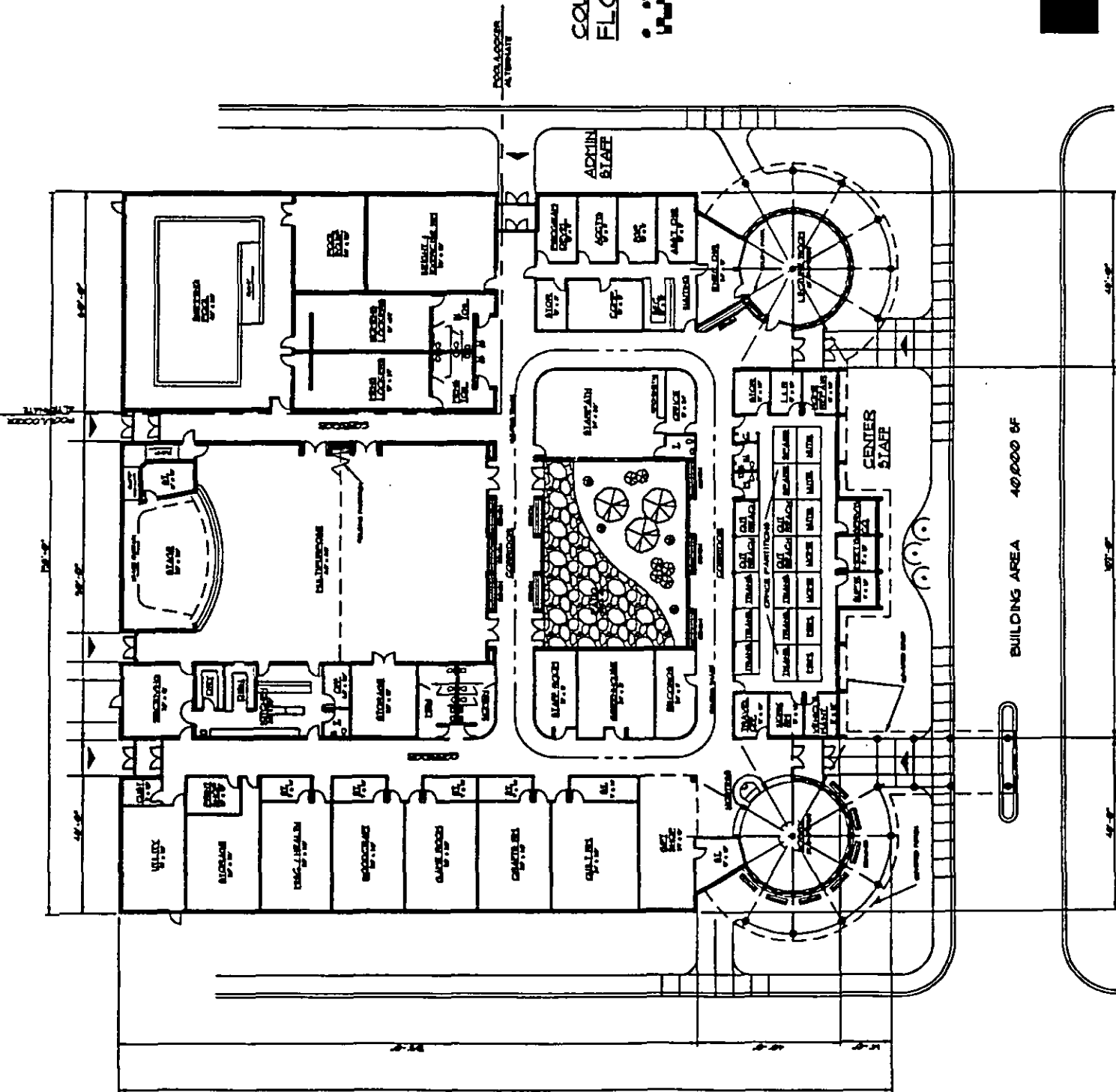
**COUNCIL ON AGING BUILDING
SITE PLAN**

TOTAL OF 19 PARKING SPACES SHOWN



ROY G. FRENCH ASSOCIATES, INC.
ARCHITECTS + PLANNERS
 PORT HURON, MICHIGAN 48060
 ROCHESTER, MICHIGAN 48307

PROJECT #1

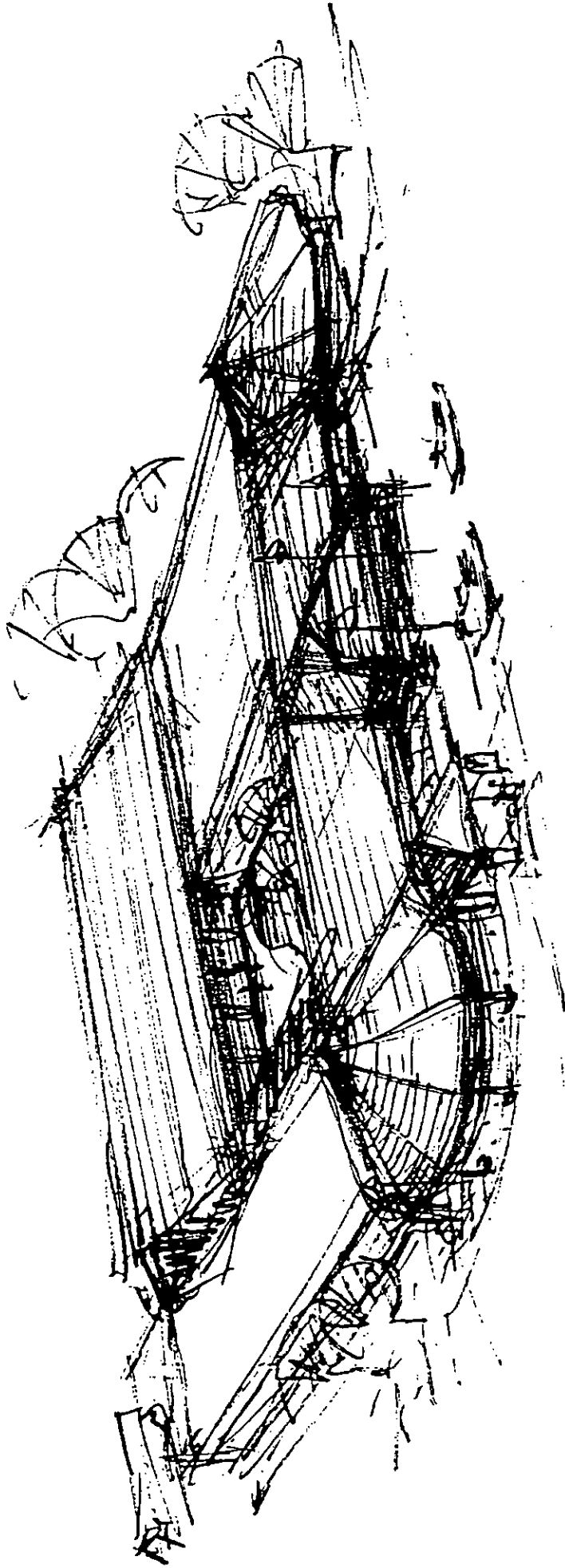
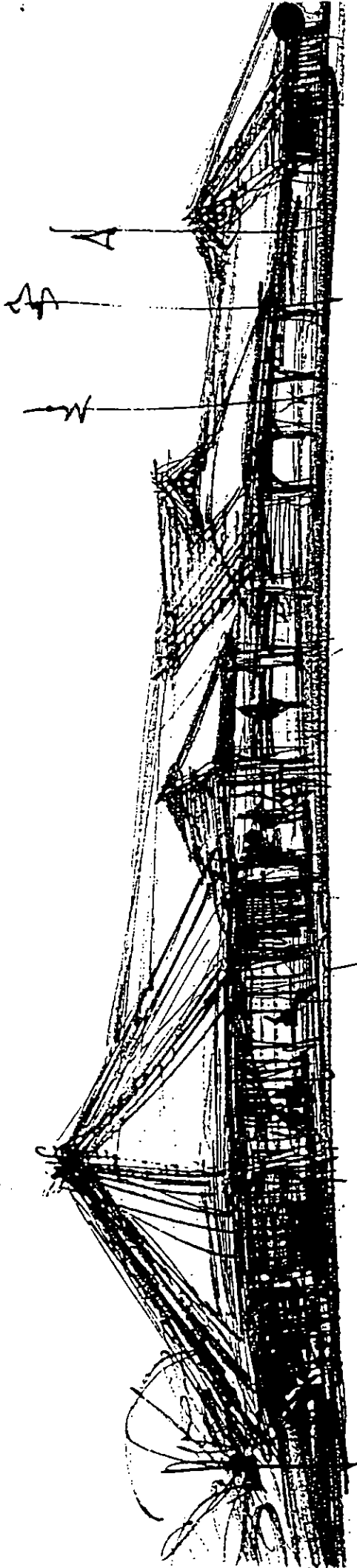


COUNCIL ON AGING BUILDING
FLOOR PLAN



ROY G. FRENCH ASSOCIATES, INC.
ARCHITECTS + PLANNERS
FOOT HARBOR, MICHIGAN 48060
ROCKSTER, MICHIGAN 48307

BUILDING AREA 40,000 SF



ROY G. FRENCH ASSOCIATES, INC.
ARCHITECTS + PLANNERS
PORT HURON, MICHIGAN 48060
ROCHESTER, MICHIGAN 48307



PERSPECTIVE VIEW COUNCIL ON AGING BUILDING

CHERRY BEACH SENIOR CENTER
PROJECT #2

Cherry Beach Senior Center - Project #2

Building Description

The Senior Center building is to consist of an addition to the existing building located at Cherry Beach in Cottleville Township.

The new addition will be one story and constructed on the east and south sides of the existing building and will contain 12,000 square feet. The existing building of 5,000 square feet will be extensively retrofitted to update the facility and to provide new uses for program requirements.

The site will be expanded to allow for the new addition and provide additional parking and drive requirements.

The site will be developed to provide sidewalks, paved drives, adequate parking, and service areas. Lawn, landscaping, and outside recreational areas will be provided to serve the senior citizens.

The new addition will provide a new multi-purpose/cafe/teria with stage, a new preparation and service kitchen, administrative office area, gift shop, arts and craft room, men's and women's toilet rooms, storage rooms, and mechanical equipment room.

The existing building will be renovated to provide program offices and activity rooms.

The addition construction will consist of concrete foundations, brick/block masonry exterior walls, steel roof framing with insulated metal roof deck, and metal roof covering.

Floor will be concrete with various finishes of carpet, hard tile, and resilient tile.

Interior walls will be block masonry painted and steel wall framing with gypsum board finishes of fabrics and painted surfaces.

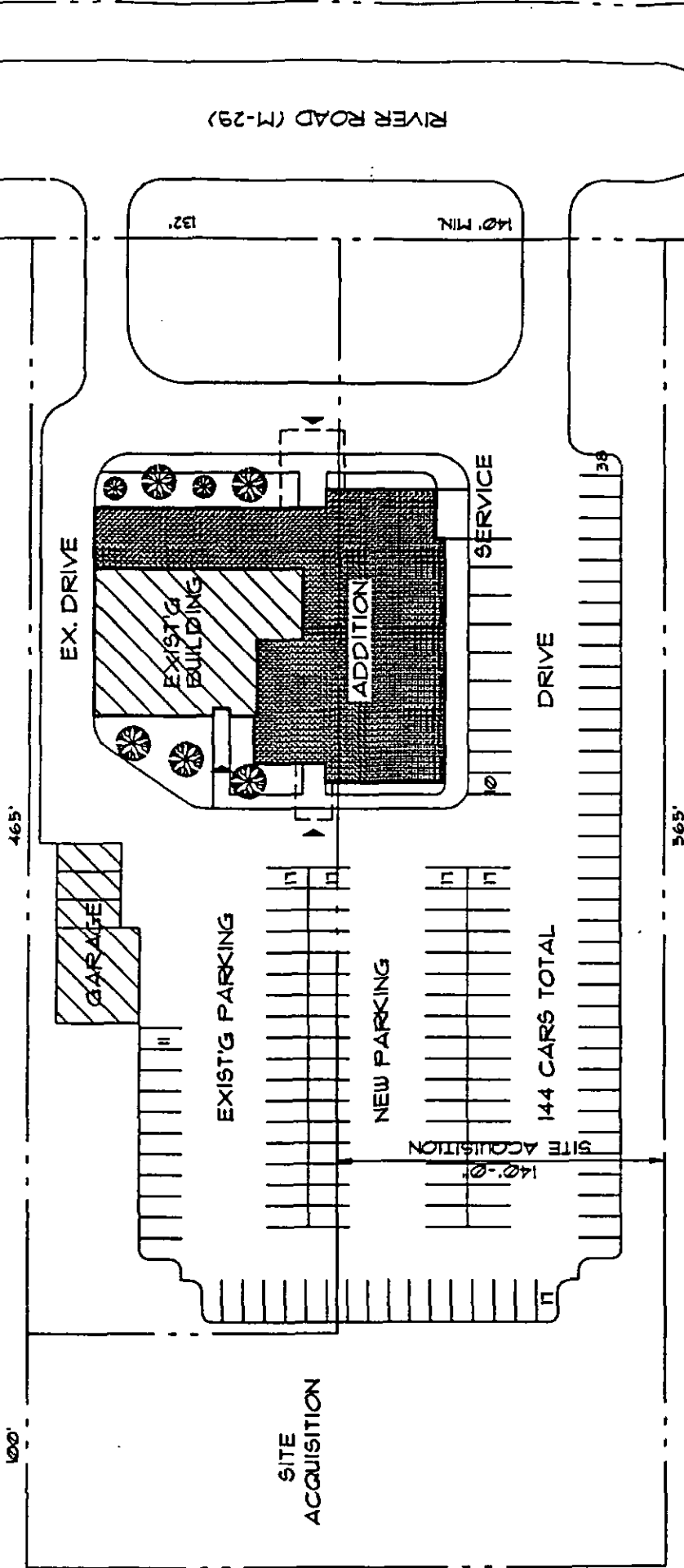
Ceilings will be suspended metal grid type with acoustical panels.

Various interior design features will be developed to provide a warm and pleasant atmosphere for the occupants to enjoy.

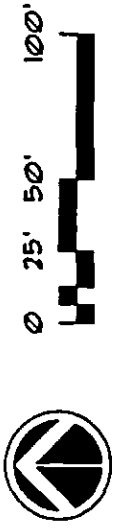
Adequate site lighting will be provided for parking, drives, walk areas, and for security purposes.

Interior lighting will be combinations of recessed incandescent and fluorescent fixtures.

The building will be heated and air conditioned utilizing gas fired furnaces and ductwork distribution.



**CHERRY BEACH SENIOR CENTER
SITE PLAN**



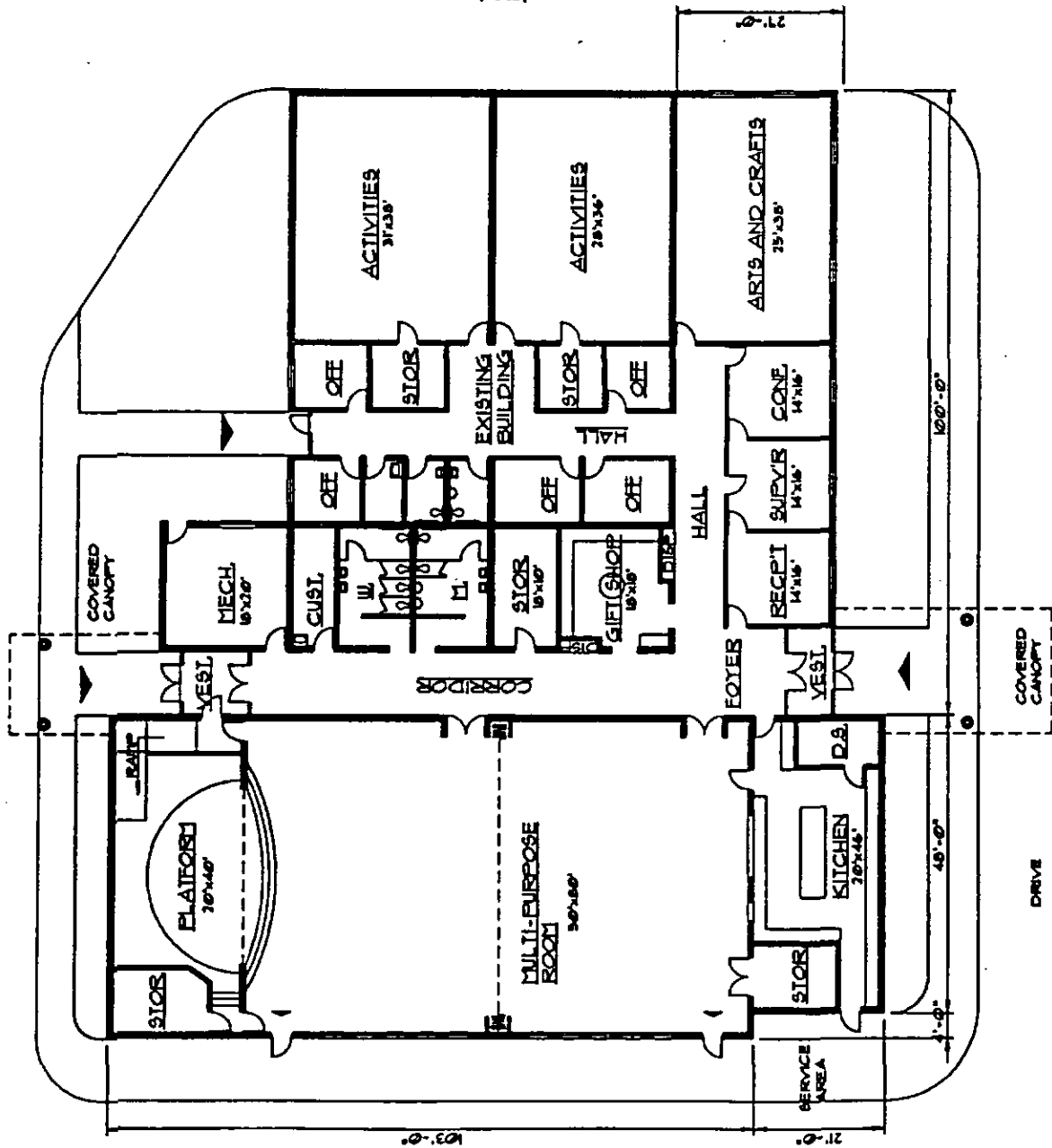
PROJECT #2

**ROY G. FRENCH ASSOCIATES, INC.
ARCHITECTS + PLANNERS**

PORT HURON, MICHIGAN 48060
ROCHESTER, MICHIGAN 48307

AREA RENOVATED 5,000 SQ. FT.
 NEW ADDN 12,000 SQ. FT.
 TOTAL 17,000 SQ. FT.

CHERRY BEACH SENIOR CENTER FLOOR PLAN



ROY G. FRENCH ASSOCIATES, INC.
ARCHITECTS + PLANNERS
 POST HURON, MICHIGAN 48060
 ROCHESTER, MICHIGAN 48307

YALE SENIOR CENTER
PROJECT #3

Yale Senior Center - Project #3

Building Description

The Senior Center building is to consist of an addition to the existing building located in Yale.

The new addition will be one story and constructed on the west side of the existing building and will contain 1,800 square feet. A new entrance, porch, and ramp will be included for improved building access. The existing building of 3,400 square feet will be extensively retrofitted to update the facility and to provide new uses for program requirements.

The site will be developed to allow for the new addition and provide additional parking space.

The new addition will provide administrative offices, a games and reading room, and arts and crafts room.

The existing building will be renovated to expand the dining and multi-purpose area, modify the existing kitchen layout, provide barrier-free rest rooms, and additional storage and utility space.

The addition construction will consist of concrete/block foundations brick/wood exterior walls, wood truss roof framing, wood roof deck and shingled roofing.

Floor will be concrete with various finishes of carpet, hard tile, and resilient tile.

Interior walls will be block masonry painted and steel wall framing with gypsum board finishes of fabrics and painted surfaces.

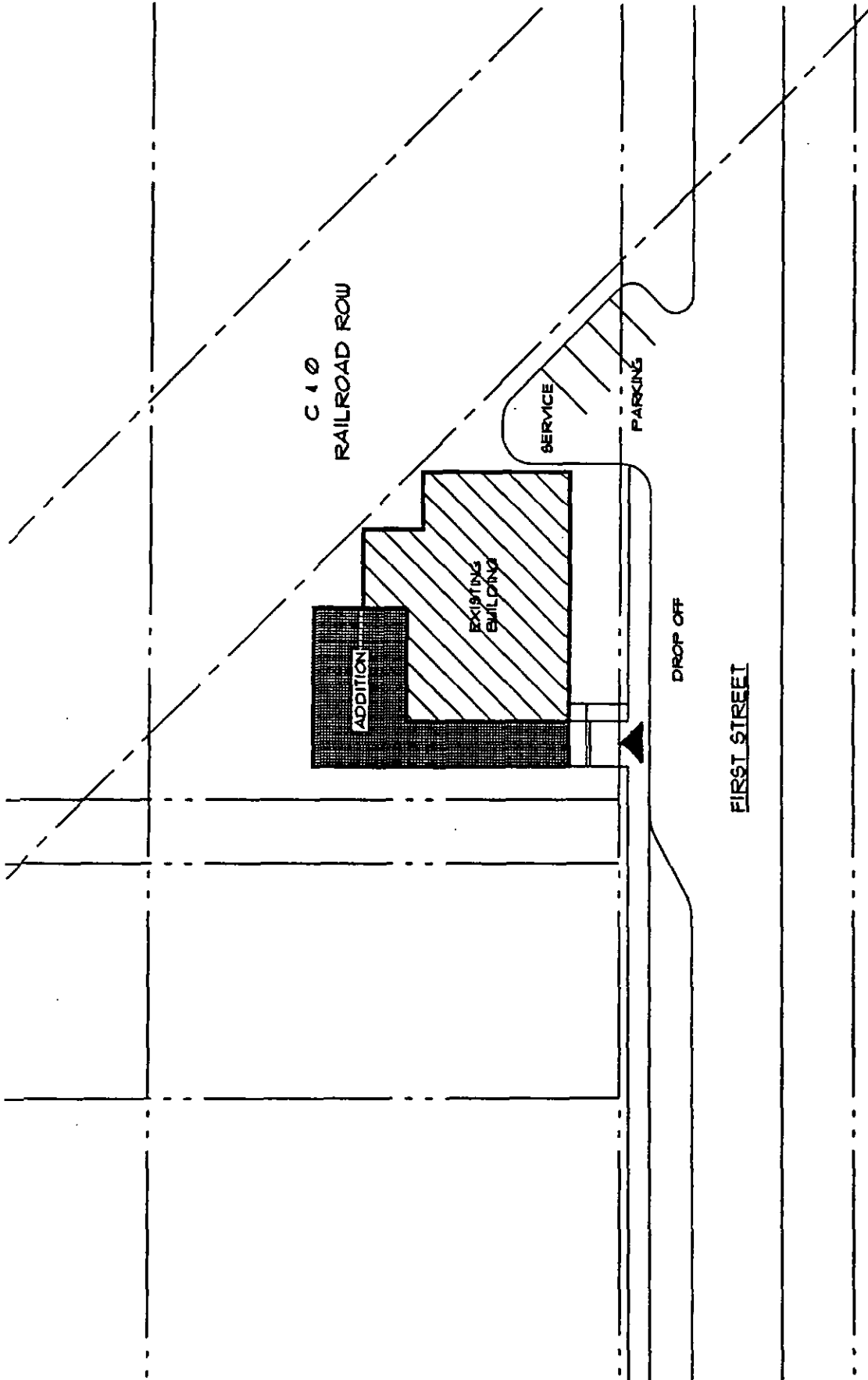
Ceilings will be suspended metal grid type with acoustical panels.

Various interior design features will be developed to provide a warm and pleasant atmosphere for the occupants to enjoy.

Adequate site lighting will be provided for parking, drives, walk areas, and for security purposes.

Interior lighting will be combinations of recessed incandescent and fluorescent fixtures.

The building will be heated and air conditioned utilizing gas fired furnaces and ductwork distribution.



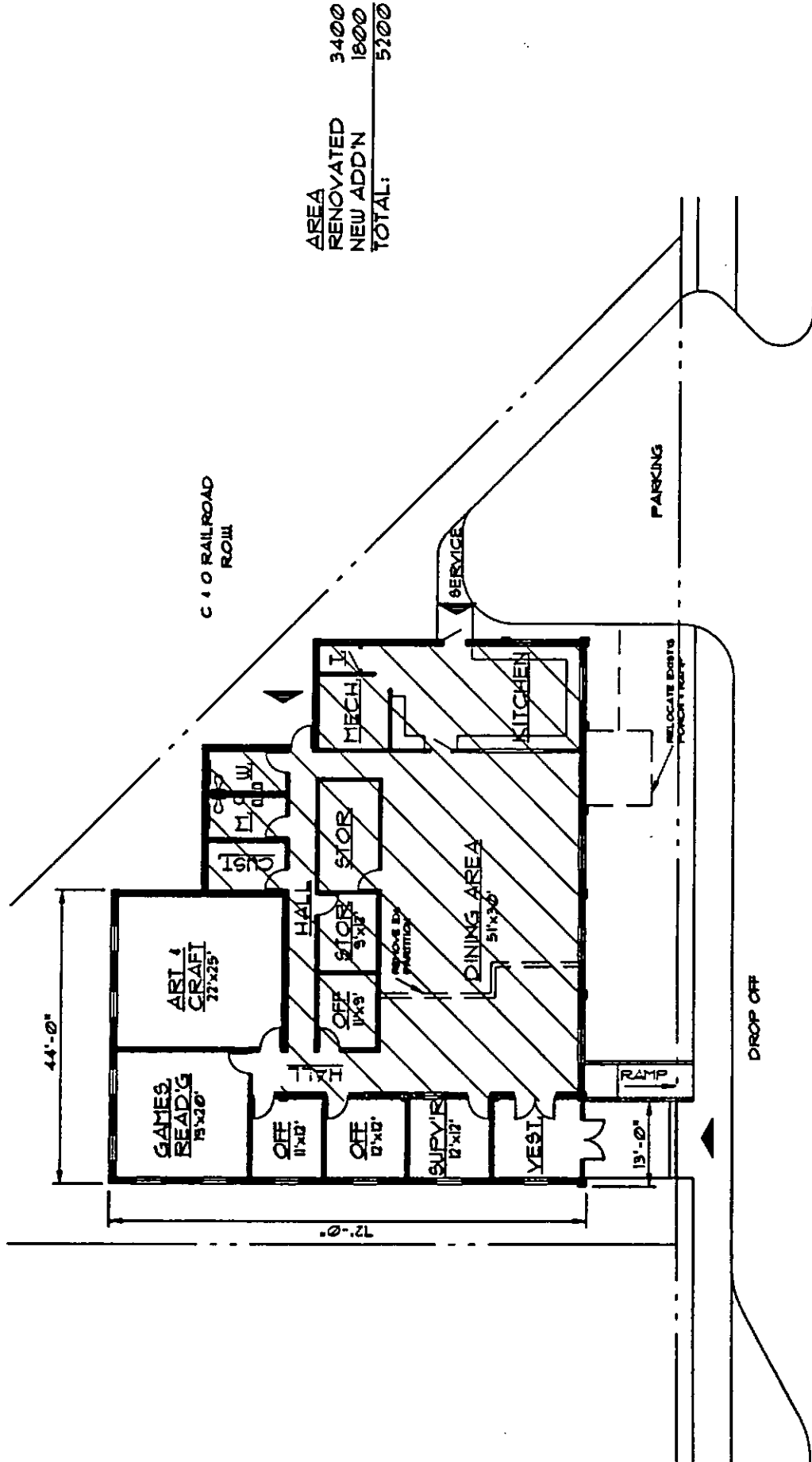
YALE SENIOR CENTER
SITE PLAN

ROY G. FRENCH ASSOCIATES, INC.
ARCHITECTS + PLANNERS

ROCHESTER, MICHIGAN 48307

PORT HURON, MICHIGAN 48060

PROJECT #3



AREA RENOVATED	3400
NEW ADD'N	1800
TOTAL:	5200

YALE SENIOR CENTER
FLOOR PLAN

ROY G. FRENCH ASSOCIATES, INC.
ARCHITECTS + PLANNERS

PORT HURON, MICHIGAN 48060

ROCHESTER, MICHIGAN 48307

**CAPAC SENIOR CENTER
PROJECT #4**

Capac Senior Center - Project #4

Building Description

The Senior Center building is to be constructed on a 2.3 acre site located in Capac on the north side of an extension of Aldrich Avenue.

The building will be one story and contain approximately 5,500 square feet.

The site will be developed to provide sidewalks, paved drives, adequate parking, and service areas. Lawn, landscaping, and outside recreational areas will be provided.

The building will contain space for: vestibule, lobby, reception, quilting room, arts and crafts room, a multi-purpose room, preparation and service kitchen, gift shop, administration staff offices, reading room, rest rooms, ample storage areas, and utility service rooms.

The building construction will consist of concrete foundations, brick/wood exterior walls, wood truss roof framing with wood roof deck, and shingle roof covering.

Floor will be concrete with various finishes of carpet, hard tile, and resilient inlay or tile.

Interior walls will be combinations of wood wall framing with gypsum board finishes of fabrics and painted surfaces. Glazed wall tile will be utilized in kitchen and rest room areas for wainscots and wall finishes.

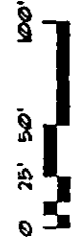
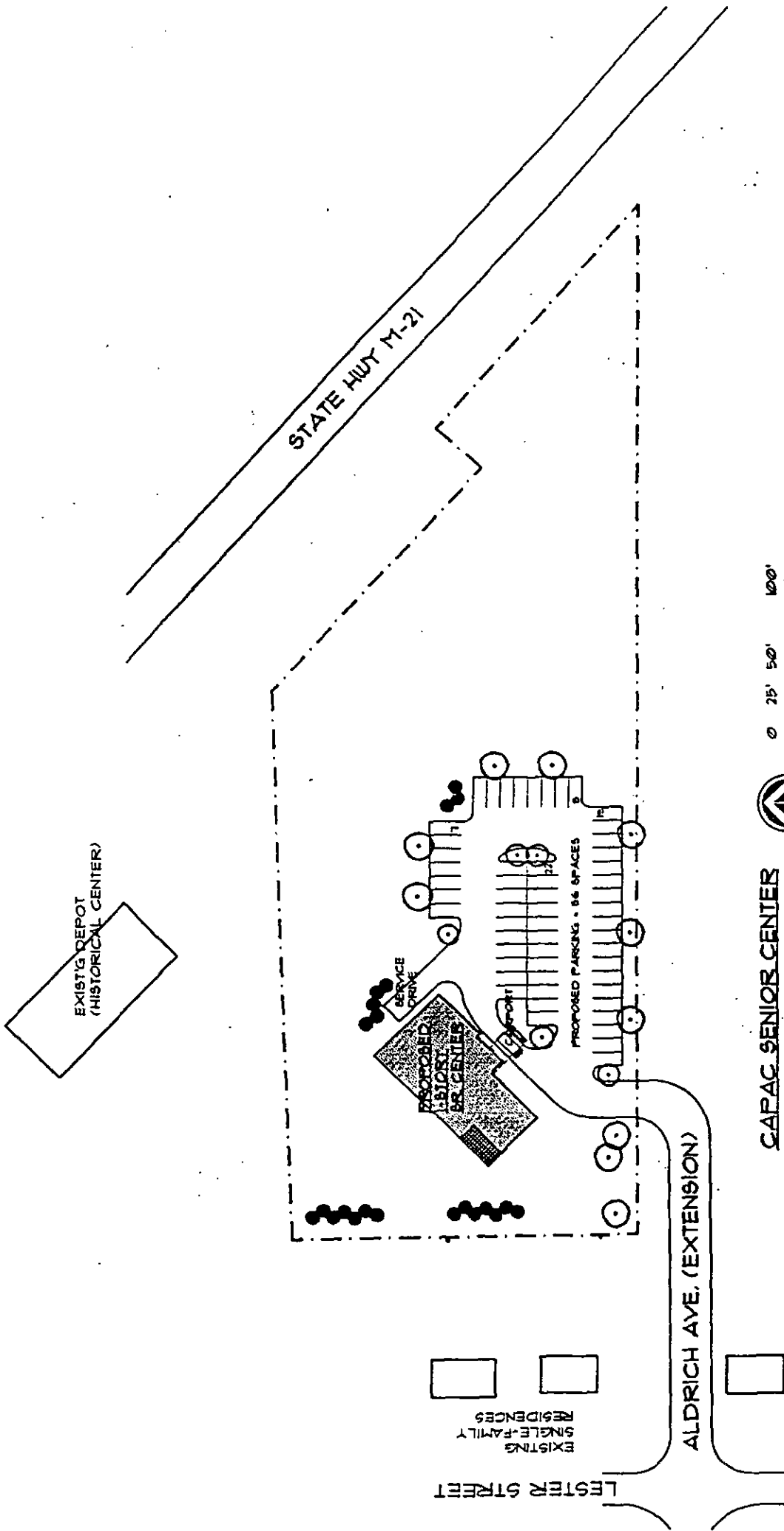
Ceilings will be suspended metal grid type with acoustical panels.

Various interior design features will be developed to provide a warm and pleasant atmosphere for the occupants to enjoy.

Adequate site lighting will be provided for parking, drives, walk areas, and for security purposes.

Interior lighting will be combinations of recessed incandescent and fluorescent fixtures.

The building will be heated and air conditioned utilizing gas fired furnaces and ductwork distribution.

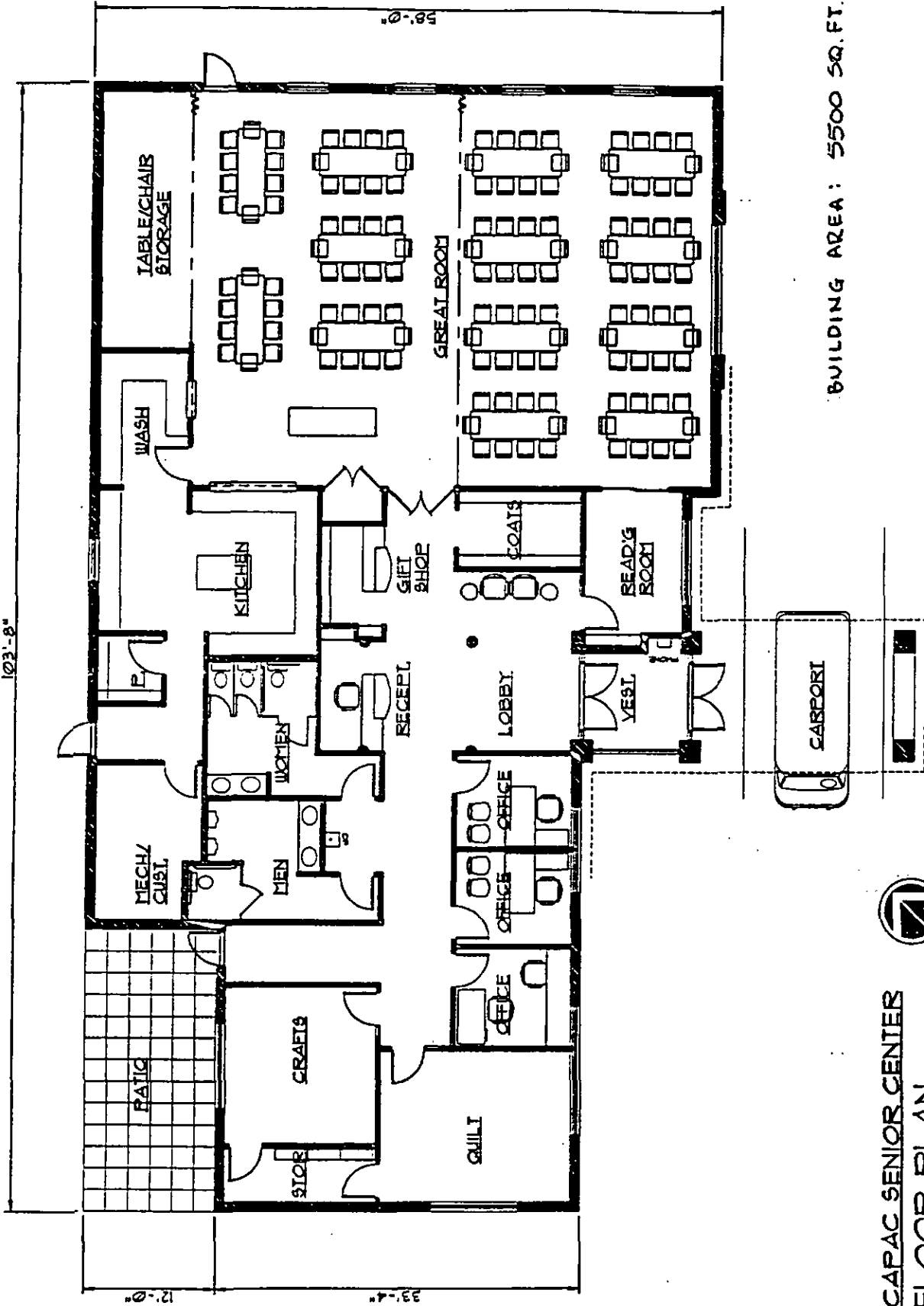


**CARAC SENIOR CENTER
SITE PLAN**

**ROY G. FRENCH ASSOCIATES, INC.
ARCHITECTS + PLANNERS**
ROCHESTER, MICHIGAN 48060



PROJECT #4



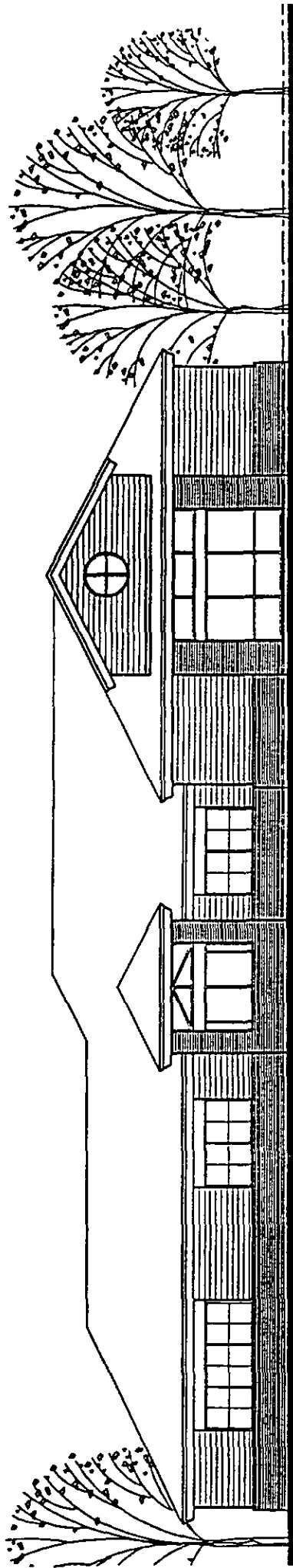
BUILDING AREA: 5500 SQ. FT.



**CAPAC SENIOR CENTER
FLOOR PLAN**



ROY G. FRENCH ASSOCIATES, INC.
ARCHITECTS + PLANNERS
 PORT HURON, MICHIGAN 48060
 ROCHESTER, MICHIGAN 48307



CAPAC SENIOR CENTER
FRONT ELEVATION



ROY G. FRENCH ASSOCIATES, INC.
ARCHITECTS + PLANNERS
PORT HURON, MICHIGAN 48060
ROCHESTER, MICHIGAN 48307



COST SUMMARY

Council on Aging Building - Project #1
Preliminary Cost Estimate

July 22, 1994

I. Site:	
A. Acquisition	\$500,000.00
B. Development	\$400,000.00
C. Landscaping	\$75,000.00
II. Building Cost:	
A. Building Area - 40,000 s.f. Building Cost @ \$95.00 psf	\$3,800,000.00
B. Garage Building - 3,000 s.f. Garage Cost @ \$50.00 psf	\$150,000.00
III. Special Equipment:	
A. Including Kitchen, Stage, Multi-purpose, Swimming Pool, Exercise, and Special Activities Areas	\$400,000.00
IV. Loose Furnishings:	
A. Including Desks, Chairs, Files, Folding Tables, and Chairs	\$175,000.00
V. Contingencies	\$380,000.00
VI. Professional Services	<u>\$320,000.00</u>
TOTAL:	\$6,200,000.00

Cherry Beach Senior Center - Project #2
Preliminary Cost Estimate
July 22, 1994

I. Site:	
A. Acquisition	\$200,000.00
B. Development	\$225,000.00
C. Landscaping	\$50,000.00
II. Building Addition:	
A. Building Area - 12,000 s.f. Building Cost @ \$95.00 psf	\$1,140,000.00
III. Existing Building Retrofit:	
A. Existing Building Area - 5,000 s.f. Retrofit Cost @ \$60.00 psf	\$300,000.00
IV. Special Equipment & Casework:	
A. Including Kitchen, Stage, Multi-purpose, Arts & Crafts, and Activity Areas	\$200,000.00
V. Loose Furnishings:	
A. Including Desks, Chairs, Files, Folding Tables, and Chairs	\$90,000.00
VI. Contingencies	\$135,000.00
VII. Professional Services	<u>\$145,000.00</u>
TOTAL:	\$2,485,000.00

Yale Senior Center - Project #3
Preliminary Cost Estimate
July 22, 1994

I. Site:	
A. Development	\$40,000.00
B. Landscaping	\$5,000.00
II. Building Addition:	
A. Building Area - 1,800 s.f. Building Cost @ \$80.00 psf	\$144,000.00
III. Existing Building Retrofit:	
A. Existing Building Area - 3,400 s.f. Retrofit Cost @ \$40.00 psf	\$136,000.00
IV. Special Equipment	\$30,000.00
V. Loose Furnishings	\$20,000.00
VI. Contingencies	\$30,000.00
VII. Professional Services	<u>\$30,000.00</u>
TOTAL:	\$435,000.00

Capac Senior Center - Project #4
Preliminary Cost Estimate

July 22, 1994

I. Site:	
A. Development	\$100,000.00
B. Aldrich Avenue Extension	\$45,000.00
B. Landscaping	\$15,000.00
II. Building:	
A. Building Area - 5,500 s.f. Building Cost @ \$80.00 psf	\$440,000.00
III. Special Equipment	\$75,000.00
IV. Loose Furnishings	\$50,000.00
V. Contingencies	\$50,000.00
VI. Professional Services	\$55,000.00
TOTAL:	\$830,000.00

Cost Summary

July 22, 1994

I. Council on Aging Building - Project #1	\$6,200,000.00
II. Cherry Beach Senior Center - Project #2	\$2,485,000.00
III. Yale Senior Center - Project #3	\$435,000.00
IV. Capac Senior Center - Project #4	\$830,000.00
TOTAL:	\$9,950,000.00

RESOLUTION 94-31

AUTHORIZING ISSUANCE OF LETTER OF CREDIT FOR ACCOUNT
OF COUNTY OF ST. CLAIR

WHEREAS, the County of St. Clair is the owner of certain land in the Township of Kimball, State of Michigan, which is the site of the Smiths Creek Landfill;

WHEREAS, Section 19 of Public Act 641 of 1978, as amended, requires, as a condition for continued licensing of a sanitary landfill, that a bond in the amount of One Million Dollars (\$1,000,000.00) be posted with the Michigan Department of Natural Resources; and

WHEREAS, the Michigan Department of Natural Resources has authorized and agreed that a Letter of Credit in the amount of One Million Dollars (\$1,000,000.00) in favor of the Michigan Department of Natural Resources for the account of the County of St. Clair may be posted in lieu of a bond; and

WHEREAS, Maureen Ruff, Treasurer, County of St. Clair executed and delivered unto Commercial & Savings Bank of St. Clair County, a Standby Letter of Credit Application and Agreement, dated July 27, 1994, a copy of which is attached hereto as Exhibit "A", requesting Commercial & Savings Bank to issue a Standby Letter of Credit in the amount of One Million Dollars (\$1,000,000.00) in favor of the Michigan Department of Natural Resources for the account of the County of St. Clair.

WHEREAS, Commercial and Savings Bank has requested a Resolution of this Board in support of the procurement of said Irrevocable Letter of Credit and to authorize, ratify and confirm the actions of the County of St. Clair and of Maureen Ruff, Treasurer, County of St. Clair, in procuring said Irrevocable Letter of Credit, including but not limited to the execution and delivery of said Standby Letter of Credit of Application and Agreement unto Commercial and Savings Bank.

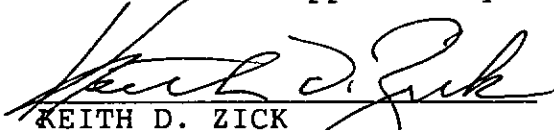
NOW, THEREFORE, BE IT RESOLVED, that:

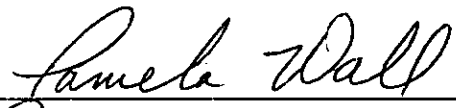
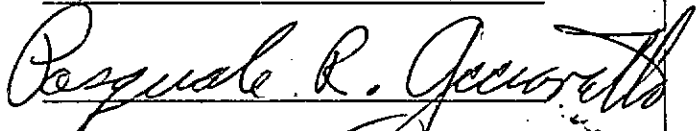
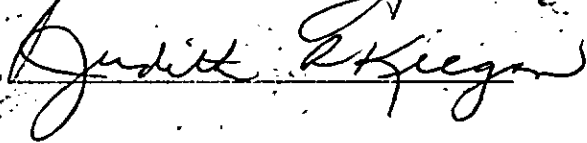
1) The execution and delivery of that certain Standby Letter of Credit Application and Agreement dated July 27, 1994 by Maureen Ruff, Treasurer, County of St. Clair, unto Commercial and Savings Bank and the procurement of Irrevocable Letter of Credit from Commercial and Savings Bank in favor of the Michigan Department of Natural Resources for the account of the County of St. Clair, and any any all liabilities and obligations of the County of St. Clair arising under or pursuant to the foregoing, are hereby authorized, ratified and confirmed by this Board, and the full faith and credit of the County of St. Clair is hereby offered in support of said Letter of Credit.

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

DATED: August 10, 1994

Reviewed and Approved by:


KEITH D. ZICK
COUNTY CORPORATION COUNSEL
110 Huron Boulevard
Marysville, MI 48040



The Commercial and
Savings Bank of
St. Clair County

St. Clair Office
200 South Riverside
St. Clair, MI 48079
(810) 329-2244

COPY

Irrevocable Letter of Credit No. 203
Facility Name: Smiths Creek Landfill
County: St. Clair

August 4, 1994

Michigan Department of
Natural Resources
P.O. Box 30028
Lansing, MI 48909

Director of Department of
Natural Resources

We hereby issue our irrevocable Letter of Credit No. 203 in your favor, on behalf of County of St. Clair, County Building, 201 McMorrان Blvd., Port Huron, MI 48060. Hereinafter known as the County, for a sum of \$1,000,000.00 (One Million and 00/100 U.S. Dollars) available by your drafts at sight drawn on our institution, The Commercial and Savings Bank of St. Clair County, 200 S. Riverside Ave., St. Clair, MI 48079, marked "Drawn under Commercial and Savings Bank Letter of Credit No. 203 dated August 4, 1994." Drafts drawn herunder must be accompanied by the following document(s):

- 1) Your signed statement as follows: "I (Director) certify that I have issued a notice of violation to County of St. Clair ("The County") indicating that the County has failed to properly execute its Closure/Post-Closure responsibilities of the solid waste disposal facility known as Smiths Creek Land Fill, 6779 Smiths Creek Road, Smiths Creek, MI 48074.

And

- 2) A copy of the notice of violation addressed to County of St. Clair as referred to in Document No. 1. or your signed statement as follows: I (Director) certify that the County of St. Clair has failed to provide the Michigan Department of Natural Resources with an extension of Commercial and Savings Bank Letter of Credit No. 203 or with an acceptable replacement Letter of Credit or other acceptable financial assurance not less than (60) days prior to the expiration date of Commercial and Savings Bank Letter of Credit No. 203.



This Letter of Credit is issued to provide financial assurance to the State of Michigan, Department of Natural Resources for Closure/Post-Closure of the solid waste disposal facility known as Smiths Creek Land Fill, 6779 Smiths Creek Road, Smiths Creek, Michigan 48074.

Partial drawings are permitted. This original Letter of Credit must be submitted to us together with any drawings hereunder for our endorsement of any payments effected by us and/or for cancellation.

This credit is subject to the Uniform Customs and Practice for Documentary Credits (1983 revision), International Chamber of Commerce, Publication No. 400.

We engage with you that each draft drawn under and in compliance with the terms of this credit will be duly honored on delivery of the documents as specified if presented at this office on or before August 4, 1996.

Very truly yours,

Paul D. Lydy
Vice President

PDL/lss

Standby Letter of Credit Application and Reimbursement and Security Agreement

TO: THE COMMERCIAL & SAVINGS BANK OF ST. CLAIR COUNTY, ST. CLAIR, MI. Date 7-27-94

Please issue an irrevocable Letter of Credit as set forth below: Bank Use Only -> L/C Number 203

Name of (Beneficiary-Complete Name and Address) Michigan Department of Natural Resources P. O. Box 30028 Lansing, MI 48909	For Accounts of (Applicant Name and Address) County of St. Clair County Building 201 McMorran Blvd. Port Huron, MI 48060
---	--

Original L/C to be Sent to: <input type="checkbox"/> Beneficiary <input checked="" type="checkbox"/> Ourselves (Applicant) <input type="checkbox"/> Other:	Amount and Name of Currency One Million and no/100 (\$1,000,000.00) US Dollars
--	---

Drafts must be presented for negotiation or or presented to drawee on or before -> (Expiry Date) 8-4-96

Send By Courier Brief Cable + Airmail Airmail Full Cable | Available by drafts at sight drawn, at your option, on yourselves or your correspondent. (You may waive requirements for draft.)

When accompanied by the following documents (if any):
 (Please refer to attached suggested format for this credit)
 (To be issued as per your suggested format, a copy of which has been delivered to us and which is made an integral part of this application the same as if fully detailed herein.)
 (Other:) Describe

Other Instructions:

Partial Drawings are are not permitted.
 Charge our account for your fees/commissions/expenses.
 Invoice us for your fees/commissions/expenses.
 All charges, other than your own, are for beneficiary's account.

In case of need contact:
 Name: Maureen Ruff Phone: 985-2295

This Application is made pursuant to the Standby Letter of Credit Reimbursement and Security Agreement Terms and Conditions which appear as part of this form and apply to this application and the credit issued pursuant hereto, receipt of which Terms and Conditions is hereby acknowledged. The credit may be issued containing such terms as are in accordance with this application, but with such modifications as you, in your sole discretion, may deem advisable without variance from the principle terms hereof.

Authorized Signature: *Maureen Ruff*
 Printed Name/Title of Signer: Maureen Ruff, County Treasurer

Standby Letter of Credit - Reimbursement and Security Agreement Terms and Conditions

1. Obligation of Bank to Issue Credits

Except for a contrary provision in the application for Letter of Credit ("Credit"), the terms and conditions herein set forth shall apply to issuance of the Credit, provided, until issuance of said Credit, you shall be under no obligation to issue the same.

2. Obligation to Pay

(a) Drafts or Acceptances:

As to drafts or acceptances drawn or purporting to be drawn under the Credit, we agree: (i) in the case of each sight draft, to reimburse you at your office, on demand, the amount paid on such drafts, or, if so demanded by you, to pay to you at your office in advance the amount required to pay such draft; and (ii) in case of each acceptance, to pay to you, at your office, the amount thereof, on demand, but in no event later than maturity, or, in case the acceptance is not payable to your office, then in time to reach the place of payment at maturity. As to drafts or acceptances which are payable in other than U.S. Currency to pay or reimburse you, on demand, in U.S. Currency the equivalent of the amount paid or estimated by you to be paid, at your current rate of exchange as of the date of payment or at the date of transmission by you for cable transfers to the place of payment where and in the currency in which draft or acceptance is payable, or if there is no such rate at said time, then at such rate as you may fix.

(b) As to documents presented for payment at sight pursuant to the credit, without drafts, we agree our obligation thereunder shall be the same as though sight drafts had been presented or accompanied such documents.

(c) Commission, Charges, Expenses, Fees and Interest:

We agree to pay you on demand such commission based on the amount of the credit as is your then current scheduled charges for the particular credit and all charges and expenses paid or incurred by you including, without limitation, FDIC Assessments and the cost of maintenance of required reserves, if any (including expenses of collection, litigation or of exercise of your rights hereunder as to security or otherwise and legal fees) and interest on the amount of any payment made by you under the credit and not reimbursed by us as herein provided (plus interest on commissions, charges and expenses not so reimbursed) at the rate of 3% per annum more than the prime rate announced by Comerica Bank, Detroit, Michigan as the prime rate for your commercial loans then in effect (which prime rate may not necessarily be the lowest rate charged by you to any of your customers), but not an amount greater than is allowable under the laws of the State of Michigan.

(d) Increased Costs:

If any change in any law or regulation or in the interpretation thereof by any court or administrative or governmental authority charges with the administration thereof shall either (a) impose, modify or deem applicable any reserve, special deposit or similar requirement against letters of credit issued by, or assets held by, or deposits in or for the account of, the Bank or, (b) impose on the Bank any other condition regarding this Agreement or the Letter of Credit, and the result of any event referred to in clause (a) or (b) of this section shall be to increase the cost to the Bank of issuing or maintaining the Letter of Credit then, the Applicant shall immediately pay to the Bank, upon demand all additional amounts necessary to compensate the Bank for such increased costs incurred by the Bank. A certificate as to such increased costs incurred by the Bank as a result of any event mentioned in clause (a) or (b) shall be submitted by the Bank to the applicant and shall be conclusive as to the amount owing under this section.

(e) Advice From Correspondents:

Telegraphic or other notice from your correspondent or agents of payment, acceptance, or other action under the Credit shall be presumptive evidence of our liability hereunder to reimburse you.

3. Administration of Credit

(a) "Uniform Customs and Practices for Documentary Credits":

The "Uniform Customs and Practice for Documentary Credits, 1983 revision, ICC Publication N^o 400," or the most current publication thereof, of the International Chamber of Commerce (copy of which is available from you at our request) shall govern the rights and liabilities of you and us hereunder to the same effect as if stated word for word herein, and the Credit issued hereunder shall be subject to, and be governed by, the provisions of said uniform customs and practices unless the context of this agreement shall be contrary thereto, or in addition thereto, in which event any contrary or additional obligation or liability of us hereunder shall be as stated herein and your rights, obligation or liability as stated herein shall each govern notwithstanding the provisions of said uniform customs and practices which shall be thereby deemed to be superseded and not applicable to the extent of such contrary or additional provisions of this agreement, but not otherwise.

(b) Draft Less Than Credit Amount:

Unless written instructions have been specifically given you to the contrary, a draft for less than the Credit may be honored.

4. Security Interests

As security for the prompt payment of all our obligations and liabilities hereunder, and in addition to any other security given to you by separate agreement, you are hereby granted a continuing security interest in and, the right to possession and disposition of, all property shipped, stored or dealt with in connection with the Credit, or the drafts drawn thereunder, and to all drafts, documents or instruments or contracts (including shipping documents or warehouse receipts or policies or certificates of insurance) or inventory or accounts or chattel paper or contract rights or general intangibles, arising from or in connection with this Credit, regardless of whether such property or documents or instruments, or other security herein described, are in your actual or constructive possession, or in transit to you, your agents, or correspondents, and the proceeds thereof, and we hereby further grant you a right of set-off upon all deposits and credits with you until our obligations or liabilities to you have been paid and discharged. We agree that this Agreement may be filed as a financing statement or that we will execute such financing statements or other documents or writings as shall be necessary, in your judgment, to perfect or maintain your security interest, as aforesaid, and to pay all cost of filing. We also agree you may execute on our behalf such financing statement and we do irrevocably appoint you as our attorney in fact for such purpose. You shall have all rights and remedies of a secured party under the Uniform Commercial Code of Michigan and you shall give us five (5) days prior written notice to the time and place of any sale upon exercise of your right to sale, public or private, before or after maturity, unless such security is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market. You may discount, settle, compromise or extend any

obligation, constituting such security, and sue thereon in your name. You shall not be liable for failure to collect or demand payment of, or protest or give notice of, or non payment of, any obligations, included in such security or part thereof, or for any delay, nor shall you be under any obligation to take any action in respect of such security, including any obligation to file, record or maintain or establish the validity, priority, or enforceability of your rights in or to the security. Any property or documents representing security hereunder may be held by you in your name or your nominee's name, all without notice and whether a Default exists, or not. Proceeds of sale or transfer of the security shall be applied, in order, to expenses of retaking, holding, preparing for sale, and the reasonable attorney fees and legal expenses incurred or paid by you, and then, to our obligation hereunder until paid in full.

5. Default

We shall be in Default under this agreement upon occurrence of any one of the following:

- (a) Failure to perform or observe any of the terms and conditions hereof; or
- (b) Failure to pay, when due, whether upon demand or otherwise, any amounts due hereunder; or
- (c) Any warranty representation or statement made to or furnished you is untrue in any material respect; or
- (d) The loss, theft, destruction, sale or encumbrance of any part or all of the security for this agreement; or
- (e) The death, incapacity, insolvency, dissolution, termination of existence, suspension of business or if a receiver is appointed for any part of our property, or if we make an assignment for the benefit of creditors, or upon the commencement of bankruptcy or insolvency proceedings by or against us, or upon the issuance or service of any levy, lien, writ of attachment or garnishment or execution or similar process against us, or any of our property; or
- (f) Failure to pay, when due, any tax; or
- (g) If, in your sole opinion, our financial responsibility is impaired; or
- (h) Any event occurs which results or could result in the acceleration of the maturity of any of our indebtedness to you or to others under any note, agreement or undertaking, in which event you shall have the right to take possession of the security given herein, set-off against same, or the rights of a secured creditor, with or without process of law, and foreclose, sell or otherwise liquidate the security both as herein provided and as provided in the Uniform Commercial Code of the State of Michigan.

6. Modification of Credit

All extensions including extensions of maturity or time for presentation of drafts, acceptances or documents, or renewals of the credit or increase or other modification of the terms hereof, or a temporary advance or acceptance or loan in connection with the credit, with or without further documentation or notice or agreement, shall continue to be governed by this agreement.

7. Waiver

No delay on your part in the exercise of any of your rights or remedies shall operate as a waiver, nor shall any single or partial waiver, or any right or remedy preclude any other further exercise thereof, or the exercise of any other right or remedy, and no waiver or indulgence by you of any default shall be effective unless in writing and signed by you, nor shall a waiver on any one occasion be construed as a bar, or waiver of, any such right on any future occasion.

8. Governing Law

This agreement, and the validity and enforceability thereof, shall be governed by, and construed in accordance with, the laws of the State of Michigan.

9. Binding Effect

Any provision hereof which may prove unenforceable under any law shall not affect the validity of any other provision hereof. This agreement shall inure to the benefit of and be enforceable by you, your successors or assigns.

10. Construction

The words (we) (our) and (us) shall be read, if the undersigned be an individual, as (I, my and me) as the case may be and bind jointly and severally the two or more of us executing this agreement, and any obligor, maker, endorser, acceptor, surety or guarantor or other party having an obligation hereunder. Time is of the essence of this agreement.

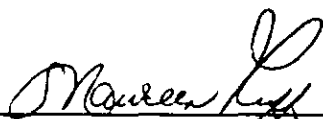
11. Participant

You may sell all or any part of your liability hereunder to a participant bank. The terms "you" and "your" shall refer to The Commercial and Savings Bank of St. Clair County and the participant bank, if any. Our obligation to you and the participant bank shall be to each of you until our obligation hereunder shall be paid or otherwise be satisfied or expire, and the participant bank shall be subrogated to your rights hereunder against us upon its payment to you for its liability to you hereunder.

12. Damages

Your liability, if any, for your negligence, acts of omission or otherwise shall be limited to direct actual damages, but without liability for general, punitive or special damages or other consequential damages resulting therefrom.

County of St. Clair

By: 
Printed Name: Maureen Huff
Title: County Treasurer

RESOLUTION 94-30

RESOLUTION TO AMEND COUNTY EMPLOYEES' RETIREMENT PLAN
TO GRANT INCREASE TO RETIREES OR BENEFICIARIES
RETIRING PRIOR TO JANUARY 1, 1990

WHEREAS, it has been brought to the attention of the Board of Trustees of the St. Clair County Employees Retirement System that many retired employees receive a sum so small as to be completely out of line with today's cost of living; and

WHEREAS, the last increase in retirees' pension occurred in 1980; and


WHEREAS, a study by the County's actuaries of the entire system indicates that an average annual expenditure of \$60,641 would make it possible to make a one-time increase in the retirement benefits at the rate of 1% of retirement income for each full year retired prior to January 1, 1990 (Maximum 10%); and

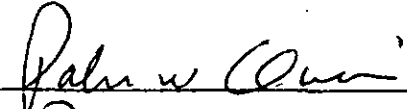

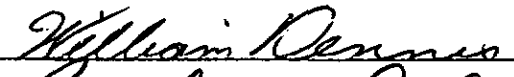



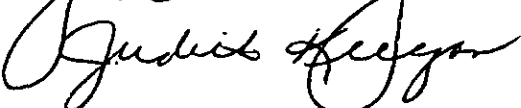
WHEREAS, the Board of Trustees of the St. Clair County Employees Retirement System has requested the St. Clair County Board of Commissioners to amend the St. Clair County Employees Retirement Plan in order to make it possible to increase the retirement benefits by a one-time increase, effective July 1, 1994.

NOW, THEREFORE BE IT RESOLVED: that the Employees' Retirement Plan be amended so as to permit a one-time increase to retirants or beneficiaries who retired prior to January 1, 1990, of 1% of retirement income for each full year retired, to a maximum increase of 10%.

DATED: July 27, 1994

Reviewed and Approved by:


KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, MI 48040

July 15, 1994 FAX

Mr. Donald E. Dodge, Secretary
St. Clair County Retirement System
201 McMorran Boulevard, County Building
Port Huron, Michigan 48060

Re: Proposed Retiree Increase

Dear Mr. Dodge:

You requested that we compute the effect on Retirement System costs of a proposed increase to retired members that would increase pensions as follows:

<u>Year</u> <u>Retired</u>	<u>Increase</u>	<u>Year</u> <u>Retired</u>	<u>Increase</u>
1980 or before	10 %	1986	4 %
1981	9	1987	3
1982	8	1988	2
1983	7	1989	1
1984	6	1990 or after	0
1985	5		

Our calculations were based upon the retiree data submitted for the December 31, 1993 actuarial valuation, showing 204 people from the County and Sheriff's Department group receiving benefits and 131 people from the Road Commission group receiving benefits. The assumptions used were the assumptions in effect for the 1992 and 1993 valuations.

Mr. Donald E. Dodge
Page 2

July 15, 1994

The results of our calculations may be summarized as follows:

	<u>County & Sheriff's</u>	<u>Road Commission</u>	<u>Total</u>
Annual Benefits	\$1,068,432	\$954,666	\$2,023,098
Annual Benefits as Proposed	1,115,487	996,460	2,111,947
Increase in Annual Benefits	47,055	41,794	88,849
Increase in System Liabilities	382,313	365,775	748,088
Contributions to Fund Proposed Liabilities - as a lump sum	382,313	365,775	748,088
- annually* as a % of employer payroll \$ first year	0.16% \$30,991	0.74% \$29,650	0.26% \$60,641

*for each of the next 15 years

Please let me know if there are any questions.

Sincerely,


Gerald B. Sonnenschein

GBS/mam

ST. CLAIR COUNTY, MICHIGAN

PENSION TRUST FUND
BALANCE SHEET
DECEMBER 31, 1993 AND 1992

ASSETS	<u>1993</u>	<u>1992</u>
Cash and cash equivalents	\$ 12,476,813	\$ 3,459,032
Investments -		
U.S. Government Securities (at cost net of unamortized premiums or discounts) (Market value - 1993, \$37,321,975; 1992, \$40,555,793)	35,250,398	39,378,070
Corporate Bonds (at cost net of unamortized premiums or discounts) (Market value - 1993, \$6,910,330; 1992, \$13,225,341)	6,512,492	12,851,421
Stocks (at cost) (Market value - 1993, \$30,438,749; 1992, \$22,483,948)	26,173,401	17,631,921
Guaranteed Investment Contracts (at cost) (Market value - 1993, \$ 1,018,518; 1992, \$ 1,018,518)	1,018,518	1,018,518
Farmers Home Administration Notes (at cost) (Market value - 1993, \$ 5,447; 1992, \$ 12,320)	<u>5,447</u>	<u>12,320</u>
Total Investments	<u>68,960,256</u>	<u>70,892,250</u>
Receivables - Interest	<u>549,740</u>	<u>878,924</u>
Due from other funds	<u>29,117</u>	<u>-</u>
Total Assets	<u>\$ 82,015,926</u>	<u>\$ 75,230,206</u>
LIABILITIES AND FUND BALANCE		
Liabilities:		
Accounts payable	\$ 63,900	\$ 96,453
Accrued Payroll	<u>173,079</u>	<u>-</u>
Total Liabilities	<u>236,979</u>	<u>96,453</u>
Fund Balance:		
Member reserves	12,783,947	11,531,072
Employer reserves	42,223,056	40,054,200
Retirement reserves	19,978,566	18,105,087
Health Insurance reserves	<u>6,793,378</u>	<u>5,443,394</u>
Total Fund Balance	<u>81,778,947</u>	<u>75,133,753</u>
Total Liabilities and Fund Balance	<u>\$ 82,015,926</u>	<u>\$ 75,230,206</u>

STEWART, BEAUVAIS & WHIPPLE

ST. CLAIR COUNTY, MICHIGAN

PENSION TRUST FUND

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND BALANCES
FOR THE YEAR ENDED DECEMBER 31, 1993
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED DECEMBER 31, 1992

	Reserves				Total	
	Member	Employer	Retirement	Health Insurance	1993	1992
Operating Revenues:						
Member contributions	\$ 1,295,777	\$ -	\$ -	\$ -	\$ 1,295,777	\$ 1,235,078
Employer contributions	-	1,236,898	-	1,873,230	3,110,128	3,197,278
Interest / Dividends	-	4,210,856	-	-	4,210,856	4,931,922
Gain on sale of investments	-	4,394,738	-	-	4,394,738	3,895,807
Total Operating Revenues	<u>1,295,777</u>	<u>9,842,492</u>	<u>-</u>	<u>1,873,230</u>	<u>13,011,499</u>	<u>13,260,085</u>
Operating Expenses:						
Retirement payroll	-	-	1,983,144	-	1,983,144	1,908,051
Dental insurance	-	-	-	52,526	52,526	44,075
Health insurance	-	-	-	827,901	827,901	770,326
Death benefits	-	26,875	-	-	26,875	33,000
Professional fees	-	326,203	-	-	326,203	469,377
Losses on sale of investments	-	3,090,369	-	-	3,090,369	2,171,958
Employee refunds	51,720	-	-	-	51,720	267,658
Interest	-	-	-	-	-	28,330
Miscellaneous	-	7,567	-	-	7,567	6,013
	<u>51,720</u>	<u>3,451,014</u>	<u>1,983,144</u>	<u>880,427</u>	<u>6,366,305</u>	<u>5,698,788</u>
Operating Income (Loss)	<u>1,244,057</u>	<u>6,391,478</u>	<u>(1,983,144)</u>	<u>992,803</u>	<u>6,645,194</u>	<u>7,561,297</u>
Intrafund Transfers In (Out):						
Actuary Required contribution	-	(836,836)	836,836	-	-	-
Retirements	(327,295)	(1,589,649)	1,916,944	-	-	-
Interest	336,113	(1,796,137)	1,102,843	357,181	-	-
Total Intrafund Transfers In (Out)	<u>8,818</u>	<u>(4,222,622)</u>	<u>3,856,623</u>	<u>357,181</u>	<u>-</u>	<u>-</u>
Net Income	<u>1,252,875</u>	<u>2,168,856</u>	<u>1,873,479</u>	<u>1,349,984</u>	<u>6,645,194</u>	<u>7,561,297</u>
Fund Balances at beginning of year	<u>11,531,072</u>	<u>40,054,200</u>	<u>18,105,087</u>	<u>5,443,394</u>	<u>75,133,753</u>	<u>67,572,456</u>
Fund Balances at end of year	<u>\$ 12,783,947</u>	<u>\$ 42,223,056</u>	<u>\$ 19,978,566</u>	<u>\$ 6,793,378</u>	<u>\$ 81,778,947</u>	<u>\$ 75,133,753</u>

RESOLUTION 94-29

REGARDING CLOSURE OF AMERITECH'S PORT HURON
BUSINESS AND CONSUMER SERVICES CENTER

WHEREAS, on May 26, 1994, Ameritech Company, formerly Michigan Bell Telephone, announced its intention of closing its Business and Consumer Services Center at 112 Grand River Avenue in downtown Port Huron, Michigan, within the next twelve months; and

WHEREAS, the closing of this facility will result in the loss of at least 150 jobs and the possibility of an additional 100 jobs lost to relocation outside St. Clair County; and

WHEREAS, the loss of these jobs not only negatively impact the Ameritech employees and their families but also dramatically impacts Downtown Port Huron and the positive efforts of MainStreet Port Huron to revitalize the Downtown; and


WHEREAS, Ameritech, formerly Michigan Bell Telephone, has long practiced good Corporate Citizenship supporting many important community projects.




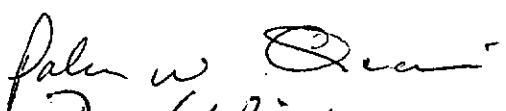



NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners hereby urges Ameritech to uphold its history as a good corporate citizen and reconsider its decision to close its Port Huron Service Center and instead consider keeping some of the telemarketing jobs in Port Huron.

BE IT FURTHER RESOLVED, that the St. Clair County Clerk shall send a certified copy of this Resolution to Officials of Ameritech, Governor John Engler, Senator Dan DeGrow, and Representatives Terry London and Karen Willard.

DATED: July 27, 1994

Reviewed and Approved by:


KEITH D. ZICK
COUNTY CORPORATION COUNSEL
110 Huron Boulevard
Marysville, MI 48040

RESOLUTION 94-28

OPPOSING THE STATE OF MICHIGAN DEPARTMENT OF SOCIAL SERVICES' SIXTEENTH DRAFT OF THE FUNDING PROPOSAL FOR THE CHILD CARE FUND

WHEREAS, St. Clair County Probate Court and the Department of Social Services have worked diligently in maintaining Child Care Fund expenditures and serving children in a cost effective manner; and

WHEREAS, the current Child Care Fund formula provides that the State pay 50% of the cost and the County 50% of cost until the State Cap is met; and

WHEREAS, the State of Michigan Department of Social Services on May 6, 1994 introduced a funding proposal labeled "Sixteenth Draft" which proposed to change the Child Care funding formula to provide for the State paying 80% of the cost and the County 20% of the cost except for detention facilities which would require the County to pay 100% of the cost; and

WHEREAS, the Counties will be required to pay 20% of ADC-F Placements which now are paid by the State.

WHEREAS, the net effect of the new funding formula adversely affects 35 Counties including St. Clair County, which would be required to contribute an additional amount of approximately \$180,000 per year.

NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners hereby goes on record opposing the STATE OF MICHIGAN DEPARTMENT OF SOCIAL SERVICES' SIXTEENTH DRAFT OF THE FUNDING PROPOSAL FOR THE CHILD CARE FUND.

BE IT FURTHER RESOLVED, that the St. Clair County Board of Commissioners strongly urges the State of Michigan to address the matter of Child Care Funding in the context of all Court funding and provide for 100% funding of these closely related activities.

BE IT FURTHER RESOLVED, that the St. Clair County Clerk shall send a certified copy of this Resolution to Governor Engler, Senator Dan DeGrow, Representatives Terry London and Karen Willard, and the Michigan Association of Counties.

DATED: July 27, 1994

Reviewed and Approved by:

[Handwritten signature of Keith D. Zick]

KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, MI 48040

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

Revised 94-28

RESOLUTION 94-27
ST. CLAIR COUNTY SEWAGE DISPOSAL SYSTEM V-
ST. CLAIR TOWNSHIP
RESOLUTION APPROVING DPW BOND MATURITIES

County of St. Clair, Michigan

Minutes of a Regular Meeting of the Board of Commissioners of the County of St. Clair, Michigan (the "County"), held in the Township Hall on the 22nd day of June, 1994 at 7:30 o'clock P.m., Eastern Daylight Time.

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

ABSENT: None

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

WHEREAS, the Township of St. Clair (the "Local Unit") has requested the County 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 (the "Project") to service the Local Unit; and

WHEREAS, the County and its Board of Public Works are in the process of completing the financing of the Project; and

WHEREAS, the original total amount and maturities of such financing have been changed.

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

1. The current total estimated financed cost of the Project in the amount of \$675,000 is hereby approved.

1

2

3

RESOLUTION 94-26

SUPPORTING INTRASTATE WASTE FLOW CONTROL
OVER SOLID WASTE

WHEREAS, Public Act 641 of 1978 is being rewritten and a draft has been issued for legislative consideration; and

WHEREAS, that draft contains continued mandates requiring that county governments provide solid waste planning which, among other responsibilities, assures ten (10) years of waste disposal for citizens of their jurisdiction; and

WHEREAS, lack of flow control over movement of waste into and out of counties makes such a mandate difficult if not impossible to fulfill; and

WHEREAS, waste handling services are not controlled as a public utility but presently left to private sector and concepts governing free enterprise; and

WHEREAS, inability to control the flow of waste between counties can and has resulted in market engineering strategies permanently eliminating small to medium size Michigan companies rendering the concept of free enterprise and cost control through competition vulnerable; and

WHEREAS, large waste service companies are increasingly dominating geographic service areas of the state which can and has been known to result in escalating costs and reduced quality in service; and

WHEREAS, citizens benefit from maintained diversity in size and scope of waste service companies; and

WHEREAS, inability to control the flow of waste can result in construction of expensive facilities which cannot, after construction, guarantee sufficient flow to justify investments; and

WHEREAS, inability to control the flow of waste can result in movement of waste generated in one political/geographical location to unknown landfill, incineration or recycling facility destinations; and

WHEREAS, Counties have not received immunity from liability for waste originating in their jurisdiction which is identified and potentially implicated in pollution incidents at other landfills.


NOW, THEREFORE, BE IT RESOLVED: that the St. Clair County Board of Commissioners urgently calls for maintenance of county waste flow control in revisions to Public Act 641 of 1978; and

BE IT FURTHER RESOLVED: that St. Clair County urges its Legislative Delegation, Michigan Counties and Michigan Association of Counties to make support of localized flow control known to the Michigan Legislature and Governor John Engler; and


BE IT FURTHER RESOLVED: that a copy of this Resolution be sent to St. Clair County's Legislative Delegation, Governor John Engler, Senator Dan DeGrow, Representative Terry London, and Representative Karen Willard, and the Michigan Association of Counties.


DATED: JULY 27, 1994

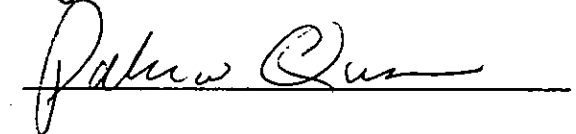
Reviewed and Approved by:



KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, MI 48040







ST. CLAIR COUNTY BOARD OF COMMISSIONERS RESOLUTION
OF WITHDRAWAL FROM SUBURBAN MOBILITY AUTHORITY
FOR REGIONAL TRANSPORTATION ("SMART")

WHEREAS, the Blue Water Area Transportation Commission ("BWATC") unanimously adopted a resolution on May 20, 1994 requesting the St. Clair County Board of Commissioners, by a 2/3, or more, affirmative vote of its members elected to and serving on said County Board of Commissioners, to effectuate a withdrawal of St. Clair County and BWATC from the Suburban Mobility Authority for Regional Transportation ("SMART") in the manner and form of the May 20, 1994, BWATC Resolution attached hereto and made a part hereof; and

WHEREAS, the St. Clair County Board of Commissioners has considered said BWATC Resolution and also considered the positions of BWATC and its Transit Manager and the St. Clair County Board of Commissioners being otherwise informed on the matter.

NOW, THEREFORE, it is hereby resolved that the St. Clair County Board of Commissioners hereby withdraw St. Clair County and BWATC from participation in SMART, with an effective date of said withdrawal being at the close of business on June 30, 1994, which withdrawal is subject to the terms and conditions set forth in said attached May 20, 1994 Resolution of BWATC, which is incorporated in this Resolution by reference and attached hereto; and

BE IT FURTHER RESOLVED, that the Chairperson or the Vice Chairperson of the St. Clair County Board of Commissioners, or either one of them, is hereby authorized and directed to execute any and all documents and instruments, which either one of them determine, in their individual-sole discretion, to be necessary to carry out the intent of this Resolution.

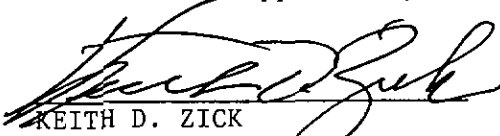
The above Resolution was passed by the seven (7) member St. Clair County Board of Commissioners at a duly called and noticed meeting of said Board on May 25, 1994, with a quorum present, as follows:

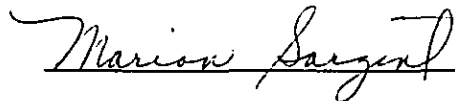
Yeas _____ Nays _____ Abstentions _____ Absent _____


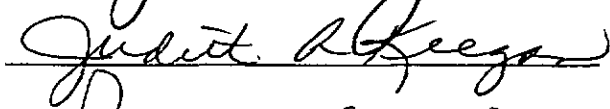
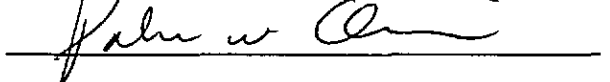
The passage of the above Resolution and said results are certified to this May 25, 1994 by the undersigned Secretary of the St. Clair County Board of Commissioners.

DATED: May 25, 1994

Reviewed and Approved by:


KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, MI 4804


Secretary
St. Clair County Board of Commissioners

RESOLUTION

WHEREAS, the Blue Water Area Transportation Commission ("BWATC") was formed under the Urban Cooperation Act, P.A. 1967, Ex. Sess., No. 7, pursuant to an Interlocal Agreement to Provide Bus Service Within the Port Huron Area dated June 7, 1976, as from time to time thereafter amended, and has continued to provide public transportation in the City of Port Huron, the Charter Township of Fort Gratiot, and by contract with neighboring townships and cities; and

WHEREAS, BWATC has had under consideration, for an extended period of time, the withdrawal from the Suburban Mobility Authority for Regional Transportation ("SMART"), an entity organized and existing under the provisions of Act 204 of the Public Acts of 1967, and, upon recommendation of its Transit Manager, has determined that it is in the best interest of the County of St. Clair and BWATC to withdraw from SMART, effective with the close of business on June 30, 1994 which is the end of BWATC's fiscal year, provided certain understandings are confirmed; and

WHEREAS, BWATC has obtained, through purchase, gift or lease, substantial assets and equipment utilized to provide its transportation services, including the land, bus terminal building and equipment located at 2021 Cleveland Avenue, Port Huron, Michigan, all buses and trolleys and other vehicles used or usable to provide the transportation services and other equipment (collectively "BWATC ASSETS"), which BWATC ASSETS were acquired through federal, state and local funding sources such as UMTA Grant MI-90-X062, Project No. 42000, and State of Michigan Grant-In-Aid 86-1256, proceeds of local millage on real and personal property in the City of Port Huron and Charter Township of Fort Gratiot, and revenues obtained through payment of transportation fares by bus passengers; and

WHEREAS, BWATC has received preliminary indications from officials with SMART that simultaneous with the withdrawal of the County of St. Clair and BWATC from SMART, SMART will convey and transfer any interest in BWATC ASSETS, the same as though said withdrawal had taken place in the manner and during the time period specified in MCLA 124.405(2); and

WHEREAS, the withdrawal of the County of St. Clair and BWATC from SMART at this time requires the 2/3 affirmative vote of the members elected and serving on the St. Clair County Board of Commissioners.

NOW, THEREFORE, in consideration of the foregoing, BWATC:

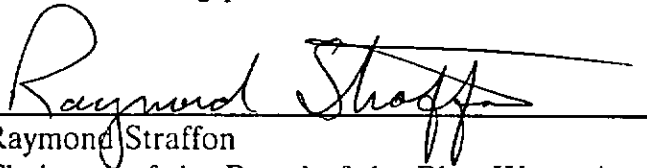
RESOLVES, That BWATC immediately request the St. Clair County Board of Commissioners, by an affirmative vote of 2/3, or more, of the members elected to and serving on the St. Clair County Board of Commissioners approve of County of St. Clair and BWATC's withdrawal from SMART, in the manner and form of the Resolution attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, That the County of St. Clair and BWATC's withdrawal from SMART, effective with the close of business on June 30, 1994, be conditioned on the prior resolution of the Board of Directors of SMART that on or before June 30, 1994, SMART will transfer and convey all of its right, title and interest, if any, in the BWATC ASSETS the same as though said withdrawal had taken place in the manner and during the time period specified in MCLA 124-405(2), and, further, that effective with the close of business on June 30, 1994, SMART, as the successor in interest to Southeastern Michigan Transportation Authority ("SEMTA"), shall

have terminated all right, title and interest in the Lease Agreement Between Southeastern Michigan Transportation Authority and Blue Water Area Transportation Authority for Property dated May 12, 1987 (which covers the land upon which the BWATC bus terminal is located at 2021 Cleveland Avenue, Port Huron, Michigan) and further terminate all right, title and interest in the Lease Agreement Between Southeastern Michigan Transportation Authority and Blue Water Area Transportation Commission for Facility dated May 12, 1987 (which covered the building known as the bus terminal for BWATC located 2021 Cleveland, Port Huron, Michigan), which transfers and termination of interests shall be basically in the manner and form of the SMART Resolution, Quit Claim Deed and Bill of Sale attached to this Resolution and incorporated by reference.

BE IT FURTHER RESOLVED, That BWATC Chairman Raymond Straffon or BWATC Vice Chairman Miles Benedict, or BWATC Transit Manager, James Wilson, or any one of them, be and the same hereby are authorized and directed to execute and deliver any other document or instrument that may be necessary, in their individual sole discretion, to carry out the intent of this Resolution.

The undersigned duly qualified and acting Chairman of the Board of the Blue Water Area Transportation Commission certifies that the foregoing is a true and correct copy of a resolution unanimously adopted at a legally convened meeting of the Blue Water Area Transportation Commission held on May 20, 1994, with all Commissioners being present.



Raymond Straffon
Chairman of the Board of the Blue Water Area
Transportation Commission

Dated: May 20, 1994

ST. CLAIR COUNTY BOARD OF COMMISSIONERS RESOLUTION

WHEREAS, the Blue Water Area Transportation Commission ("BWATC") unanimously adopted a resolution on May 20, 1994 requesting the St. Clair County Board of Commissioners, by a 2/3, or more, affirmative vote of its members elected to and serving on said County Board of Commissioners, to effectuate a withdrawal of St. Clair County and BWATC from the Suburban Mobility Authority for Regional Transportation ("SMART") in the manner and form of the May 20, 1994, BWATC Resolution attached hereto and made a part hereof; and

WHEREAS, the St. Clair County Board of Commissioners has considered said BWATC Resolution and also considered the positions of BWATC and its Transit Manager and the St. Clair County Board of Commissioners being otherwise informed on the matter.

NOW, THEREFORE, it is hereby resolved that the St. Clair County Board of Commissioners hereby withdraw St. Clair County and BWATC from participation in SMART, with an effective date of said withdrawal being at the close of business on June 30, 1994, which withdrawal is subject to the terms and conditions set forth in said attached May 20, 1994 Resolution of BWATC, which is incorporated in this Resolution by reference and attached hereto; and

BE IT FURTHER RESOLVED, that the Chairperson or the Vice Chairperson of the St. Clair County Board of Commissioners, or either one of them, is hereby authorized and directed to execute any and all documents and instruments, which either one of them determine, in their individual-sole discretion, to be necessary to carry out the intent of this Resolution.

The above Resolution was passed by the seven (7) member St. Clair County Board of Commissioners at a duly called and noticed meeting of said Board on May 25, 1994, with a quorum present, as follows:

Yeas _____ Nays _____ Abstentions _____ Absent _____

The passage of the above Resolution and said results are certified to this May 25, 1994 by the undersigned Secretary of the St. Clair County Board of Commissioners.

Secretary
St. Clair County Board of Commissioners

**RESOLUTION OF
SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION**

WHEREAS, the Suburban Mobility Authority For Regional Transportation ("SMART") has received a copy of the St. Clair County Board of Commissioners' ("ST. CLAIR") Resolution dated May 25, 1994, whereby ST. CLAIR voted by affirmative vote of 2/3, or more, of its members elected to and serving on the said St. Clair County Board of Commissioners to withdraw St. Clair County and the Blue Water Area Transportation Commission ("BWATC") from SMART; in accordance with the conditions set forth in the May 20, 1994 Resolution of BWATC requesting the withdrawal of ST. CLAIR and BWATC from SMART attached thereto; and

WHEREAS, following review of said Resolutions and consultation with the Michigan Department of Transportation ("MDOT"), SMART has determined that it is in the best interest of all parties that SMART, by its Board of Directors, pass a Resolution acknowledging that simultaneous with the effective date of the withdrawal of ST. CLAIR and BWATC from SMART, that SMART execute and deliver to ST. CLAIR and/or BWATC such documents as are necessary to clear title in BWATC of all assets currently being utilized by BWATC to perform their public transportation services, including the following: (1) a Quit Claim Deed to the land and bus terminal building located in the City of Port Huron, and out of which BWATC operates its public transportation system; (2) a Bill of Sale to BWATC of any and all interest it has in the buses, trolleys, motor vehicles, equipment and office furnishings, and take such other reasonable action necessary to facilitate said withdrawal.

NOW, THEREFORE, BE IT RESOLVED, That SMART:

1. Acknowledges receipt of the Resolution of ST. CLAIR dated May 25, 1994, wherein ST. CLAIR and BWATC withdrew its membership in SMART effective with the close of business on June 30, 1994, conditioned on the transfer of BWATC ASSETS as described in the said Resolution and the May 20, 1994 Resolution of BWATC attached thereto; and
2. Hereby authorizes the execution and delivery of the Bill of Sale generally in the manner and form of the Bill of Sale attached to this Resolution and made a part hereof, wherein SMART transfers and conveys its interest, if any, to the motor vehicles, rolling stock and other equipment, office furnishings and other assets, used or usable in BWATC's public transportation activities, and further approves the execution and delivery by SMART to BWATC of the Quit Claim Deed covering its interest, if any, in the land and building that houses the bus terminal for BWATC generally in the manner and form of the Quit Claim Deed attached to this Resolution and made a part hereof; and

BE IT FURTHER RESOLVED, That the Chairperson of the Board of Directors of SMART, or the Vice Chairperson of the Board of Directors of SMART, or either one of them, are hereby authorized to execute and deliver said Bill of Sale and said Quit Claim Deed and further execute and deliver the motor vehicle titles and certificates of ownership to all of the buses, trolleys and rolling stock and equipment described in said Bill of Sale and execute and deliver any and all other documents and instruments that either one of them determine, and make such changes in said documents, as either one of them determine, in their sole discretion, necessary and advisable to carry out the intent of this Resolution.

QUIT CLAIM DEED

Drafted by:
Norman D. Beauchamp
627 Fort Street
Port Huron, Michigan 48060
(810) 987-4111

Register's Office - St. Clair County Received for record the
_____ day of _____, 19____, at _____ o'clock
_____m. and recorded in Liber _____ on Page _____
Register of Deeds

KNOW ALL MEN BY THESE PRESENTS, That on the 30th day of June, 1994,

for the sum of Less than One Hundred (\$100.00) Dollars

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION, an entity organized and existing under the provisions of Act 204 of the Public Acts of 1967, as amended, (formerly known as SOUTHEASTERN MICHIGAN TRANSPORTATION AUTHORITY), whose address is 660 Woodward Avenue, Detroit, MI 48226,

QUIT CLAIMS TO

BLUE WATER AREA TRANSPORTATION COMMISSION, an Act 7 Commission, created pursuant to Michigan Public Acts of 1967, P.A. 7, whose address is 2021 Cleveland Avenue, Port Huron, MI 48060,

The following described premises situated in the City of Port Huron, County of St. Clair County, State of Michigan, to-wit:

That part of Outlot "N" Assessor's Military St. Plat No. 3, according to the Plat thereof as recorded in Liber 44 of Plats, Page 8, St. Clair County Register of Deeds Office, lying North of Cleveland Avenue (100 feet wide) particularly described as: Beginning at the intersection of the East line of said Outlot "N" and the North line of Cleveland Avenue; thence North 00° 21' 39" East 233.00 feet along said East line; thence South 89° 06' West 307.00 feet; thence South 00° 21' 39" West 233.00 feet to the North line of Cleveland Avenue; thence North 89° 06' East 307.00 feet along said North line to the beginning. Containing 1.64 acres, more or less, and it subject to any and all easements, restrictions or rights of way of record;

Also known as 2021 Cleveland Avenue, Port Huron, Michigan, and upon which currently is located the bus terminal for Blue Water Area Transportation Commission.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Signed in Presence of:

Signed by:

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

By: _____

Its: _____

And By: _____

Its: _____

STATE OF MICHIGAN)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 1994, by _____ and _____, the _____ and _____ of SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION, on behalf of said Authority.

When Recorded Return To:

Norman D. Beauchamp
627 Fort Street
Port Huron, MI 48060

_____, Notary Public
_____ County, Michigan
My Commission Expires: _____

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, That on June 30, 1994, SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION, an entity organized and existing under the provisions of Act 204 of the Public Acts of Michigan for 1967, as amended, 660 Woodward Avenue, Detroit, MI 48226, ("SMART"), the successor in interest to Southeastern Michigan Transportation Authority, for an in consideration of the sum of One (\$1.00) Dollar, to it paid by BLUE WATER AREA TRANSPORTATION COMMISSION, a public transportation entity formed under the Urban Cooperation Act, P.A. 1967, Ex. Sess., No. 7, pursuant to an Interlocal Agreement to Provide Bus Service Within the Port Huron Area, dated June 7, 1976, located at 2021 Cleveland Avenue, Port Huron, MI 48060 ("BWATC"), the receipt whereof is hereby acknowledged, has bargained and sold, and by these presents does grant and convey, unto BWATC, its successors and assigns, all of SMART'S right, title and interest in the following:

All buses, trolleys, vehicles and rolling stock as set forth in EXHIBIT A, attached hereto and made a part hereof, and further including the computer equipment, portable hoist, bus washer, floor scrubber, parts washer, high-speed balancer, paper shredder, communication and maintenance equipment, office furniture, equipment and supplies, tools, inventory of replacement parts and equipment, and all other machinery, equipment, tools and supplies, used or usable in the public transportation business of BWATC in the City of Port Huron and Charter Township of Fort Gratiot and surrounding townships and cities.

TO HAVE AND TO HOLD the same FOREVER.

IN WITNESS WHEREOF, This Bill of Sale has been executed and delivered this 30th day of June, 1994.

SUBURBAN MOBILITY AUTHORITY
FOR REGIONAL TRANSPORTATION

By: _____

Its General Manager

STATE OF MICHIGAN)
)SS.
COUNTY OF _____)

_____, being duly sworn, deposes and says that he is the General Manager of the SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION and executed and delivered the said Bill of Sale with the knowledge and authority of the Board of Directors.

General Manager

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 1994.

_____, Notary Public
_____, County, Michigan
My Commission Expires: _____

EXHIBIT "A"

BLUE WATER AREA TRANSPORTATION COMMISSION
ROLLING STOCK INVENTORY

BUS NUMBER	MAKE	MODEL YEAR	VEHICLE IDENTIFICATION NUMBER	LICENSE NUMBER	MILES	
1	S-8601	WHEELED COACH	1986	1GBJP32J4G3313542	93X335	158358
2	S-8602	WHEELED COACH	1986	1GBJP32J1G3313613	013X24	171415
3	S-8603	WHEELED COACH	1986	1GBJP32J7G3313406	013X25	136780
4	S-8604	WHEELED COACH	1986	1GBJP32J4G3313590	013X26	163241
5	S-8605	WHEELED COACH	1986	1GBJP32J3G3313452	013X27	149680
6	S-8606	WHEELED COACH	1986	1GBJP32J0G3313473	013X28	154005
7	S-8607	WHEELED COACH	1986	1GBJP32J6G3314899	013X29	151067
8	S-8608	WHEELED COACH	1986	1GBJP32J1G3314910	013X32	146490
9	T-29	BOYERTOWN/GMC	1986	1GBK651FXFV111239	84X641	61722
10	S-553	ORION	1980	0224	79X841	712603
11	S-554	ORION	1980	0225	79X842	751239
12	S-555	ORION	1980	0226	79X848	628927
13	S-557	ORION	1980	0228	79X884	686794
14	S-558	ORION	1980	0229	79X885	789671
15	89133	GOSHEN COACH	1989	1FDKE30M7KHC12814	129X98	109498
16	89132	GOSHEN COACH	1989	1FDKE30M2KHB88437	129X97	111870
17	ST-289	CHEVY PICK UP	1989	1GCHK34J5KE170653	125X41	36922
18	T-31	CHANCE TROLLEY	1991	1C9CS2DS7MW077607	215X20	23166
19	S-560	ORION	1993	2B1118777P6003184	262X15	10344
20	S-561	ORION	1993	2B1118779P6003185	262X16	16790
21	S-562	ORION	1993	2B1118776P6003189	262X17	9783
22	S-563	ORION	1993	2B1118772P6003190	262X18	10150
23	ST-594	S-10 CHEVY BLAZER	1994	1GNDT13W3R0122824	335X81	98

RESOLUTION NO. 94-24

COUNTY BOARD OF COMMISSIONERS
OF THE COUNTY OF ST. CLAIR

AUTHORIZING THE COUNTY DEPARTMENT OF
PUBLIC WORKS TO PROCEED WITH PROJECT

Minutes of a Regular meeting of the County Board of Commissioners of the County of St. Clair, Michigan, held in said county on the 25th day of May, 1994, at 7:30 o'clock P.m., Eastern Daylight Time.

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

ABSENT: Members None

The following preamble and resolution were offered by Member Wisner and supported by Member Dennis.

WHEREAS, the Township of Burtchville 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 \$5,000,000, 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 Consultants: Bendzinski and Company
Detroit, Michigan

As Engineers: Wade-Trim, Inc.
Taylor, Michigan

4. The Township of Burtchville 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 \$5,000,000 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, 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.

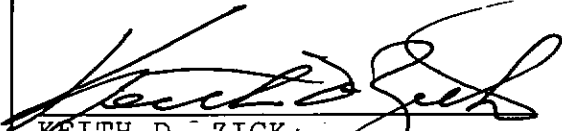
AYES:	Members	<u>Commissioners Dennis, Keegan, Quain, Wall</u>
		<u>Wisner, Mechtenberg -6 One - Abstained-Commissioner</u>
		<u>Acciavatti</u>
NAYS:	Members	<u>None</u>

RESOLUTION DECLARED ADOPTED.

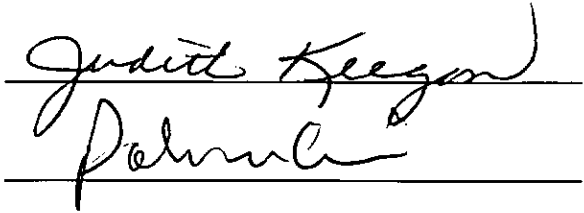

County Clerk

DATED: May 25, 1994

Reviewed and Approved by:



KEITH D. ZICK
Corporation Counsel
110 E. Huron Blvd.
Marysville, MI

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 May 25, 1994, 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

RESOLUTION NO. 94-05

BOARD OF PUBLIC WORKS
OF THE COUNTY OF ST. CLAIR

Minutes of a special meeting of the Board of Public Works of the County of St. Clair, Michigan, held in said county on the 17th day of May, 1994, at 1:00 o'clock P.m., Eastern Daylight Time.

PRESENT: Members Foley, Street,

ABSENT: Members McCormick

The following preamble and resolution were offered by Member Street and supported by Member Foley.

WHEREAS, the Township of Burtchville has presented to this Board a request that the County of St. Clair through the St. Clair County Department of Public Works issue bonds in one or more series in the approximate aggregate total amount of \$5,000,000, payable from contractual payments to be made by said Township to the County of St. Clair through said Department of Public Works, said bonds to finance costs of necessary water system improvements to service said Township (the "Project"); and

WHEREAS, this Board has reviewed said request and the financial and engineering aspects of the Project and has determined the same to be feasible if undertaken by the St. Clair County Department of Public Works and within the scope of the authority of said Department of Public Works; and

WHEREAS, this Board has further determined that the Project is

not financially desirable if undertaken by said Township alone but that said Project is necessary for the public health, safety and welfare of said Township and the inhabitants thereof; and

WHEREAS, this Board has further determined that the aforesaid Project is conducive to the health, safety and welfare of the County of St. Clair in general;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This Board does hereby recommend to the Board of Commissioners of the County of St. Clair that said Board of Commissioners give its approval to the aforesaid Project 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 documents evidencing agreement between the Township of Burtchville 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. The Township will pledge its unlimited tax, full faith and credit to the payment of the Township's contractual obligations to the County of St. Clair, requiring the Township to levy taxes annually to the extent necessary to provide funds to meet all or part of such contractual obligations when due. 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 prior approval or 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 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 said Township and other parties involved for the execution of contracts covering the acquisition, construction, financing and operation of the Project.

3. The said Township and the St. Clair County Department of Public Works recommend the employment of the following consultants already working with the Township in connection with the Project:

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

As Financial Consultants: Bendzinski and Company
Detroit, Michigan

As Engineers: Wade-Trim, Inc.
Taylor, Michigan

4. This Board hereby estimates the total cost of constructing the Project to be \$5,000,000 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.

5. All agreements between this Board and the said Township shall be subject to final approval and ratification by the Board of Commissioners of the County of St. Clair.

6. This Board hereby 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.

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 Foley, Street,

ABSENT: McCormick

NAYS: Members 0

RESOLUTION DECLARED ADOPTED.

Saxdian J. Kelliger
Acting 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 special meeting held on May 17, 1994, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Sandra J. Bellinger
Acting Deputy Secretary

RESOLUTION NO. 94-23

COUNTY BOARD OF COMMISSIONERS
COUNTY OF ST. CLAIR

RESOLUTION ESTABLISHING
WATER SUPPLY SYSTEM
FOR PART OF THE COUNTY OF ST. CLAIR
ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. IX
(BURTCHVILLE TOWNSHIP)

Minutes of a Regular meeting of the Board of Commissioners of the County of St. Clair, Michigan, held in said County on the 25th day of May, 1994, at 7:30 o'clock p.m., Eastern Daylight Time.

PRESENT: Commissioners Acciavatti, Dennis, Keegan, Quain, Wall
Wisner, Mechtenberg -7

ABSENT: Commissioners None

The following preamble and resolution were offered by Commissioner Wisner and supported by Commissioner Dennis:

WHEREAS, the Board of Public Works of the County of St. Clair (the "County") has recommended the establishment by the County of the "St. Clair County Water Supply System No. IX -- Burtchville Township" to service the Township of Burtchville (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. IX (Burtchville Township) (the "System"), for supplying water to the district hereinafter described, the System to consist generally of extensions to the water system and all 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. IX -- BURTCHVILLE TOWNSHIP," shall encompass the following territory:

Municipality: Township of Burtchville

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: Commissioners Dennis, Keegan, Quain, Wall, Wismer,
Mechtenberg -6. One Abstained, Commissioner Acciavatti.

NAYS: Commissioners None

RESOLUTION DECLARED ADOPTED.

Dated: May 25, 1994

Marion Sargent
County Clerk

Reviewed and Approved by:

Keith D. Zick
KEITH D. ZICK
Corporation Counsel
110 E. Huron Blvd.
Marysville, MI 48040

Don Wismer
Judith A. Keegan
John W. ...

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 May 25th, 1994, 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\305316.1\078011-00015

RESOLUTION NO. 94-04

BOARD OF PUBLIC WORKS OF
THE COUNTY OF ST. CLAIR

ESTABLISHING WATER SUPPLY
SYSTEM NO. IX -- BURTCHVILLE TOWNSHIP

Minutes of a Special meeting of the Board of Public Works of the County of St. Clair, Michigan (the "County"), held in said County on the 17th day of May, 1994, at 1:00 o'clock P.m., Eastern Daylight Time.

PRESENT: Members Street, Foley

ABSENT: Members McCormick

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

WHEREAS, the Board of Public Works of the County has received and approved a resolution from the Township of Burtchville, County of St. Clair (the "Township"), to take the necessary steps to establish, construct and finance improvements to the water supply and distribution system in the Township to service the Township, said system to consist generally of extensions to the water system and all 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 Township; and

WHEREAS, the Board of Public Works deems it in the best interests of the Township and the County to recommend adoption by the Board of Commissioners of the County of the attached resolution

which establishes the "St. Clair County Water Supply System No. IX -- Burtchville Township".

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

1. The Board of Public Works of the County does hereby recommend adoption by the County Board of Commissioners of the County of the attached resolution.

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

AYES: Members Foley, Street,

ABSENT: McCormick

NAYS: Members 0

RESOLUTION DECLARED ADOPTED.

Acting Deputy Sandra J. Bellinger Secretary

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, Michigan, at a Special meeting held on May 17, 1994, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Sandra J. Bellinger
Acting Deputy Secretary

RESOLUTION 94-22

URGING THE FEDERAL ADMINISTRATION ON AGING TO
RECONSIDER PROPOSED REGULATIONS ON
INTRASTATE FUNDING FORMULAS

WHEREAS, the Older American Act of 1965, as amended, is intended to benefit all older adults aged sixty (60) years and older with special attention given to those with low incomes and social needs; and

WHEREAS, the Federal Administration on Aging's proposed regulations on intrastate funding formulas are confusing, misleading, and contrary to the intent of Older Americans Act; and

WHEREAS, the proposed regulations would require states to develop new intrastate funding formulas which would unfairly and inequitably redistribute Federal/State funds within their State; and

WHEREAS, the proposed regulations would require certain criteria to be used as the basis of the funding formula:

1. Regions with the largest concentration of low-income, minority older persons would be designated as "protected areas". Low-income being defined as 100% of the Federal poverty levels.
2. "Protected Areas" could never have the percentage of their Federal/State funds reduced; and

WHEREAS, if the proposed regulations are applied in Michigan the only area that qualifies as "protected" is Region 1-A, Detroit; and would require the rest of the State's regions to relinquish funding to support the additional funding for Detroit.


NOW, THEREFORE, BE IT RESOLVED: that the St. Clair County Board of Commissioners does hereby urge the Federal Administration on Aging to:

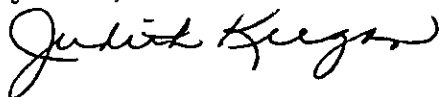
1. Eliminate inequitable criteria of "protected areas".
2. Use 150% of the Federal poverty level to determine "low-income".
3. Allow Michigan to continue to use its long established, fair, and equitable funding formula.

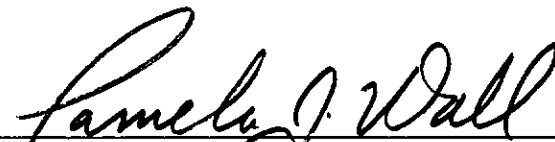

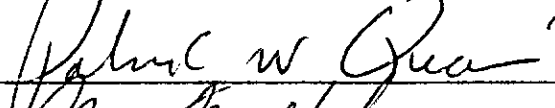
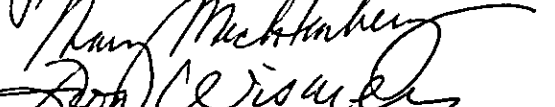

BE IT FURTHER RESOLVED: that the St. Clair County Board of Commissioners directs the Administrator/Controller's Office to forward this resolution to the Federal Administration on Aging, Michigan Office of Services to the Aging, Area Agency on Aging 1-B, and St. Clair County representatives in the Nation Legislature.

DATED: May 11, 1994

Reviewed and Approved by:


KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, MI 48040





St. Clair County Council on Aging, Inc.

P.O. BOX 611927 - PORT HURON, MICHIGAN 48061-1927 - PHONE (313) 987-8811

April 27, 1994

To The Senior Citizens of St. Clair County,

We have just learned that new regulations from the Administration on Aging in Washington could drastically reduce the amount of money available to this County to provide Senior Services. The Older Americans Act was never intended to be a welfare program but these changes would bring it very close to being that.

First, areas that have a large percentage of minority, low income seniors would be named as protected areas and could never have the percentage of their funding reduced. In Michigan the only area that qualifies as "protected" is Detroit. The rest of the State of Michigan would have to relinquish funding to support additional money for Detroit.

Second, the manner or formula that Michigan has used for twenty years to divide the money in the fairest possible way would be changed so that again Detroit would receive the lion's share of the funding and the rest of the State would lose funding. No consideration for low income or minority seniors in any other part of the State would be shown because they do not live in the "protected" area.

Would you please write a letter mentioning these points:

Reconsideration of the "protected areas", because this discriminates against all senior citizens who do not happen to live in the right area.

Allow Michigan to continue to use the same formula for division of the funding. This is a fair formula that considers all seniors in all parts of the State.

Allow 150% of the poverty level to determine "low income" status.

Address your letter to:

Mr. Edwin Walker, Associate Commissioner
Office of State & Community Programs
Administration on Aging, Room 4737
330 Independence Ave SW
Washington, D.C.

Send a copy to:

The Honorable David Bonior
U.S. Representative
Washington, D.C. 20515

Letters must arrive
before May 16, 1994

Thanks for your help.

Marion Bradtke
Services Coordinator

Marion

AREA AGENCY ON AGING 1-B

PRESENTATION ON AoA PROPOSED REGULATIONS
for INTRASTATE FUNDING FORMULAS

The Administration on Aging (AoA) proposed regulations offer a two-criteria test for AoA approval of Intrastate Funding Formulas (Federal Register, 3/17/94, p. 12731). While the proposed guidelines are intended to be "...outcome rather than process oriented and meet a standard of administrative simplicity," the AAA 1-B finds the proposed rules confusing, misleading, arbitrary and contrary to the intent of the Older Americans Act. This analysis is best understood by examining the two-criteria test that is proposed.

1. THE 51% STANDARD.

Before applying the two-criteria test, states must identify those regions in the state with HIGH CONCENTRATIONS OF LOW INCOME MINORITY older people. To do this, states must:

A. Identify the number of low income minority older people in each region (using 100% of poverty level and census data on minorities).

B. Translate each of those numbers into a percent of each region's total older population.

C. Rank the regions in descending order, according to the percent of low income minority older people compared to the total number of older people in each region.

D. Mark a cut-off on the list at the first point where the number of low income minority in the regions constitute 51% of the state's total low income minority older population.

E. The region or regions up to this 51% point are considered the regions with high concentrations of low income minority, and become the standard for judging whether a state formula is approved in AoA's proposed two-criteria test.

F. In Michigan, only Region 1-A falls within this 51% standard.

(See CHART - Identification of AoA's Proposed 51% Standard)

2. THE TWO-CRITERIA TEST.

Now use the 51% standard for low income minority regions to apply the two-criteria test.

A. First Criteria: For a formula to be approved, regions with high concentrations of low income minority (the "51% regions") may not lose money under a new formula, compared to funds they receive under the current formula with the best available data.

- In effect, the "51% regions" are held harmless at their funding levels under the current formula.

- This test is applied to any new formula that would change the formula currently in place.

B. Second Criteria: For a formula to be approved, the "51% regions" may not get less money under a current or proposed formula to be approved than they would get under a Two Factor formula, with the two factors being age 60+ and low income status (100% of poverty level).

AoA's example shows the two factors weighted equally by category, not by population, which is Michigan's traditional weighting method.

1. WEIGHTED POPULATION METHOD: For each formula factor, each individual in that population gets the same weight. Example:

<u>Factor</u>	=	<u>Mich. Population</u>	x	<u>Weight</u>	=	<u>Result/Percent Total</u>	<u>Weighted Population</u>
Age 60+		1,510,397		1		1,510,397	91%
Low Inc.		149,078		1		149,078	9%

Total Weighted Population: 1,659,475

- In effect, a low income older adult has a weight of 2 (i.e. is counted twice for purposes of the formula); a non-low income older adult has a weight of 1 (i.e. is counted once).

- In effect, in Michigan, low income 60+ status would drive 18% of the funds.

2. WEIGHTED CATEGORY METHOD: For each formula factor, the category itself gets the same weight.

Example:

Factor x Weight = Result/Percent Total Weighted Category

Age 60+	1	50%
Low Inc.	1	50%

- In effect, in Michigan, rather than having an equal weighting, a low income older adult would have a weight of 10.13 - greater than 10 times that of a non-low income senior. This means that \$10.73 would be allocated in FY 93 for each non low-income older person, and \$119.43 would be allocated for each low-income person.

- In effect, more than one-half the funds are driven by low income 60+ status, no matter what the actual number of low income elderly is.

- In reality, 57.5% of Michigan's allocation would be driven by low-income because of double-counting - low-income individuals are included in the 60+ category as well.

(See CHART - Results of Weighted Population vs Weighted Category Methods)

3. CONCLUSIONS.

Legislative intent for the Older Americans Act is that all older adults have access to services, and that certain groups of elderly are targeted: those who are low income and those with social needs, with special attention to the needs of low income minority seniors. AoA's proposed two-criteria test, while intended to be a measure of targeting, in fact does not target to most low-income persons, which contradicts the intent of the Older Americans Act, and results in a discriminatory application of the Act.

A. The example in the proposed regulations, which uses the weighted category method for the test's second criteria, is confusing and misleading. It results in a means tested approach to allocating funds, and comes very close to transforming the Older Americans Act into a "welfare" program. AoA must not require states to interpret "weighting" the same way as in the example, but must allow flexibility for states to interpret formula weights using methods that best meet their needs.

B. The use of the 51% cut-off in the low income minority population as the test standard is discriminatory. It does not protect the other 49% of low income minority seniors, nor does it consider the whole population of elderly who are poor, but do not belong to a minority group (more than 74% of the poor in Michigan). AoA

should not use an arbitrary, discriminatory standard that fails to protect targeted populations.

(See CHART - Regional Low Income Data)

- C. The use of 100% of poverty to indicate low income status is not the most accurate nor meaningful way to identify older adults in the greatest economic need. Many public benefit, means-tested programs are already limited to individuals at 100% of the poverty level. In addition, many poor seniors with incomes above this level have great economic need, due to out-of-pocket expenses for food, housing, health care, and medications. 150% of poverty should be used to indicate greatest economic need among the senior population.

(See CHART - Regional Low Income Data)

- D. The use of a "hold harmless" provision for 51% of the low income minority population, or any "hold harmless" provision, is an arbitrary and misleading indication of the results of targeting. A comparison of allocations per capita, for all the regions in a state, is a far more accurate and appropriate indicator of the effects of targeting in a state's formula. If regions that clearly have the largest numbers of low income and minority populations, also show a higher per capita allocation, the state's targeting efforts are achieving their desired effect through the formula. AoA should use a per capita comparison as the clearest test of the outcome of targeting efforts in a state.

(See CHART - Per Capita Comparisons)

4. ADVOCACY POINTS.

The AAA 1-B asks for your advocacy on four major points.

A. STATE FLEXIBILITY FOR CHOICE OF WEIGHTING METHOD.

- The "category weighting" method in AoA's example is too much like means testing, which is against the intent of the Older Americans Act.

- AoA should clarify that states have the flexibility to interpret weighting of formula factors using the method that meets their needs.

- AoA should clarify that states are not required to interpret weighting in the same way as the example in the regulations.

B. AOA'S 51% STANDARD IS DISCRIMINATORY.

- AoA should not use 51% of the low income minority population as the test standard, since this leaves other low income populations not protected, and is therefore discriminatory.

- 49% of the minority low income seniors would not be protected.

- In Michigan, 76.3% of poor older people would not be protected, because they don't live in the "51% Region" - this means 113,729 seniors below the poverty level.

C. 150% OF POVERTY IS MORE ACCURATE INDICATOR OF NEED.

- AoA should use 150% rather than 100% of poverty as the guideline, since this figure shows a level of need not met by many public benefit programs.

- The Older Americans Act is not intended to be a "welfare" program, but to be targeted to people with the greatest needs.

- Many older people who are under 100% of poverty are already eligible for public benefits such as housing, home care, food stamps, etc.

- Many older people just above the poverty level have great needs but are not eligible for means-tested public benefit programs.

D. PER CAPITA COMPARISON IS CLEAREST TEST OF TARGETING.

- AoA should use a per capita comparison as the clearest method of testing the targeting efforts in a state's formula.

- If targeting is successful, the formula will result in areas with higher numbers of targeted older adults receiving a higher per capita allotment of funds.

**HOW TO ADVOCATE ON THE PROPOSED
AOA INTRASTATE FUNDING FORMULA REGULATIONS**

Written comments should be sent directly to the Administration on Aging at the following address:

Mr. Edwin Walker, Associate Commissioner
Office of State and Community Programs
Administration on Aging, Room 4737
330 Independence Avenue SW
Washington D.C. 20201

Copies of your comments should be sent to Senators Donald Riegle and Carl Levin at:

The Honorable (Name)
U.S. Senate
Washington D.C. 20510

Copies of your comments should be sent to your U.S. Representative at:

The Honorable (Name)
U.S. Representative
Washington D.C. 20515

Region 1-B U.S. Representatives are:

Representative David Bonior
Representative Bob Carr
Representative John Dingell
Representative William Ford
Representative Dale Kildee
Representative Joseph Knollenberg
Representative Sander Levin
Representative Nick Smith

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 Section 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 11, 1994

Tom Wisner

Paul W. Owen

Janet K. Keegan

Reviewed and Approved by:

Keith D. Zick

KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, MI 48040

RESOLUTION 94-20

APPROVING COOPERATIVE REIMBURSEMENT IV-D PROGRAM
1993 AMENDMENT
AGREEMENT FOR THE ST. CLAIR COUNTY FRIEND OF THE COURT

WHEREAS, the Michigan Department of Social Services renewed 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.

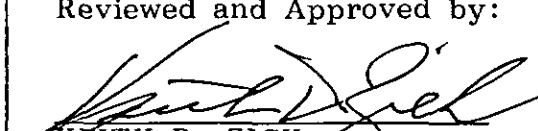
WHEREAS, payment shall be made on the basis of the program budget, a copy of which is attached hereto and made a part hereof, provided that no more than one million, four hundred ninety six thousand, and 11/100 dollars (\$1,496,011.00) shall be paid from combined County and State funds during the life of this agreement, provided further that three hundred seventy nine thousand three hundred eight six and no 1/00 dollars (\$379,386.00) of the above amount is the County's appropriation contributed to Title IV-D Program.



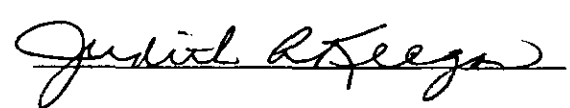
NOW, THEREFORE, BE IT RESOLVED THAT:

1. The St. Clair County Board of Commissioners does hereby approve the execution of the Cooperative Reimbursement Program Amendment 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. 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: May 11, 1994

Reviewed and Approved by:


KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, MI 48040

STATE OF MICHIGAN
DEPARTMENT OF SOCIAL SERVICES
AMENDMENT # 4 - FUNDING FOR 1993

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

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

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

ARTICLE I

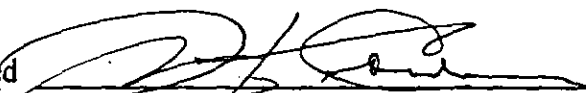
On page nine (9) Section III Paragraph B., the total dollar amount of the Agreement shall be increased as follows: The amount of this Agreement, as appropriated by the Contractor for funding year January 1, 1993 through December 31, 1993, shall be increased by \$157,620.00 to a new total of \$1,496,011.00.

The amount added by this Amendment will be restricted to expenditures from January 1, 1993 through December 31, 1993. 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.

A Cooperative Reimbursement Contract Application for amendment, mutually approved, shall reflect all changes and be included by reference as a part of this Amendment.

This Amendment, effective January 1, 1993, will be attached to the Agreement and made a part thereof.

FOR THE COUNTY OF ST. CLAIR

Signed  Date _____
Chief Circuit Judge

Signed _____ Date _____
Chairperson, County Board of Commissioners

FOR MICHIGAN DEPARTMENT OF SOCIAL SERVICES

Signed _____ Date _____
Gerald H. Miller, Director

TITLE IV-D COOPERTIVE REIMBURSEMENT CONTRACT

BUDGET PROPOSAL

1993 AMENDMENT

F74

A. CONTRACT DESCRIPTION

1. COUNTY <u>ST. CLAIR</u>	4. AMENDMENT _____
2. PROVIDER <u>FOC</u>	5. LINE ITEM TRANSFER _____
3. FUNDING YEAR <u>1993</u>	

COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V	COLUMN VI
B. ALLOCATION	1993 IV-D BUDGET	ADJUSTMENT TO 1993 IV-D BUDGET	REVISED 1993 IV-D BUDGET	1991 IV-D BUDGET	1992 IV-D BUDGET
1. FTE POSITIONS	32.06	0.72425	32.78	32.06	32.57
2. % OF TOTAL FTE POSITIONS	90.30%	2.05%	92.35%	90.30%	91.74
3. CASELOAD % (FOC ONLY)	88.15%	-7.35%	80.80%	88.15%	80.25
C. IV-D BUDGET CATEGORIES	1993 IV-D BUDGET	ADJUSTMENT TO 1993 IV-D BUDGET	REVISED 1993 IV-D BUDGET	1991 IV-D BUDGET	1992 IV-D BUDGET
1. PERSONNEL	\$1,194,528	\$102,975	\$1,297,503	\$1,194,528	\$1,267,697
2. DATA PROCESSING	\$50,447	\$25,026	\$75,473	\$50,447	\$69,599
3. OTHER DIRECT	\$107,467	(\$199)	\$107,268	\$107,467	\$99,726
4. CENTRAL SERVICES	\$91,729	\$34,803	\$126,532	\$91,729	\$108,787
5. PARENTAGE TESTING (PA)		\$0	\$0		
6. TOTAL BUDGET	\$1,444,171	\$162,605	\$1,606,776	\$1,444,171	\$1,545,809
7. SERVICE FEES	(\$105,780)	(\$4,985)	(\$110,765)	(\$105,780)	(\$120,694)
8. OTHER INCOME (DESCRIBE)					
9. NET BUDGET	\$1,338,391	\$157,620	\$1,496,011	\$1,338,391	\$1,425,115
10. COUNTY SHARE \$	\$325,795	\$53,591	\$379,386	\$325,795	\$355,281
11. COUNTY SHARE %	24.34%	34.00%	25.36%	24.34%	24.93%
12. STATE SHARE \$	\$1,012,596	\$104,029	\$1,116,625	\$1,012,596	\$1,069,834
13. STATE SHARE %	75.66%	66.00%	74.64%	75.66%	75.07%

RESOLUTION 94-19

DEMANDING THAT PREVIOUS ACTION TAKEN BY THE BOARD OF DIRECTORS OF THE HUMAN DEVELOPMENT COMMISSION IMPACTING SUBSTANCE ABUSE SERVICES IN ST. CLAIR COUNTY BE IMMEDIATELY RESCINDED

WHEREAS, under the provisions of Michigan Public Act 368 of 1978, as amended, the Human Development Commission (H.D.C.) as the designated Regional Substance Abuse Coordinating Agency for the five (5) County Thumb Region which St. Clair County is a member of; and

WHEREAS, among the responsibilities of the Coordinating Agency is to ensure that there is a comprehensive plan for the delivery of substance abuse treatment services and that necessary and appropriate contracts for the delivery of those services is implemented; and

WHEREAS, the Human Development Commission, on April 20, 1994, enacted contractual actions which negatively impacted on the availability of substance abuse treatment services for the Citizens of St. Clair County by:

1. Notification was not given to the St. Clair County Board of Commissioners prior to the implementation of the contractual actions, and concurring or disagreeing with those actions prior to their implementation.
2. Terminated, in mid-year, the contract with Catholic Social Services of St. Clair County, Inc. an original services provider, without providing adequate rationale for the termination and other impacted contractual agencies.

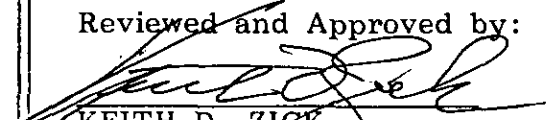
NOW, THEREFORE, BE IT RESOLVED: that the St. Clair County Board of Commissioners does hereby demand that the Board of Directors of the Human Development Commission immediately rescind the contractual actions taken April 20, 1994.


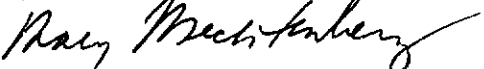
BE IT FURTHER RESOLVED: that the St. Clair County Board of Commissioners urges the Human Development Commission to implement other alternative strategies to control the rate of expenditures for the remainder of the 1993-94 Program Year.


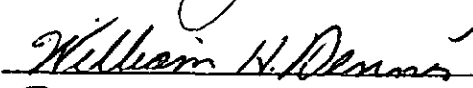

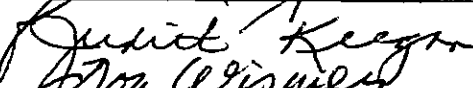
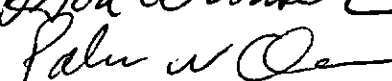
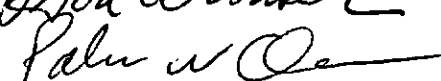
AND BE IT FURTHER RESOLVED: that the St. Clair County Board of Commissioners directs the Administrator/Controller's Office to forward this resolution to the Board of Directors of the Human Development Commission, Michigan Department of Public Health-Center for Substance Abuse Services, the Member Counties of the Thumb Region, and St. Clair County's Representatives in the Michigan Legislature.

DATED: April 27, 1994

Reviewed and Approved by:


KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, MI 48040

RESOLUTION 94-18

AUTHORIZING PLACEMENT OF A QUESTION ON THE
AUGUST 1994 PRIMARY ELECTION BALLOT:
ESTABLISHMENT OF A DEDICATED
PARKS AND RECREATION MILLAGE

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, the Parks and Recreation Advisory Commission completed a comprehensive, coordinated county-wide parks and recreation plan which was subsequently reviewed and adopted by the County Board of Commissioners in 1991; and

WHEREAS, the adopted parks and recreation plan was amended by action of the County Board of Commissioners in August 1993 and March 1994; and

WHEREAS, the adopted parks and recreation plan defines goals and objectives developed through a comprehensive planning effort; and

WHEREAS, the Parks and Recreation Advisory Commission strives to attain those goals in an effort to meet existing and projected parks and recreational needs of county residents as defined in the parks and recreation plan goals and objectives; and

WHEREAS, the pursuit of millage levy to fund improvements and programs at parks throughout the county, both at the local and county level, is a goal of the adopted parks and recreation plan; and

WHEREAS, the Parks and Recreation Advisory Commission has conducted a study of the need for such a millage levy and has concluded that a secure source of funding for parks and recreation is needed in St. Clair County; and

WHEREAS, the Parks and Recreation Advisory Commission has recommended to the County Board of Commissioners that a question be placed on the August 1994 primary election ballot that would create such a millage levy; and

WHEREAS, ballot language asking such a question has been submitted by the Parks and Recreation Advisory Commission and reviewed by the County Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners hereby approves the placement of a question that would establish a dedicated parks and recreation millage on the August 1994 primary election ballot, and that the language that shall appear on the ballot asking this question shall read as follows:


A FIVE YEAR, ONE HALF MILL LEVY FOR THE ACQUISITION, DEVELOPMENT, AND MAINTENANCE OF PARKS, AND RECREATIONAL FACILITIES

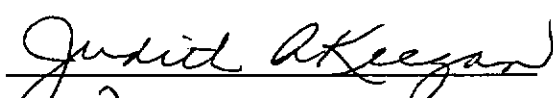

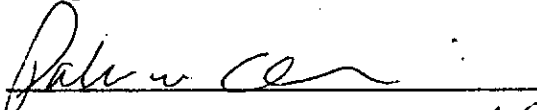




Shall the limitation of the amount of property taxes which may be assessed each year against property in the County of St. Clair, Michigan, be increased in the amount of fifty cents (\$.50) per one thousand (\$1,000.00) dollars (1/2 mill) of the state equalized valuation of all taxable property in the St. Clair County for a period of five (5) years, 1994 through 1998, inclusive, for the purpose of acquiring, developing and maintaining parks and recreational facilities in St. Clair County in accordance with the parks and recreation plan for St. Clair County as adopted and amended?

This question shall be presented to the electorate of St. Clair County at the August, 1994 primary election for consideration.

DATED: April 27, 1994

Reviewed and Approved by:


KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, Mi 48040

**ESTABLISHING REIMBURSEMENT POLICIES FOR THE
TRANSPORT OF A DECEASED PERSON'S BODY**

WHEREAS, the provisions of Public Act 181 of 1953, as amended, (M.C.L. 52.201, 52-205, section 5 (1,2)) provide for the transport of a deceased person's body when the transport has been ordered by the County Medical Examiner or his/her deputy, while in the performance of his/her duties.

NOW, THEREFORE, BE IT RESOLVED: that the St. Clair County Board of Commissioners hereby adopts the following reimbursement policies relative to the transport of a deceased person's body.

1. The County shall only be responsible for reimbursement of the transport of a deceased person's body when the transport has been ordered by the County Medical Examiner or his/her deputy.
2. The County Medical Examiner or his/her deputy shall authorize the transport of a deceased person's body to a morgue or upon his/her determination, another suitable facility.
3. The County shall reimburse an Emergency Medical Service Agency providing transport, on the basis of each vehicle unit utilized for the transport. An Emergency Medical Service Agency vehicle unit shall be considered capable of transporting two (2) deceased persons bodies.
4. In the event an Emergency Medical Service Agency is dispatched to an incident on a public roadway in St. Clair County requiring transport of a deceased person's body and that E.M.S. unit refuses to transport, no reimbursement will be provided under the provisions of St. Clair County Resolution 93-37.
5. All requests for reimbursement of the transport of a deceased person's body must be submitted to the County's Office of Emergency Management within sixty (60) days of the transport, for review and processing of payment.
6. The reimbursement rates per vehicle unit utilized for the transport of the deceased, shall be:


a. Transport Fee for First Body	\$150.00
b. Transport Fee for Each Subsequent Body	\$ 50.00
c. Mileage - one way	\$1.00 per mile

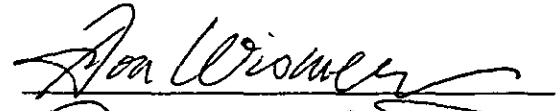


BE IT FURTHER RESOLVED that these policies shall take effect June 1, 1994.

BE IT FURTHER RESOLVED that any and all prior resolutions or parts thereof not consistent herewith, are hereby rescinded.

DATED: April 27, 1994

Reviewed and Approved by:


 KEITH D. ZICK
 County Corporation Counsel
 110 Huron Boulevard
 Marysville, MI 48040

RESOLUTION 94-16

PLACING THE RENEWAL OF THE SENIOR CITIZENS MILLAGE
ON BALLOT FOR AUGUST PRIMARY

WHEREAS, the St. Clair County Board of Commissioners recognizes the need for continued financing of Senior Citizens Services; and

WHEREAS, the County of St. Clair is authorized by Public Act 39 of 1976, being MCL 400:571, MSA 5.3439 (1) et seq., to submit a millage proposition to the electorate at a regularly scheduled election to levy up to one (1) mill for services to older citizens.


NOW, THEREFORE, BE IT RESOLVED THAT:

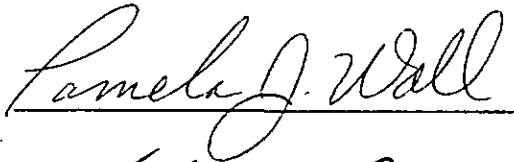
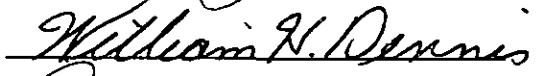

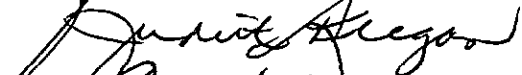



1) The St. Clair County Clerk is hereby directed to place before the electorate of the County of St. Clair, at the August 1994 Primary Election, a request to renew the present Senior Citizens Millage of five-tenths (0.5) mills for a period of four (4) years, being 1994 through 1997, said millage to be used and disbursed for the sole purpose of providing Senior Citizens Services within the County of St. Clair.

2) The said millage election is to be set on the date of the August Primary Election, August 2, 1994.

DATED: April 27, 1994

Reviewed and Approved by:


KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, MI 48040



OFFICE OF COUNTY ADMINISTRATOR/CONTROLLER

County of St. Clair, Michigan

COUNTY BLDG., 201 McMORRAN BLVD., PORT HURON, MI 48060 / (810) 985-2001

DONALD E. DODGE, ChFC — Administrator/Controller

M.E.M.O.

H.S.C./94-08

TO: Donald E. Dodge;
Adminstrator/Controller
and
MEMBERS OF THE ST. CLAIR COUNTY BOARD OF COMMISSION

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

DATE: 3-23-94

RE: RENEWAL OF THE SENIOR CITIZENS MILLAGE

The current Senior Citizens Millage expires at the end of this year.

The St. Clair County Commission On Aging, at its March 22, 1994 meeting, discussed the renewal of the millage and are making the following recommendations to the County Board of Commission.

1. The question of renewing the Senior Citizens Millage be placed on the August 2, 1994 primary election ballot.
2. The ballot language be as follows:

"Shall the present millage of five-tenths (0.5) of a mill per year be renewed for a period of four (4) years, being 1994 through 1997, with the money derived from the millage being used solely for providing services for senior citizens in the County of St. Clair."

This language represents a straight-forward renewal.

RECOMMENDED ACTION: Approval of Resolution #94- ; "Placing The Renewal Of The Senior Citizens Millage On The August Election Primary Ballot"

- ATTACHMENTS:
1. Draft Resolution
 2. Minutes of the Commission On Aging Meeting of 3-22-94
 3. History of the Senior Citizen Millage

A Government of Service



RESOLUTION 94-____

RE: PLACING THE RENEWAL OF THE SENIOR CITIZENS MILLAGE
ON THE AUGUST PRIMARY ELECTION BALLOT

WHEREAS; the St. Clair County Board of Commission recognizes the need for continued financing of Senior Citizens Services; and

WHEREAS; the County of St. Clair is authorized by State of Michigan Public Act 39 of 1976; being M.C.L. 400.571; to submit a millage proposition to the electorate at a regularly scheduled election to levy up to one (1) mill for services to older citizens.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The St. Clair County Clerk is hereby directed to place before the electorate of the County of St. Clair; at the August 1994 Primary Election; a request to renew the present Senior Citizens Millage of five-tenths (0.5) mills for a period of four (4) years, being 1994 through 1997, said millage to be used and disbursed for the sole purpose of providing Senior Citizens Services within the County of St. Clair.
2. The said millage election is to be set on the date of the August Primary Election, August 2, 1994.

DATED: April 27, 1994

Reviewed and Approved By:

SENIOR CITIZENS MILLAGE

I. INITIAL "SPECIAL" ELECTION

DATE: September 11, 1979

AMOUNT: Four-Tenths (0.4) of a mill

LENGTH: Three (3) years; 1979 - 1980 - 1981

LANGUAGE: "Shall additional millage up to four-tenths (0.4) of a mill per year be imposed for a period of three years, being 1979 through 1981, and said moneys to be used and disbursed for the sole purpose of Senior Citizens services in the County of St. Clair?"

II. SECOND ELECTION

DATE: August 3, 1982 (August Primary)

AMOUNT: Four-Tenths (0.4) of a mill

LENGTH: Four (4) years; 1982 - 1983 - 1984 - 1985

LANGUAGE: "Shall the present millage of four-tenths (0.4) of a mill per year be extended for a period of four years, being 1982 through 1985, and said monies be used for the sole purpose of providing Senior Citizens services in the County of St. Clair?"

III. THIRD ELECTION

DATE: August 5, 1986 (August Primary)

AMOUNT: Five-Tenths (0.5) of a mill

LENGTH: Four (4) years; 1986 - 1987 - 1988 - 1989

LANGUAGE: "Shall the millage of five-tenths (0.5) of a mill per year be imposed for a period of four years, being 1986 through 1989, with the money being used for the sole purpose of providing Senior Citizens services in the County of St. Clair?"

IV. FOURTH ELECTION

DATE: August 7, 1990 (August Primary)

AMOUNT: Five-Tenths (0.5) of a mill

LENGTH: Four (4) years; 1990 - 1991 - 1992 - 1993

LANGUAGE: "Shall the present millage of five-tenths (0.5) of a mill per year be extended for a period of four years, being 1990 through 1993, said millage to be used and disbursed for the sole purpose of providing Senior Citizens services in the County of St. Clair?"

V. FIFTH ELECTION

DATE: August 2, 1994 (August Primary)

AMOUNT: Five-Tenths (0.5) of a mill

LENGTH: Four (4) years; 1994 - 1995 - 1996 - 1997

LANGUAGE: "Shall the present millage of five-tenths (0.5) of a mill per year be extended for a period of four years, being 1994 through 1997, said millage to be used and disbursed for the sole purpose of providing Senior Citizens services in the County of St. Clair?"

RESOLUTION 94-15

RELATING TO THE STATE OF MICHIGAN'S OBLIGATION TO
SUFFICIENTLY FUND TRIAL COURT EXPENSES AS OBLIGATED
UNDER MCL 600.9947 (1)

WHEREAS, the State of Michigan has been obligated since 1988 to provide full state funding for the trial court operations.

WHEREAS, the State of Michigan has amended MCL 600.9947(1) through 1993 PA 189 so that the statute now obligates the State to annually finance 31.5% of the trial court expenses funded, offset by 31.5% of the state payments received by the trial courts and 31.5% of certain revenue generated by the trial courts and retained by the funding unit; and

WHEREAS, St. Clair County has joined 79 other counties and a majority of the other local units of government which presently fund the trial courts in a lawsuit to compel the State to fulfill its obligations under MCL 600.9947 (1); and

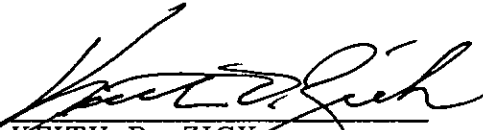
WHEREAS, the Michigan Court of Appeals has held that this statute imposes a binding financial commitment on the State of Michigan, obligates the State of Michigan to appropriate the amounts specified in this statute directly to the trial courts, and that local units of government have no damage remedy should they fund the state's portion of trial court operational costs even in the absence of the state's failure to follow MCL 600.9947 (1).

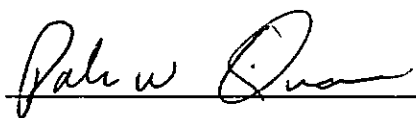

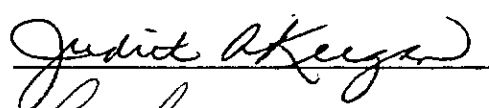

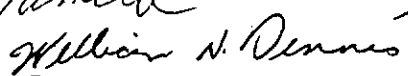


NOW, THEREFORE, BE IT RESOLVED that the County of St. Clair remains committed to finding a permanent state-wide solution to the inequities and insufficiencies of the current system of trial court financing and that neither the terms of this Resolution nor its continued financing of a part of trial court operations should be viewed as a voluntary payment nor as a waiver of any of its constitutional claims that the State is obligated to fully finance the trial courts.

BE IT FURTHER RESOLVED that the St. Clair County Clerk is instructed to forward a copy of this Resolution to Governor Engler, its representative contingent in the State Legislature, the State Court Administrator, and legal counsel for the trial court funding class.

DATED: April 27, 1994

Reviewed and Approved by:


KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, MI 48040

RESOLUTION 94-14

PLACING A COUNTY LIBRARY MILLAGE ON THE BALLOT
FOR THE AUGUST PRIMARY

WHEREAS, the St. Clair County Library was established under the authorization of Public Act 138 of 1917, as the first county library in Michigan; and

WHEREAS, the St. Clair County Board of Commissioners is fully aware of the County Library's cultural, educational, and informational services being an important function of the quality of life in our community; and

WHEREAS, the St. Clair County Board of Commissioners recognizes the need for more financial support to the County Library System in addition to its appropriation to the Library System; and

WHEREAS, Article IX, Section 6 of the Michigan Constitution of 1963 provides that the fifteen mills limitation on property taxes therein imposed may be altered by a vote of the majority of the qualified electors of the County; and

WHEREAS, it is the desire of the St. Clair County Board of Commissioners to permit the electorate of the County to express its view on the question of the library millage funding for the operation of the St. Clair County Library System including its outreach services and branch libraries.

NOW, THEREFORE, BE IT RESOLVED THAT:

The St. Clair County Clerk is hereby directed to place before the electorate of the County of St. Clair at the August 1994 Primary Election, a library millage proposition in the following form on August 2, 1994 election ballots:

APPROVING 1994 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 provisions 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

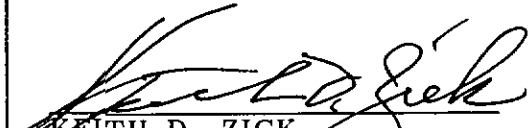
WHEREAS, the St. Clair County Department of Equalization has, in accordance with the aforementioned constitutional and statutory provisions prepared a tabular statement of the assessed and equalized values of 50% of the true cash value of the real and personal property of the various townships and cities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


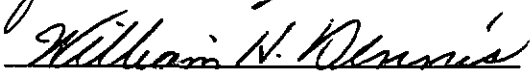
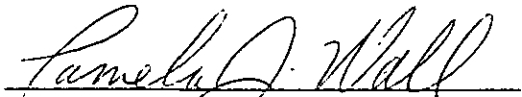
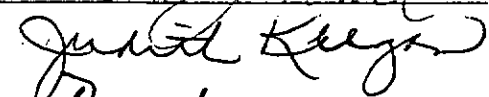


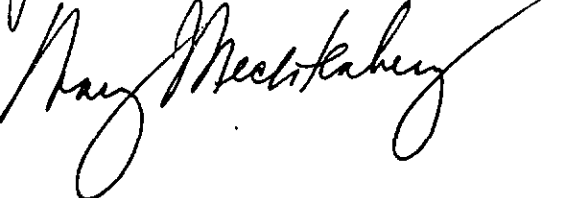
NOW, THEREFORE, BE IT RESOLVED THAT:

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 27, 1994

Reviewed and Approved by:


KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, MI 48040

ST. CLAIR COUNTY 1994 EQUALIZATION REPORT

DATED: APRIL 19 1994

DATE ADOPTE: _____

TOWNSHIPS	1994 ASSESSED VALUE		TOTAL	1994 EQUALIZED VALUE		PERCENT OF COUNTY TOTAL		REAL PROPERTY FACTOR	PERSONAL PROPERTY FACTOR
	REAL	PERSONAL		REAL	PERSONAL	REAL	PERSONAL		
BERLIN TOWNSHIP									
AGRICULTURAL	11,648,080		11,648,080	11,648,080		5.25287	5.25287	1.00000	
COMMERCIAL	536,250		536,250	536,250		.17947	.17947	1.00000	
INDUSTRIAL	41,025		41,025	41,025		.00569	.00569	1.00000	
RESIDENTIAL	31,373,523		31,373,523	31,373,523		1.74344	1.74344	1.00000	
DEVELOPMENTAL									
TOTAL	43,598,878		43,598,878	43,598,878		1.43354	1.62721	1.45392	1.00000
DOCKWAY TOWNSHIP									
AGRICULTURAL	9,333,800		9,333,800	9,333,800		4.20921	4.20921	1.00000	
COMMERCIAL	937,150		937,150	937,150		.31363	.31363	1.00000	
INDUSTRIAL	154,850		154,850	154,850		.02147	.02147	1.00000	
RESIDENTIAL	12,015,985		12,015,985	12,015,985		.66773	.66773	1.00000	
DEVELOPMENTAL									
TOTAL	22,441,785		22,441,785	22,441,785		.73789	.38995	.70126	1.00000
BURTRICHVILLE TOWNSHIP									
AGRICULTURAL	12,975,544		12,975,544	12,975,544		5.85150	5.85150	1.00000	
COMMERCIAL	2,728,250		2,728,250	2,728,250		.91305	.91305	1.00000	
INDUSTRIAL	246,300		246,300	246,300		.03415	.03415	1.00000	
RESIDENTIAL	46,995,151		46,995,151	46,995,151		2.61154	2.61154	1.00000	
DEVELOPMENTAL									
TOTAL	62,945,245		62,945,245	62,945,245		2.06965	.46997	1.90125	1.00000
CASCO TOWNSHIP									
AGRICULTURAL	11,384,939		11,384,939	11,384,939		5.13420	5.13420	1.00000	
COMMERCIAL	2,290,929		2,290,929	2,290,929		.76670	.76670	1.00000	
INDUSTRIAL	2,067,003		2,067,003	2,067,003		.28657	.28657	1.00000	
RESIDENTIAL	44,086,319		44,086,319	44,086,319		2.44990	2.44990	1.00000	
DEVELOPMENTAL									
TOTAL	59,829,190		59,829,190	59,829,190		1.96719	2.21843	1.99364	1.00000
CHINA TOWNSHIP									
AGRICULTURAL	17,633,675		17,633,675	17,633,675		7.95215	7.95215	1.00000	
COMMERCIAL	1,795,700		1,795,700	1,795,700		.60096	.60096	1.00000	
INDUSTRIAL	339,394,350		339,394,350	339,394,350		47.05428	47.05428	1.00000	
RESIDENTIAL	35,801,625		35,801,625	35,801,625		1.98951	1.98951	1.00000	
DEVELOPMENTAL									
TOTAL	394,625,350		394,625,350	394,625,350		12.97532	6.75876	12.32090	1.00000
CLAY TOWNSHIP									
AGRICULTURAL	4,638,700		4,638,700	4,638,700		2.09189	2.09189	1.00000	
COMMERCIAL	14,727,000		14,727,000	14,727,000		4.92864	4.92864	1.00000	
INDUSTRIAL	1,797,800		1,797,800	1,797,800		.24925	.24925	1.00000	
RESIDENTIAL	235,023,550		235,023,550	235,023,550		13.06036	13.06036	1.00000	
DEVELOPMENTAL									
TOTAL	256,187,050		256,187,050	256,187,050		8.42346	2.00366	7.74764	1.00000

ST. CLAIR COUNTY 1994 EQUALIZATION REPORT

DATED: APRIL 19 1994

DATE ADOPTED: _____

TOWNSHIPS	1994 ASSESSED VALUE		TOTAL	1994 EQUALIZED VALUE		PERCENT OF COUNTY		TOTAL	REAL PROPERTY FACTOR	PERSONAL PROPERTY FACTOR
	REAL	PERSONAL		REAL	PERSONAL	REAL	PERSONAL			
CLYDE TOWNSHIP										
AGRICULTURAL	5,191,200		5,191,200	5,191,200		2.34104		2.34104	1.00000	
COMMERCIAL	1,547,400		1,547,400	1,547,400		.51786		.51786	1.00000	
INDUSTRIAL	124,700		124,700	124,700		.01729		.01729	1.00000	
RESIDENTIAL	71,015,000		71,015,000	71,015,000		3.94633		3.94633	1.00000	
DEVELOPMENTAL										
TOTAL	77,878,300	3,385,000	81,263,300	77,878,300	3,385,000	2.56065	.94596	2.39067		1.00000
UM8US TOWNSHIP										
ICULTURAL	14,933,675		14,933,675	14,933,675		6.73455		6.73455	1.00000	
COMMERCIAL	1,493,800		1,493,800	1,493,800		.49993		.49993	1.00000	
INDUSTRIAL	1,360,350		1,360,350	1,360,350		.18860		.18860	1.00000	
RESIDENTIAL	45,781,747		45,781,747	45,781,747		2.54411		2.54411	1.00000	
DEVELOPMENTAL										
TOTAL	63,569,572	17,427,998	80,997,570	63,569,572	17,427,998	2.09017	4.87037	2.38285		1.00000
COTRELLVILLE TOWNSHIP										
AGRICULTURAL	7,786,900		7,786,900	7,786,900		3.51161		3.51161	1.00000	
COMMERCIAL	2,659,000		2,659,000	2,659,000		.88988		.88988	1.00000	
INDUSTRIAL	1,242,100		1,242,100	1,242,100		.17221		.17221	1.00000	
RESIDENTIAL	47,847,000		47,847,000	47,847,000		2.65888		2.65888	1.00000	
DEVELOPMENTAL										
TOTAL	59,535,000	4,237,045	63,772,045	59,535,000	4,237,045	1.95752	1.18407	1.87610		1.00000
EAST CHINA TOWNSHIP										
AGRICULTURAL	1,115,600		1,115,600	1,115,600		.50310		.50310	1.00000	
COMMERCIAL	5,038,600		5,038,600	5,038,600		1.68625		1.68625	1.00000	
INDUSTRIAL	224,789,800		224,789,800	224,789,800		31.16529		31.16529	1.00000	
RESIDENTIAL	73,108,250		73,108,250	73,108,250		4.06266		4.06266	1.00000	
DEVELOPMENTAL										
TOTAL	304,052,250	21,183,850	325,236,100	304,052,250	21,183,850	9.99727	5.91997	9.56805		1.00000
EMMETT TOWNSHIP										
AGRICULTURAL	9,366,425		9,366,425	9,366,425		4.22392		4.22392	1.00000	
COMMERCIAL	586,800		586,800	586,800		.19638		.19638	1.00000	
INDUSTRIAL	845		845	845		.00012		.00012	1.00000	
RESIDENTIAL	13,407,225		13,407,225	13,407,225		.74505		.74505	1.00000	
DEVELOPMENTAL										
TOTAL	23,361,295	1,396,523	24,757,818	23,361,295	1,396,523	.76812	.39027	.72834		1.00000
FORT GRATIOT TOWNSHIP										
AGRICULTURAL	2,112,700		2,112,700	2,112,700		.95275		.95275	1.00000	
COMMERCIAL	56,570,350		56,570,350	56,570,350		18.93222		18.93222	1.00000	
INDUSTRIAL	22,500		22,500	22,500		.00312		.00312	1.00000	
RESIDENTIAL	145,982,425		145,982,425	145,982,425		8.11230		8.11230	1.00000	
DEVELOPMENTAL										
TOTAL	204,687,975	15,768,025	220,456,000	204,687,975	15,768,025	6.73016	4.40648	6.48554		1.00000

ST. CLAIR COUNTY 1994 EQUALIZATION REPORT

DATED: APRIL 19 1994

DATE ADOPTED: _____

TOWNSHIPS	1994 ASSESSED VALUE		1994 EQUALIZED VALUE		PERCENT OF COUNTY TOTAL		REAL PROPERTY FACTOR	PERSONAL PROPERTY FACTOR
	REAL	PERSONAL	REAL	PERSONAL	REAL	PERSONAL		
GRANT TOWNSHIP								
AGRICULTURAL	8,627,669		8,627,669		3.89077		3.89077	1.00000
COMMERCIAL	377,675		377,675		.12640		.12640	1.00000
INDUSTRIAL	222,700		222,700		.03088		.03088	1.00000
RESIDENTIAL	10,357,420		10,357,420		.57557		.57557	1.00000
DEVELOPMENTAL								
TOTAL	19,585,464		19,585,464		.64397		.64397	1.00000
ENWOOD TOWNSHIP								
ICULTURAL	7,632,950		7,632,950		3.44219		3.44219	1.00000
LUMERICAL	39,760		39,760		.01331		.01331	1.00000
INDUSTRIAL	57,373,275		57,373,275		7.95434		7.95434	1.00000
RESIDENTIAL	6,066,445		6,066,445		.33711		.33711	1.00000
DEVELOPMENTAL								
TOTAL	71,112,430		71,112,430		2.33818		2.33818	1.00000
IRA TOWNSHIP								
AGRICULTURAL	10,348,200		10,348,200		4.66667		4.66667	1.00000
COMMERCIAL	12,577,250		12,577,250		4.20919		4.20919	1.00000
INDUSTRIAL	3,982,900		3,982,900		.55220		.55220	1.00000
RESIDENTIAL	61,274,550		61,274,550		3.40505		3.40505	1.00000
DEVELOPMENTAL								
TOTAL	88,182,900		88,182,900		2.89946		2.89946	1.00000
KENCKEE TOWNSHIP								
AGRICULTURAL	10,984,650		10,984,650		4.95368		4.95368	1.00000
COMMERCIAL	319,950		319,950		.10708		.10708	1.00000
INDUSTRIAL	217,070		217,070		.03009		.03009	1.00000
RESIDENTIAL	16,602,365		16,602,365		.92260		.92260	1.00000
DEVELOPMENTAL								
TOTAL	28,124,035		28,124,035		.92472		.92472	1.00000
KIMBALL TOWNSHIP								
AGRICULTURAL	9,428,750		9,428,750		4.25203		4.25203	1.00000
COMMERCIAL	12,619,200		12,619,200		4.22323		4.22323	1.00000
INDUSTRIAL	1,138,300		1,138,300		.15782		.15782	1.00000
RESIDENTIAL	58,346,825		58,346,825		3.24236		3.24236	1.00000
DEVELOPMENTAL								
TOTAL	81,533,075		81,533,075		2.68082		2.68082	1.00000
LYNN TOWNSHIP								
AGRICULTURAL	9,306,800		9,306,800		4.19703		4.19703	1.00000
COMMERCIAL	19,500		19,500		.00653		.00653	1.00000
INDUSTRIAL								
RESIDENTIAL	5,165,305		5,165,305		.28704		.28704	1.00000
DEVELOPMENTAL								
TOTAL	14,491,605		14,491,605		.47649		.47649	1.00000

ST. CLAIR COUNTY 1994 EQUALIZATION REPORT

DATED: APRIL 19 1994

DATE ADOPTED: _____

TOWNSHIPS	1994 ASSESSED VALUE			1994 EQUALIZED VALUE			PERCENT OF COUNTY		TOTAL REAL PROPERTY FACTOR	TOTAL PERSONAL PROPERTY FACTOR
	REAL	PERSONAL	TOTAL	REAL	PERSONAL	TOTAL	REAL	PERSONAL		
MUSSEY TOWNSHIP										
AGRICULTURAL	9,855,325		9,855,325	9,855,325		9,855,325	4.44440		4.44440	1.00000
COMMERCIAL	3,678,200		3,678,200	3,678,200		3,678,200	1.23097		1.23097	1.00000
INDUSTRIAL	558,150		558,150	558,150		558,150	.07738		.07738	1.00000
RESIDENTIAL	27,006,162		27,006,162	27,006,162		27,006,162	1.50074		1.50074	1.00000
DEVELOPMENTAL										
TOTAL	41,097,837	26,820,445	67,918,282	41,097,837	26,820,445	67,918,282	1.35130	7.49515	1.99807	1.00000
JRI HURON TOWNSHIP										
AGRICULTURAL	197,850		197,850	197,850		197,850	.08922		.08922	1.00000
COMMERCIAL	28,190,750		28,190,750	28,190,750		28,190,750	9.43451		9.43451	1.00000
INDUSTRIAL	3,192,475		3,192,475	3,192,475		3,192,475	.44261		.44261	1.00000
RESIDENTIAL	81,782,345		81,782,345	81,782,345		81,782,345	4.54468		4.54468	1.00000
DEVELOPMENTAL										
TOTAL	113,363,420	15,804,800	129,168,220	113,363,420	15,804,800	129,168,220	3.72740	4.41676	3.79997	1.00000
RILEY TOWNSHIP										
AGRICULTURAL	14,367,325		14,367,325	14,367,325		14,367,325	6.47915		6.47915	1.00000
COMMERCIAL	1,048,942		1,048,942	1,048,942		1,048,942	.35105		.35105	1.00000
INDUSTRIAL	172,650		172,650	172,650		172,650	.02394		.02394	1.00000
RESIDENTIAL	27,001,945		27,001,945	27,001,945		27,001,945	1.50051		1.50051	1.00000
DEVELOPMENTAL										
TOTAL	42,590,862	3,983,468	46,574,330	42,590,862	3,983,468	46,574,330	1.40039	1.11321	1.37016	1.00000
ST. CLAIR TOWNSHIP										
AGRICULTURAL	19,556,619		19,556,619	19,556,619		19,556,619	8.81933		8.81933	1.00000
COMMERCIAL	5,100,665		5,100,665	5,100,665		5,100,665	1.70702		1.70702	1.00000
INDUSTRIAL	1,784,180		1,784,180	1,784,180		1,784,180	.24736		.24736	1.00000
RESIDENTIAL	87,151,917		87,151,917	87,151,917		87,151,917	4.84307		4.84307	1.00000
DEVELOPMENTAL										
TOTAL	113,593,381	11,355,786	124,949,167	113,593,381	11,355,786	124,949,167	3.73496	3.11745	3.67585	1.00000
MALES TOWNSHIP										
AGRICULTURAL	13,053,780		13,053,780	13,053,780		13,053,780	5.88679		5.88679	1.00000
COMMERCIAL	505,700		505,700	505,700		505,700	.16924		.16924	1.00000
INDUSTRIAL	324,250		324,250	324,250		324,250	.04495		.04495	1.00000
RESIDENTIAL	23,115,817		23,115,817	23,115,817		23,115,817	1.28456		1.28456	1.00000
DEVELOPMENTAL										
TOTAL	36,999,547	3,677,992	40,677,539	36,999,547	3,677,992	40,677,539	1.21655	1.02784	1.19668	1.00000
TOTAL TOWNSHIPS										
	2,223,386,446	210,257,868	2,433,644,314	2,223,386,446	210,257,868	2,433,644,314	73.10517	58.75798		

ST. CLAIR COUNTY 1994 EQUALIZATION REPORT

DATED: APRIL 19 1994

DATE ADOPTED: _____

CITIES	1994 ASSESSED VALUE		1994 EQUALIZED VALUE		PERCENT OF COUNTY TOTAL		REAL PROPERTY FACTOR	PERSONAL PROPERTY FACTOR
	REAL	PERSONAL	TOTAL	REAL	PERSONAL	TOTAL		
CITY OF ALGONAC								
AGRICULTURAL								
COMMERCIAL	7,755,865		7,755,865	7,755,865	2.59563	2.59563	1.00000	
INDUSTRIAL	48,500		48,500	48,500	.00672	.00672	1.00000	
RESIDENTIAL	56,938,750		56,938,750	56,938,750	3.16411	3.16411	1.00000	
DEVELOPMENTAL								
TOTAL	64,743,115		66,710,406	66,710,406	2.12876	.54977	1.96254	1.00000
CITY OF MARINE CITY								
AGRICULTURAL								
COMMERCIAL	11,715,007		11,715,007	11,715,007	3.92062	3.92062	1.00000	
INDUSTRIAL	6,128,008		6,128,008	6,128,008	.84960	.84960	1.00000	
RESIDENTIAL	48,308,489		48,308,489	48,308,489	2.68452	2.68452	1.00000	
DEVELOPMENTAL								
TOTAL	66,417,504		73,179,983	66,417,504	2.18381	1.88982	2.15287	1.00000
CITY OF MARYSVILLE								
AGRICULTURAL								
COMMERCIAL	20,031,900		20,031,900	20,031,900	6.70401	6.70401	1.00000	
INDUSTRIAL	40,717,261		40,717,261	40,717,261	5.64512	5.64512	1.00000	
RESIDENTIAL	118,892,900		118,892,900	118,892,900	6.60693	6.60693	1.00000	
DEVELOPMENTAL								
TOTAL	179,642,061		240,882,294	179,642,061	5.90665	17.11400	7.08646	1.00000
CITY OF MEMPHIS								
AGRICULTURAL								
COMMERCIAL	725,108		725,108	725,108	.24267	.24267	1.00000	
INDUSTRIAL	3,356,731		3,356,731	3,356,731	.18653	.18653	1.00000	
RESIDENTIAL	4,081,839		4,551,090	4,081,839	.13421	.13114	.13389	1.00000
DEVELOPMENTAL								
TOTAL	4,081,839		4,551,090	4,081,839	.13421	.13114	.13389	1.00000
CITY OF PORT HURON								
AGRICULTURAL								
COMMERCIAL	85,682,450		85,682,450	85,682,450	28.67507	28.67507	1.00000	
INDUSTRIAL	26,672,200		26,672,200	26,672,200	3.69788	3.69788	1.00000	
RESIDENTIAL	262,351,725		262,351,725	262,351,725	14.57899	14.57899	1.00000	
DEVELOPMENTAL								
TOTAL	374,706,375		437,945,425	374,706,375	12.32038	17.67258	12.88382	1.00000
CITY OF ST. CLAIR								
AGRICULTURAL								
COMMERCIAL	13,663,975		13,663,975	13,663,975	4.57288	4.57288	1.00000	
INDUSTRIAL	6,673,520		6,673,520	6,673,520	.92523	.92523	1.00000	
RESIDENTIAL	89,325,598		89,325,598	89,325,598	4.96386	4.96386	1.00000	
DEVELOPMENTAL								
TOTAL	109,663,093		12,228,516	121,891,609	3.60573	3.41734	3.58590	1.00000

ST. CLAIR COUNTY 1994 EQUALIZATION REPORT

DATED: APRIL 19 1994

DATE ADOPTED: _____

CITIES	1994 ASSESSED VALUE			1994 EQUALIZED VALUE			PERCENT OF COUNTY TOTAL		REAL PROPERTY FACTOR		PERSONAL PROPERTY FACTOR	
	REAL	PERSONAL	TOTAL	REAL	PERSONAL	TOTAL	REAL	PERSONAL	TOTAL	REAL	PERSONAL	TOTAL
CITY OF YALE												
AGRICULTURAL												
COMMERCIAL	3,841,550		3,841,550	3,841,550		3,841,550	1.28564		1.28564	1.00000		1.00000
INDUSTRIAL	835,600		835,600	835,600		835,600	.11585		.11585	1.00000		1.00000
RESIDENTIAL	14,035,575		14,035,575	14,035,575		14,035,575	.77996		.77996	1.00000		1.00000
DEVELOPMENTAL												
TOTAL	18,712,725	1,672,435	20,385,160	18,712,725	1,672,435	20,385,160	.61528	.46737	.59971			1.00000
TOTAL CITIES	817,966,712	147,579,255	965,545,967	817,966,712	147,579,255	965,545,967	26.89483	41.24202				
GRAND TOTALS	3,041,353,158	357,837,123	3,399,190,281	3,041,353,158	357,837,123	3,399,190,281	100.00000	100.00000	100.00000			100.00000

RESOLUTION 94-12

SUPPORTING THE HOME AND COMMUNITY BASED
MEDICAID WAIVER PROGRAM

WHEREAS, the St. Clair County Board of Commissioners has maintained a close and productive relationship with the Area Agency on Aging 1-B (AAA 1-B) over the past twenty years to assure the development of services and programs which are responsive to the needs of the county's 24,000 older adults and supports their independence in the least restrictive setting; and

WHEREAS, St. Clair County government and service providers were instrumental in 1989 in securing state funds for the AAA 1-B to establish a Community Care Management program targeted at the most frail elderly who are assessed, and services arranged according to a specific care plan; and

WHEREAS, the AAA 1-B Community Care Management program has gained the respect of St. Clair County's human service agencies, and public endorsement by the St. Clair County Department of Social Services, for its accomplishment in providing effective and essential intervention and assistance for the most vulnerable older adults in the County; and

WHEREAS, the Michigan Department of Social Services (DSS) and the Office of Services to the Aging (OSA) secured a Home and Community-Based Medicaid Waiver from the Health Care Finance Administration (HCFA) which can enable a Community Care Management program to significantly expand its ability to serve many more frail elderly, as well as disabled persons over the age of 18, by using Medicaid resources to purchase up to fourteen essential services; and

WHEREAS, the Medicaid Waiver Program has been particularly successful in reaching older adults and the disabled who otherwise would not have access to in-home services because of their low income and asset levels, their frailty, and their lack of family support systems; and

WHEREAS, only 14 Michigan counties have thus far been selected by DSS and OSA to implement the Medicaid Waiver during the first phase of the demonstration program, and unfortunately St. Clair County has yet to be selected though qualified and ready to add the Waiver program; and

WHEREAS, DSS and OSA will soon submit a five-year plan to the HCFA to extend the Medicaid Waiver and to expand it on a phased basis to other counties in Michigan; and

RESOLUTION NO. 94- 11

ST. CLAIR COUNTY

RESOLUTION TO APPROVE APPLICATION TO THE DEPARTMENT OF
NATURAL RESOURCES FOR FUNDS TO MAKE STRUCTURAL RENOVATIONS
TO THE COMMUNITY CENTER AT THE COUNTY PARK IN GOODELLS

WHEREAS, the County will make application to the Michigan Department of Natural Resources for funds to make structural renovations to the Community Center at the County Park in Goodells, and

WHEREAS, the Community Center supports many of the recreational activities that occur at the county park, and

WHEREAS, the Community Center acts as a meeting place for many of the park users throughout the year, and

WHEREAS, the County's recreation plan identifies the Community Center as a facility that will be converted into a full time nature education center and recreation service facility, and

WHEREAS, the planned improvements represent the first phase of several required to convert the facility and accommodate future uses, and


WHEREAS, the County has conducted a public hearing on this matter as required by the Michigan Department of Natural Resources,

NOW, THEREFORE, BE IT RESOLVED that the County Board of Commissioners of St. Clair County does hereby authorize and grant its support for the application by the County of St. Clair to the Michigan Department of Natural Resources to obtain matching funds for renovations to the Community Center structure at the county park in Goodells.


BE IT FURTHER RESOLVED, that the County, through authority of its County Board of Commissioners, does hereby commit to providing the necessary matching funds upon award of a grant as well as providing maintenance for the project once it is completed.

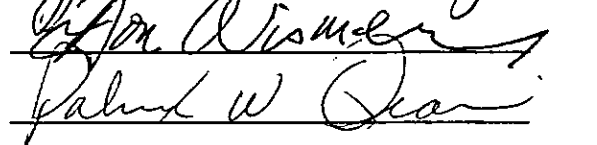
DATED: March 23, 1994

Reviewed and Approved by:



KEITH ZICK
110 Huron Boulevard
Marysville, Michigan 48040





Paul W. Dean

RESOLUTION 94 - 10

COUNTY OF ST. CLAIR

**RESOLUTION TO APPROVE APPLICATION TO THE DEPARTMENT OF
NATURAL RESOURCES FOR FUNDS TO CONSTRUCT A BATHROOM FACILITY
AND ACCESSIBILITY IMPROVEMENTS AT THE COUNTY PARK IN GOODELLS**

WHEREAS, the County will make application to the Michigan Department of Natural Resources for funds to construct a bathroom facility and accessibility improvements to the Community Center at the County Park in Goodells, and

WHEREAS, the Community Center acts as a support facility for many of the recreational activities and special events that occur at the county park, and

WHEREAS, the Community Center acts as a meeting place for many of the park users throughout the year, and

WHEREAS, the County's recreation plan identified the need to increase the accessibility of the county park to all persons including the handicapped, persons with restricted health, and to meet the demands of an aging population, and

WHEREAS, there are currently no barrier free facilities at the county park, and

WHEREAS, the County's Americans with Disability Act survey recognized the need for alterations to the Community Center at Goodells Park, and


WHEREAS, the County has conducted a public hearing on this matter as required by the Michigan Department of Natural Resources,

NOW, THEREFORE, BE IT RESOLVED that the County Board of Commissioners of St. Clair County does hereby authorize and grant its support for the application by St. Clair County to the Michigan Department of Natural Resources to obtain matching funds for construction of a bathroom addition to the Community Center at the county park in Goodells and for the construction of accessibility improvements to the Community Center.

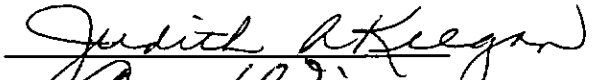
BE IT FURTHER RESOLVED, that the County, through authority of its Board of Commissioners, does hereby commit to providing the necessary matching funds upon award of a grant as well as providing maintenance for the project once constructed.

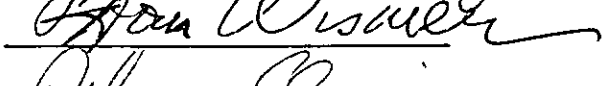
DATED: March 23, 1994

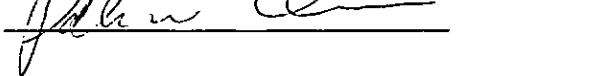
Reviewed and Approved by:



KEITH ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, Michigan







RESOLUTION 94-9

ADOPTING AND SUPPORTING 1994 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 Parks and Recreation Advisory Commission completed a comprehensive, coordinated county-wide parks and recreation plan which was subsequently reviewed and adopted by the County Board of Commissioners in 1991; and

WHEREAS, the adopted parks and recreation plan was amended by action of the County Board of Commissioners in August 1993; and

WHEREAS, the parks and recreation plan as amended recognizes the value of the St. Clair River delta as a natural studies area to the region because of its unique environs; and

WHEREAS, the St. Clair County Intermediate School District has proposed to purchase, operate and maintain a nature education center and recreation facility on Harsens Island in Clay Township that will serve the County and region and further the goals of the county recreation plan; and

WHEREAS, the Parks and Recreation Advisory commission has worked with the Intermediate School District in preparing an amendment to the recreation plan that proposes the creation of this education and recreation facility; and

WHEREAS, the Parks and Recreation Advisory Commission has recommended that the Harsens Island proposal 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

**RESOLUTION AUTHORIZING INSTALLMENT PURCHASE AGREEMENTS
FOR COMPRESSOR AND AIR HANDLING CONTROL SYSTEM**

COUNTY OF ST. CLAIR, MICHIGAN

Minutes of a Regular Meeting of the Board of Commissioners of the County of St. Clair, State of Michigan, held in said County on the 23rd day of March, 1994, at 7:30 o'clock 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 Wall and supported by Commissioner Dennis:

WHEREAS, this Board of Commissioners has previously determined to undertake improvements to the air conditioning system consisting of a Carrier Model 23XL Rotary Screw Compressor (250 Tons) (the "Compressor") and air handling control system consisting of a Honeywell Excel 5000 System (the "Air Handling Control System") both the Compressor and Air Handling Control System to be for the County Building located at 201 McMorran Boulevard, Port Huron, Michigan; and

WHEREAS, the Compressor will be purchased from Carrier Corporation ("Carrier") for a price of \$67,050 and installed by J & D Plumbing & Heating Ltd ("J & D") for a price of \$32,210 (such amounts hereinafter referred to together as the "Compressor Purchase Price"); and

WHEREAS, the Air Handling Control System will be purchased from and installed by Honeywell, Inc. ("Honeywell") for a price of \$530,364 (the "AHCS Purchase Price"); and

WHEREAS, it will be in the best interest of the County to pay the Compressor Purchase Price and the AHCS Purchase Price in installments over time; and

WHEREAS, in order to pay the Compressor Purchase Price and the AHCS Purchase Price over time, it is necessary to arrange for Carrier, J & D and Honeywell to assign their respective installment purchase agreements to a bank; and

WHEREAS, bids have been taken from several banks for assignment of said installment purchase agreements; and

WHEREAS, the bid of Michigan National Bank, Port Huron, Michigan (the "Bank") provides the lowest cost of interest to the County; and

WHEREAS, an Installment Purchase Agreement (the "Compressor Agreement") among the County, Carrier, J & D and the Bank for the acquisition and installation of the Compressor has been prepared; and

WHEREAS, pursuant to the Compressor Agreement, the County will pay the Compressor Purchase Price over a period of ten years in annual installments as will be specified in the Compressor Agreement (each, a "Payment Date"), with interest payable semiannually thereon at a rate equal to 5.40% per annum; and

WHEREAS, an Installment Purchase Agreement (the "AHCS Agreement") between the County, Honeywell, and the Bank for the

acquisition and installation of the Air Handling Control System has been prepared; and

WHEREAS, pursuant to the AHCS Agreement, the County will pay the AHCS Purchase Price over a period of ten years in annual installments as will be specified in the AHCS Agreement (each, a "Payment Date"), with interest payable semiannually thereon at a rate equal to 5.40% per annum; and

WHEREAS, the Compressor Agreement and the AHCS Agreement (together, the "Agreements") are to be assigned to the Bank; and

WHEREAS, it is necessary to approve the Agreements and authorize the Chairman of the County Board of Commissioners and Clerk to execute the Agreements and/or certain other documentation relative thereto.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Agreements are hereby approved substantially in the form on file with the County Clerk. The County shall incur the debt described in the Agreements through execution of the Agreements by the officers authorized below which debt shall consist of (a) the Compressor Purchase Price of \$99,260 (\$67,050 for Carrier and \$32,210 for J & D), which Compressor Purchase Price shall be payable in annual installments over a period of ten years with interest thereon at a rate of 5.40% per annum and (b) the AHCS Purchase Price of \$530,364, which AHCS Purchase Price shall be payable in annual installments over a period of ten years with interest thereon at a rate of 5.40% per annum. The installments of interest on the Agreements shall be payable semiannually, commencing approximately six months after the Agreement is entered

into and installments of principal on the Agreements shall be payable annually, commencing approximately one year after the Agreements are entered into.

2. The Chairman and County Clerk are hereby authorized and directed to execute the Agreements and deliver them to Carrier and J & D and Honeywell, respectively, substantially in the form on file with the County Clerk with such additions, changes and modifications as shall not be materially detrimental to the County and shall be authorized to approve the final amortization schedule for the Agreements within the parameters of this resolution.

3. The useful life of the Compressor and the Air Handling Control System is hereby determined to be not less than twenty (20) years.

4. The Chairman and County Clerk are hereby directed and authorized to execute such additional documentation as shall be necessary to effectuate the closing of the Agreements and the assignment thereof.

5. The assignment of the Compressor Agreement by Carrier and J & D and the AHCS Agreement by Honeywell to the Bank is hereby approved.

6. The County hereby agrees to include in its budget for each year commencing with the current fiscal year, a sum which will be sufficient to pay the principal of and interest on the Agreements coming due before the next fiscal year. In addition, the County hereby pledges to levy ad valorem taxes on all taxable property in the County each year in an amount necessary to make its

debt service payments under the Agreements, subject to applicable constitutional and statutory tax rate limitations.

7. The County hereby covenants that, to the extent permitted by law, it shall take all actions within its control necessary to maintain the exemption of the interest on the obligations under the Agreements from general federal income taxation (as opposed to alternative minimum or other indirect taxation) under the Internal Revenue Code of 1986, as amended, including but not limited to, actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of proceeds of the Agreements and moneys deemed to be proceeds.

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

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

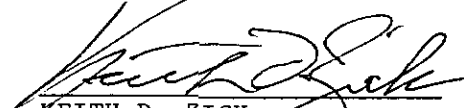
ABSTAIN: None

NAYS: Commissioners None




RESOLUTION DECLARED ADOPTED.

DATED: March 23, 1994

Reviewed and Approved by:


KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, Mi 48040

County Clerk

CERTIFICATE

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 March 23, 1994 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

INSTALLMENT PURCHASE AGREEMENT

THIS INSTALLMENT PURCHASE AGREEMENT (the "Agreement"), dated as of _____, 1994, by and among the County of St. Clair, 201 McMorran Boulevard, Port Huron, Michigan 48060, a public body corporate and politic (the "County"), Carrier Corporation, 37695 Schoolcraft, Livonia, Michigan, 48150-1009 ("Carrier"), J & D Plumbing & Heating Ltd, 123 E. Railway Street, P.O. Box 409, Sanford, Michigan 48657 ("J & D") and Michigan National Bank, a national banking association, 27777 Inkster Road, Farmington Hills, Michigan 48333-9065 (the "Bank"), as assignee of Carrier and J & D, is as follows:

1. Purchase Price; Title; Agreement not Subject to Prepayment. The County agrees to purchase and Carrier agrees to sell a Model 23XL Rotary Screw Compressor (250 Tons), all as more fully described in the Proposal from Carrier to the County, incorporated herein by reference (the "Compressor"), for a purchase price of \$67,050 (the "Carrier Purchase Price"). The County and J & D agree that J & D will install the Compressor for a purchase price of \$32,210 (the "J & D Purchase Price"). The Carrier Purchase Price and the J & D Purchase Price (hereinafter referred to together as the "Purchase Price") shall be payable on the dates and in the amounts described in Exhibit A attached hereto and made part hereof together with interest on the unpaid principal balance at a rate of 5.40% per annum calculated on a 360 day basis payable semi-annually on the dates set forth in Exhibit A. Due to the fact

the extent that funds are disbursed to Carrier or J & D by the Bank in accordance with the terms hereof, the County's obligations to the Bank are absolute and unconditional and shall remain in full

Exhibit A

PRINCIPAL AND INTEREST SCHEDULE

[TO BE SUPPLIED BY MICHIGAN NATIONAL BANK AT CLOSING]

DEFS2\298333.1\078015-00075

RESOLUTION 94-7

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

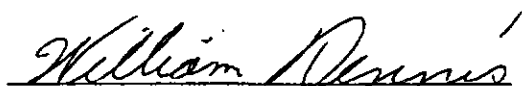

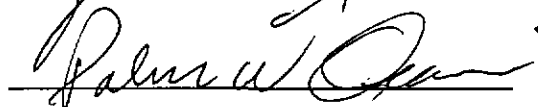
WHEREAS, Thomas Donohue, St. Clair County Drain Commissioner, has submitted the attached report which has been reviewed by the St. Clair County Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED, that the 1993 Annual Report of Thomas Donohue, Drain Commissioner, may be and the same is hereby accepted and approved.

DATED: March 23, 1994

Reviewed and Approved by:


KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, MI 48040

RESOLUTION 94-6

**SUPPORTING DRUG FREE SCHOOL ZONES
THROUGHOUT ST. CLAIR COUNTY**

WHEREAS, drug abuse is one of the most serious and pervasive problems facing the citizens of this state; and

WHEREAS, school age children are especially vulnerable to and influenced by the activities of predatory drug offenders; and

WHEREAS, the Governor has called for a broad based and multi-disciplinary attack on both the "supply" and "demand" facets of the substance abuse problem; and

WHEREAS, our long term efforts to address this national problem will depend in large measure on the eventual success of programs and initiatives at the local level designed ultimately to reduce the demand for illicit substances; and

WHEREAS, elementary and secondary schools serve as the principle medium for educating young people about the perils of substance abuse; and

WHEREAS, young citizens of our community have an undeniable and fundamental right to the advantages of a school environment which is conducive to educational goals and prerogatives and which is totally free of drug abuse and trafficking activities; and

WHEREAS, the Legislature by enactment of P.A. 12, 1988, known as the Drug Free School Zone Act, has provided for enhanced punishment for drug offenders who distribute to or who use children or who operate on or near school property; and

WHEREAS, the Legislature has directed that the enforcement of Michigan's drug laws shall be a priority of the law enforcement community, and that special emphasis shall be placed on the patrol and protection of schools and areas within drug free school zones; and

WHEREAS, the Governor has established the Michigan Alliance for Drug Free Schools and Communities, which is comprised of representatives from every level within the professional, educational and law enforcement communities, and which has developed and recommended specific guidelines concerning law enforcement activities conducted on school property; and


WHEREAS, there is a demonstrated need for the continuation, institutionalization and enhancement of the spirit of cooperation which exists between law enforcement officials and professional educators with respect to the substance abuse problem; and

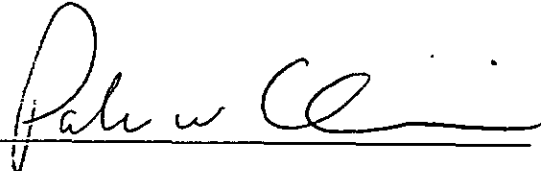
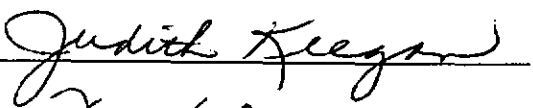
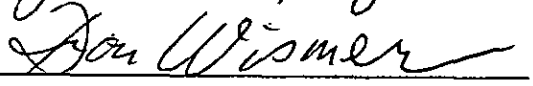

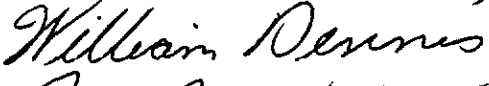

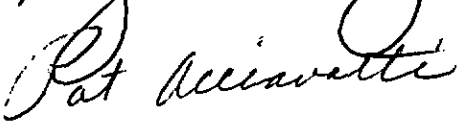
WHEREAS, law enforcement officials are requested at all times to respect and appreciate the needs, concerns and rights of students and professional educators.

NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners does hereby support DRUG FREE SCHOOL ZONES throughout St. Clair County.

DATED: March 9, 1994

Reviewed and Approved by:


KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, MI 48040

RESOLUTION 94-5

APPROVING COOPERATIVE REIMBURSEMENT IV-D PROGRAM
1993 AMENDMENT
AGREEMENT FOR THE ST. CLAIR COUNTY FRIEND OF THE COURT

WHEREAS, the Michigan Department of Social Services renewed 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, four hundred ninety six thousand, and 12/100 dollars (\$1,496,012.00) shall be paid from combined County and State funds during the life of this agreement, provided further that three hundred seventy nine thousand three hundred eighty six and no/100 dollars (\$379,386.00) of the above amount is the County's appropriation contributed to Title IV-D Program.

NOW, THEREFORE, BE IT RESOLVED THAT:

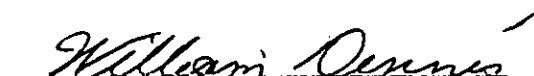
1. The St. Clair County Board of Commissioners does hereby approve the execution of the Cooperative Reimbursement Program Amendment Agreement between the Friend of the Court for the County of St. Clair and the Michigan Department of Social Services.
2. The Chairperson of this Board is hereby authorized to execute said agreement for and on behalf of St. Clair County.
3. All resolutions and parts of resolutions, insofar as the same conflict with the provisions of this resolution be, and the same hereby are rescinded.

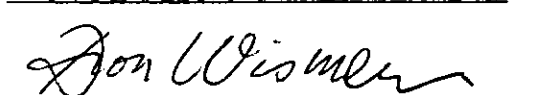
DATED: March 9, 1994 .

Reviewed and Approved by:


KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, MI 48040


Pamela Wall


William Dennis


Don Wismer

Michigan Department of Social Services
COOPERATIVE REIMBURSEMENT CONTRACT APPLICATION

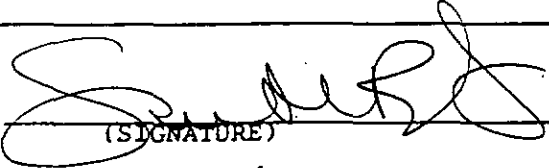
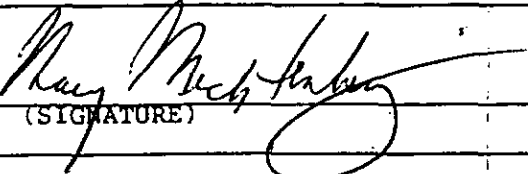
Application is hereby made to the Michigan Department of Social Services for approval of a proposal to provide services in accord with the approved Title IV-D state plan to establish paternity, secure support orders and enforce support orders.

SECTION I - IDENTIFICATION AND SIGNATURES

A. PROGRAM IDENTIFICATION

1) LOCATION OF PROGRAM (City, County, Mailing Address) Port Huron, St. Clair County, Michigan 201 McMorran Port Huron, Michigan 48060	
2) PROGRAM PROVIDER (Name, Title - Prosecutor, Chief Judge or Designee) Ms. Susan Borovich - Friend of the Court	
3) PROGRAM CONTRACTOR (Name, Title - Board of Commissioners or Designee) Mr. Donald E. Dodge County Controller - Administrator	
4) TYPE OF APPLICATION <input type="checkbox"/> NEW CONTRACT <input checked="" type="checkbox"/> AMENDMENT	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 1-1-93 TO 12-31-93	

B. SIGNATURES

7) PROGRAM PROVIDER (Prosecutor or Friend of Court)	 (SIGNATURE)	<u>3-1-94</u> (DATE)
8) PROGRAM CONTRACTOR (Board Chairperson or Designee)	 (SIGNATURE)	<u>3-9-94</u> (DATE)

Please submit two (2) 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 III -- PERFORMANCE INDICATORS

FRIEND OF THE COURT

The following activity and collection levels are projected as indicators of IV-D program performance anticipated during 1992 contract year with the resources budgeted in Section IV of this application. Also indicate 1991 projections and 1991 actual performance.

A. COST BENEFIT INDICATOR PROJECTION:

	1992 ACTUAL	1993 PROJECTION	1993 ACTUAL
1. Total ADC Collections	\$3,869,943	\$2,500,000	\$3,548,434
2. Total non-ADC IV-D Collections	\$9,152,591	\$10,300,000	\$11,248,147
3. Total IV-D Collections	\$13,022,534	\$12,800,000	\$14,796,581
4. Total Net IV-D Costs	\$1,425,115	\$1,338,391	\$1,496,012
5. Cost Benefit Indicator	\$9.14	\$9.56	\$9.89

*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:

**TITLE IV-D COOPERTIVE REIMBURSEMENT CONTRACT
AMENDMENT OR LINE ITEM TRANSFER DOCUMENT
BUDGET – EXPENDITURE COMPARISON WORKSHEET**

1993

A. CONTRACT DESCRIPTION

1. COUNTY ST. CLAIR
2. PROVIDER FOC
3. FUNDING YEAR 1993

4. AMENDMENT X
5. LINE ITEM TRANSFER _____

COLUMN I	COLUMN II	COLUMN III	COLUMN IV
B. ALLOCATION	CURRENT IV-D BUDGET	TOTAL IV-D PROJECTION OF EXPENDITURES	PROVIDER'S TOTAL ELIGIBLE BUDGET
1. FTE POSITIONS	32.06	32.78425	35.5
2. % OF TOTAL FTE POSITIONS	90.30%	92.35%	100.00%
3. CASELOAD % (FOC ONLY)	88.15%	80.80%	100.00%
C. IV-D BUDGET CATEGORIES	CURRENT IV-D BUDGET	TOTAL IV-D PROJECTION OF EXPENDITURES	PROVIDER'S TOTAL ELIGIBLE BUDGET
1. PERSONNEL	\$1,194,528	\$1,297,503	\$1,396,812
2. DATA PROCESSING	\$50,447	\$75,473	\$85,971
3. OTHER DIRECT	\$107,467	\$107,268	\$118,532
4. CENTRAL SERVICES	\$91,729	\$126,532	\$136,312
5. PARENTAGE TESTING (PA)			
6. TOTAL BUDGET	\$1,444,171	\$1,606,777	\$1,737,626
7. SERVICE FEES	(\$105,780)	(\$110,765)	(\$126,559)
8. OTHER INCOME (DESCRIBE)			
9. NET BUDGET	\$1,338,391	\$1,496,012	\$1,611,067
10. COUNTY SHARE \$	\$325,795	\$379,386	
11. COUNTY SHARE %	24.34%	25.36%	
12. STATE SHARE \$	\$1,012,596	\$1,116,626	
13. STATE SHARE %	75.66%	74.64%	

TITLE IV-D COOPERTIVE REIMBURSEMENT CONTRACT

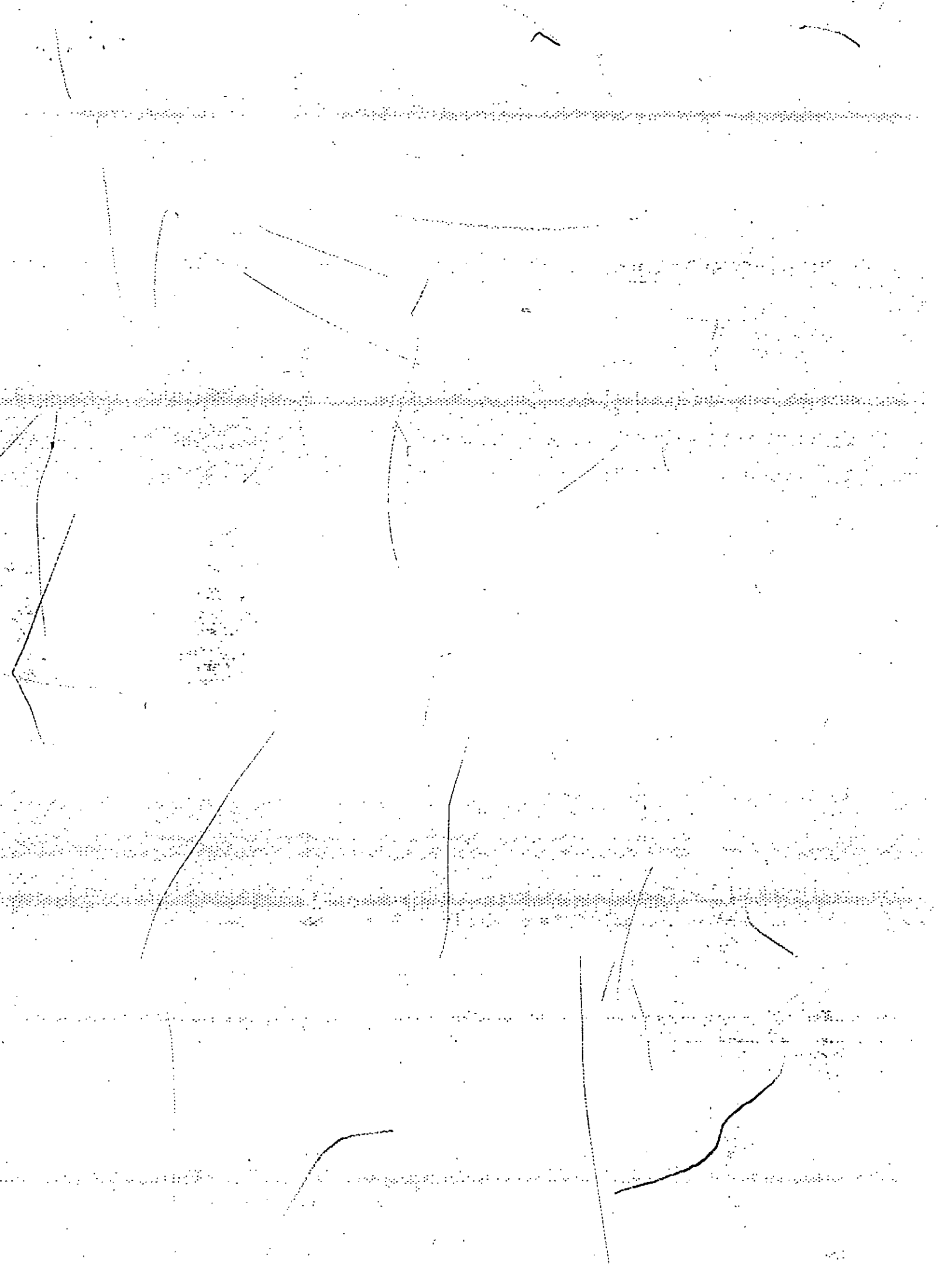
BUDGET PROPOSAL

1993 AMENDMENT

A. CONTRACT DESCRIPTION

1. COUNTY <u>ST. CLAIR</u> 2. PROVIDER <u>FOC</u> 3. FUNDING YEAR <u>1993</u>	4. AMENDMENT _____ 5. LINE ITEM TRANSFER _____
---	---

COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V	COLUMN VI
B. ALLOCATION	1993 IV-D BUDGET	ADJUSTMENT TO 1993 IV-D BUDGET	REVISED 1993 IV-D BUDGET	1991 IV-D BUDGET	1992 IV-D BUDGET
1. FTE POSITIONS	32.06	0.72425	32.78	35.5	35.5
2. % OF TOTAL FTE POSITIONS	90.30%	2.05%	92.35%	90.30%	90.30%
3. CASELOAD % (FOC ONLY)	88.15%	-7.35%	80.80%	88.15%	88.15%
C. IV-D BUDGET CATEGORIES	1993 IV-D BUDGET	ADJUSTMENT TO 1993 IV-D BUDGET	REVISED 1993 IV-D BUDGET	1991 IV-D BUDGET	1992 IV-D BUDGET
1. PERSONNEL	\$1,194,528	\$102,975	\$1,297,503	\$1,194,528	\$1,267,697
2. DATA PROCESSING	\$50,447	\$25,026	\$75,473	\$50,447	\$69,599
3. OTHER DIRECT	\$107,467	(\$199)	\$107,268	\$107,467	\$99,726
4. CENTRAL SERVICES	\$91,729	\$34,803	\$126,532	\$91,729	\$108,787
5. PARENTAGE TESTING (PA)		\$0	\$0		
6. TOTAL BUDGET	\$1,444,171	\$162,606	\$1,606,777	\$1,444,171	\$1,545,809
7. SERVICE FEES	(\$105,780)	(\$4,985)	(\$110,765)	(\$105,780)	(\$120,694)
8. OTHER INCOME (DESCRIBE)					
9. NET BUDGET	\$1,338,391	\$157,621	\$1,496,012	\$1,338,391	\$1,425,115
10. COUNTY SHARE \$	\$325,795	\$53,591	\$379,386	\$325,795	\$355,281
11. COUNTY SHARE %	24.34%	34.00%	25.36%	24.34%	24.93%
12. STATE SHARE \$	\$1,012,596	\$104,030	\$1,116,626	\$1,012,596	\$1,069,834
13. STATE SHARE %	75.66%	66.00%	74.64%	75.66%	75.07%



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

COUNTY ST. CLAIR

PROVIDER FOC

FUNDING YEAR 1993

PERSONNEL LINE ITEM WORKSHEET

COUNTY BUDGET LINE ITEM	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)
		C.S.E.S.	OTHER			
SALARIES & WAGES SUP.	64,468			64,468		
SALARIES & WAGES PERM	919,583			919,583		
SALARIES & WAGES TEMP	5,208			5,208		
SALARIES & WAGES O.T.	2,600			2,600		
LONGEVITY	22,667			22,667		
SOCIAL SECURITY	81,553			81,553		
HOSPITAL INSURANCE	132,896			132,896		
LIFE INSURANCE	2,408			2,408		
RETIREMENT CONTRIBUTION	125,122			125,122		
DENTAL INSURANCE	12,368			12,368		
DISABILITY INSURANCE	2,480			2,480		
UNEEMPLOYMENT INSURANCE	2,480			2,480		
WORKER'S COMP	22,978			22,978		
TOTAL	1,396,811.53	0.00	0.00	1,396,811.53	//////	1,297,503.49

SUBCONTRACTS:

COMMENTS:

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

COUNTY ST. CLAIR

PROVIDER FOC

FUNDING YEAR 1993

DATA PROCESSING LINE ITEM WORKSHEET

COUNTY BUDGET LINE ITEM	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)
		C.S.E.S.	OTHER			
COMPUTER PROGRAMMING INDIRECT CENTRAL SERVICES (DP)	0 81,498			0 81,498		
DATA PROCESSING USE CHARGE	4,473			4,473		
TOTAL	85,971	0	0	85,971	//////////////////// ////////////////////	75,473

SUBCONTRACTS:

COMMENTS:

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

COUNTY ST. CLAIR
PROVIDER FOC
FUNDING YEAR 1993

DEPRECIATION WORKSHEET

ITEM	A. DATE PURCHASED	B. TOTAL COSTS	C. YEARS TO BE DEPREC.	D. YEARLY AMOUNT	E. BILLING MONTH TO BEGIN	F. BILLING MONTH TO END	G. 1993 MONTHLY AMOUNT
HON 2DR FILE (3)	12-88	396.00	5	79.20	12-88	11-93	6.60
PANASONIC KX-E01	12-88	110.00	5	22.00	12-88	11-93	1.83
PANASONIC KX-E01 (7)	12-88	770.00	5	154.00	12-88	11-93	12.83
ITT TELEPHONE	12-88	648.00	5	129.60	12-88	11-93	10.80
HON 32272 HL DESK (3)	11-88	653.40	5	130.68	11-88	10-93	10.89
HON 31830R HL RETURN (3)	11-88	386.10	5	77.22	11-88	10-93	6.44
HON 32271 R DESK (4)	11-88	871.20	5	174.24	11-88	10-93	14.52
HON 32271L-HL RETURN (4)	11-88	514.80	5	102.96	11-88	10-93	8.58
UC-OV922-LM SEC CHAIR (3)	11-88	475.20	5	95.04	11-88	10-93	7.92
UC-OV910 LMEX CHAIR (4)	11-88	990.00	5	198.00	11-88	10-93	16.50
HON W42NR24 SIDE CHAIR (10)	11-88	633.60	5	126.72	11-88	10-93	10.56
CAISO DR115 CALCULATOR (3)	11-88	305.91	5	61.18	11-88	10-93	5.10
MP-21B CANON CALCULATOR (4)	11-88	304.92	5	60.98	11-88	10-93	5.08
KX-E700 PANASONIC TYPEWRITER (2)	11-88	980.00	5	196.00	11-88	10-93	16.33
KX-E42 PANASONIC (2)	11-88	170.00	5	34.00	11-88	10-93	2.83
KX-E700M PANASONIC TYPEWRITER (7)	12-88	3,430.00	5	686.00	12-88	11-93	57.17
KX-E42 PANASONIC (7)	12-88	595.00	5	119.00	12-88	11-93	9.92
DOUBLEDAY BOOTH FILE	12-88	4,650.00	5	930.00	12-88	11-93	77.50
CHECK SIGNER	02-88	1,200.00	5	240.00	02-88	01-93	20.00
TERMINAL 3-3197	04-88	4,294.50	5	858.90	04-88	03-93	71.58
IBM PROPRINTER	03-88	1,388.77	5	277.75	03-88	02-93	23.15
IBM PROPRINTER	07-88	587.27	5	117.45	07-88	06-93	9.79
FILE FOUR DAWER	10-88	185.00	5	37.00	10-88	09-93	3.08
STANDARD A-08556	10-88	740.00	5	148.00	10-88	09-93	12.33
IBM TERMINALS (2)	11-88	2,996.00	5	599.20	09-88	10-93	49.93
IBM TERMINAL	01-89	1,412.00	5	282.40	01-89	12-93	23.53
RN COMMUNICATIONS (PA EXPANSION)	01-89	1,083.10	5	216.62	01-89	12-93	18.05
PANASONIC RR-900 TRANSCRIBER W/ ADPT (2)	03-89	441.98	5	88.39	03-89	02-94	7.37
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	9.72
IBM PROPRITER CABLE	03-89	36.50	5	7.30	03-89	02-94	0.61
PANASONIC RECORDER W/ADPT	04-89	133.80	5	26.76	04-89	03-94	2.23
IBM TERMINAL (3197)	06-89	1,391.00	5	278.20	06-89	05-94	23.18
PANASONIC KX-E7000	09-89	843.00	5	168.60	09-89	08-94	14.05
PANASONIC KX-ED20/KX-EK4	09-89	703.00	5	140.60	09-89	08-94	11.72
PANSONIC TRANSCRIBER	10-89	250.00	5	50.00	10-89	09-94	4.17
IBM PS-2 MODEL 30/286 20MEG (3)	11-89	5,685.00	5	1,137.00	11-89	10-94	94.75
IBM PS-2 MODEL 50 30MEG	11-89	2,325.00	5	465.00	11-89	10-94	38.75
IBM COLOR MONITOR (4)	11-89	1,824.00	5	364.80	11-89	10-94	30.40
HP LASER PRINTER	11-89	1,900.00	5	380.00	11-89	10-94	31.67
HP MEMORY BOARD	11-89	420.00	5	84.00	11-89	10-94	7.00
SHARESPOOLER ES1 2041B	11-89	580.00	5	112.00	11-89	10-94	9.33
IBM PROPRINTER XL24E	11-89	860.00	5	172.00	11-89	10-94	14.33
CABLES/DOS/FREIGHT/CONNECTORS	11-89	690.00	5	138.00	11-89	10-94	11.50
IBM SYSTEM 36/EMULATOR (3)	11-89	1,875.00	5	375.00	11-89	10-94	31.25
DATAMATE 1000 MICROFICH READ/PRINT	12-89	2,549.22	5	509.84	12-89	11-94	42.49
PANASONIC RR-950 TRANSCRIBER	03-90	250.00	5	50.00	03-90	02-95	4.17
MOTOROLA HANDYTALKIE	06-90	711.00	5	142.20	06-90	05-95	11.85
HON CHAIRS (W/ARMS) (6)	06-90	594.00	5	118.80	06-90	05-95	9.90
PANASONIC RN-125 RECORDER (3)	06-90	215.88	5	43.18	06-90	05-95	3.60
HON CHAIRS (W/ARMS)	07-90	226.50	5	45.30	06-90	05-95	3.78
TYPEWRITERS (4)	08-90	2,800.00	5	560.00	07-90	06-95	46.67
TERMINAL (IBM)	08-90	1,400.00	5	280.00	07-90	06-95	23.33
IBM PS II MODEL 30	08-90	1,900.00	5	380.00	07-90	06-95	31.67
DESKS (2)	08-90	1,550.00	5	310.00	07-90	06-95	25.83
CALCULATORS (3)	08-90	450.00	5	90.00	07-90	06-95	7.50
CANON AP810FTI (4 TYPEWRITER)	09-90	2,600.00	5	520.00	09-90	08-95	43.33
SHARP 8350 COPIER	09-90	3,963.00	5	792.60	09-90	08-95	66.05
IBM PS II MODEL 30 286	11-90	2,425.00	5	485.00	11-90	10-95	40.42
IBM 3477 TERMINAL	12-90	1,452.00	5	290.40	12-90	11-95	24.20
1991 CHEVY LUMINA	04-91	10,469.35	3	3,489.78	04-91	03-94	290.82
MEMOREX TERMINALS (3)	12-91	3,085.00	5	617.00	12-91	11-96	51.42
IBM EMULATOR ADAPTOR	12-91	525.00	5	105.00	12-91	11-96	8.75
PRINTER 500/CPS MATRIX	07-92	4,056.04	5	811.21	07-92	06-97	67.60
CANON L-700FAX	12-92	1,711.00	5	342.20	12-92	11-97	28.52
FOC DESK CHAIR CORDENZA	03-93	1,597.00	7	228.14	03-93	02-00	19.01
IBM LASER PRINTER	07-93	1,404.12	5	280.82	07-93	06-98	23.40
SUB-TOTAL DATA PROCESSING		23,207.08		4,822.24			410.18
SUB-TOTAL OTHER DIRECT		79,655.94		16,995.02			1,416.25
TOTAL		103,063.02		21,917.26			1,826.44

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

COUNTY ST. CLAIR

PROVIDER FOC

FUNDING YEAR 1993

CENTRAL SERVICES LINE ITEM WORKSHEET

COUNTY BUDGET LINE ITEM	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)
		C.S.E.S.	OTHER			
1991 CENTRAL SERVICES	136,312			136,312		
TOTAL	136,312	0	0	136,312	////////////////////	126,532

SUBCONTRACTS:

COMMENTS:

ST. CLAIR COUNTY, MICHIGAN
FRIEND OF THE COURT
1993 CRP BILLING RECAP

ST. CLAIR COUNTY, MICHIGAN
FRIEND OF THE COURT
1993 CRP BILLING RECAP

ACCT NO.	ACCOUNT TITLE	DECEMBER		TOTAL
		IV-D	TOTAL	
703	SALARIES & WAGES SUP		6,311.25	64,468.15
704	SALARIES & WAGES PERM		107,379.34	919,582.72
705	SALARIES & WAGES TEMP		506.64	5,208.30
706	SALARIES & WAGES O.T.		1,527.57	2,599.63
709	LONGEVITY		4,704.85	22,666.97
715	SOCIAL SECURITY		9,148.24	81,553.20
716	HOSPITAL INSURANCE		0.00	132,896.40
717	LIFE INSURANCE		202.55	2,408.10
718	RETIREMENT CONTRIBUTION		15,457.38	125,121.71
719	DENTAL INSURANCE		1,239.61	12,368.35
721	DISABILITY INSURANCE		203.00	2,480.00
722	UNEMPLOYMENT INSURANCE		203.00	2,480.00
723	WORKER'S COMP		1,913.00	22,978.00
727	OFFICE SUPPLIES		5,403.91	60,134.13
728	BOOKS & BULLETINS		419.35	769.50
801	PROFESSION & CONTRACTUAL		2,100.00	20,564.25
826	COMPUTER PROGRAMING		0.00	0.00
850	COMMUNICATIONS		355.98	4,214.06
860	TRAVEL MILEAGE		8.16	969.35
861	TRAVEL - OTHER		65.17	2,648.37
910	INSURANCE & BONDS		0.00	0.00
930	REPAIRS & SERVICE		147.82	8,646.19
940	EQUIPMENT RENTAL		0.00	0.00
953	COST ALLOCATION		11,359.33	136,311.96
953.01	COST ALLOCATION DP		6,791.50	81,498.00
958	EDUCATION & TRAINING		0.00	320.12
964	REFUNDS & REBATES		0.00	0.00
980	OFFICE EQUIPMENT		0.00	484.00
981	VEHICLES		0.00	0.00
997	TRANSFERS OUT		0.00	0.00
	COMPUTER DEPRECIATION		255.74	4,472.92
	OTHER DEPRECIATION		1,122.83	16,789.79
	TOTAL	0.00%	176,926.22	0.00% 1,734,625.17

	DECEMBER		TOTAL
	IV-D	TOTAL	
TIME STUDY	93.08%	100.00%	92.35%
CASE COUNT	92.55%	100.00%	80.80%
BUDGET CATEGORIES	IV-D	TOTAL	IV-D
PERSONNEL	138,495.95	148,796.43	1,297,503.49
DATA PROCESSING	6,522.22	7,047.24	75,473.38
OTHER DIRECT	8,957.05	9,823.22	107,268.15
CENTRAL SERVICES	10,572.98	11,359.33	126,531.89
PARANTAGE TESTING		0.00	0.00
TOTAL EXPENDITURES	164,548.19	176,826.22	1,606,776.91
SERVICE FEES	(8,399.65)	(9,075.80)	(110,764.51)
OTHER INCOME (DESCRIBE)			
NET EXPENDITURES	156,148.54		1,496,012.40
COUNTY SHARE (\$)	38,006.55		364,129.42
COUNTY SHARE (%)	24.34%		24.34%
STATE SHARE (\$)	118,141.98		1,131,882.98
STATE SHARE (%)	75.66%		75.66%

RESOLUTION 94-4

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

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

WHEREAS, the St. Clair County Probate Court delegates to St. Clair County authority and responsibility to bargain on matters of wages and working conditions on behalf of the Court; and


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

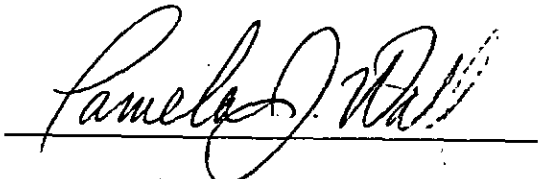
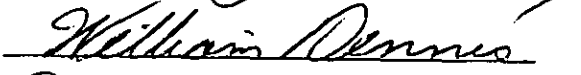
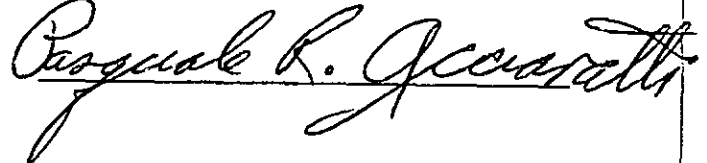
NOW, THEREFORE, BE IT RESOLVED, that the Collective Bargaining Agreement (attached Exhibit "A"), for the period January 1, 1994 through December 31, 1996, is hereby approved and adopted.

DATED: February 23, 1994

Resolution Only

Reviewed and Approved by:


KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, MI 48040

A G R E E M E N T

BETWEEN

ST. CLAIR COUNTY BOARD OF COMMISSIONERS,
ST. CLAIR COUNTY PROBATE COURT

AND

ST. CLAIR COUNTY JUVENILE COUNSELORS

EFFECTIVE JANUARY 1, 1994 THROUGH DECEMBER 31, 1996

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TOPIC</u>	<u>PAGE</u>
1	AGREEMENT	1
2	PURPOSE AND INTENT	1
3	RECOGNITION	1
4	MANAGEMENT RIGHTS	2
5	AGENCY SHOP	3
6	UNION REPRESENTATION	4
7	GRIEVANCE PROCEDURE	5
8	SENIORITY	7
9	LOSS OF SENIORITY	8
10	DISCHARGE AND DISCIPLINE	8
11	LAYOFF AND RECALL	9
12	EMPLOYEE RECORDS REVIEW	9
13	NEW CLASSIFICATIONS	10
14	OVERTIME	10
15	LEAVE OF ABSENCE	11
16	WORKER'S COMPENSATION	12
17	ASSOCIATION BULLETIN BOARD	13
18	RETIREMENT	13
19	EDUCATIONAL REIMBURSEMENT	14
20	HEALTH CARE, LIFE AND DENTAL INSURANCE	15
21	SERVICE RECOGNITION	18
22	SICK DAYS AND DISABILITY INSURANCE	18
23	VACATIONS	21
24	HOLIDAYS	22
25	JURY DUTY, SUBPOENA AND WITNESS FEE	22
26	MILEAGE ALLOWANCE AND EXPENSE REIMBURSEMENT	23
27	WAGES	24
28	TERM OF AGREEMENT	25
	LETTER OF UNDERSTANDING REGARDING FEDERAL OR STATE ENACTED HEALTH CARE	26

TOPICAL INDEX

<u>ARTICLE</u>	<u>TOPIC</u>	<u>PAGE</u>
5	AGENCY SHOP	3
1	AGREEMENT	1
17	ASSOCIATION BULLETIN BOARD	13
10	DISCHARGE AND DISCIPLINE	8
19	EDUCATIONAL REIMBURSEMENT	14
12	EMPLOYEE RECORDS REVIEW	9
7	GRIEVANCE PROCEDURE	5
20	HEALTH CARE, DENTAL AND LIFE INSURANCE	15
24	HOLIDAYS	22
25	JURY DUTY, SUBPOENA AND WITNESS FEE	22
11	LAYOFF AND RECALL	9
15	LEAVE OF ABSENCE	11
	LETTER OF UNDERSTANDING REGARDING FEDERAL OR STATE ENACTED HEALTH CARE	26
9	LOSS OF SENIORITY	8
4	MANAGEMENT RIGHTS	2
26	MILEAGE ALLOWANCE AND EXPENSE REIMBURSEMENT	23
13	NEW CLASSIFICATIONS	10
14	OVERTIME	10
2	PURPOSE AND INTENT	1
3	RECOGNITION	1
18	RETIREMENT	13
8	SENIORITY	7
21	SERVICE RECOGNITION	18
22	SICK DAYS	18
28	TERM OF AGREEMENT	25
6	UNION REPRESENTATION	4
23	VACATIONS	21
27	WAGES	24
16	WORKER'S COMPENSATION	12

ARTICLE 1
AGREEMENT

1.1: This agreement made and entered into this 1st day of January 1994 by and between the Probate Court, St. Clair County, herein termed the Employer, and the St. Clair County Board of Commissioners being the Legislative body of said Employer, and the Juvenile Counselors Association herein termed as the Association.

ARTICLE 2
PURPOSE AND INTENT

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

2.2: 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 local Association members.

ARTICLE 3
RECOGNITION

3.1: The Association is hereby recognized by the St. Clair County Probate Court the and St. Clair County Board of Commissioners as exclusive representative of employees classified as Juvenile Counselors in the Juvenile Court, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment. A temporary employee shall mean an employee hired for a predetermined period of time such as in a seasonal capacity or in substitution of an employee on leave of absence. A temporary employee shall not be eligible for membership in the bargaining unit nor for the benefits derived there from whether economic or otherwise.

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

3.3: In recognition of the agreements and concessions provided herein the Association and its members shall not engage in nor encourage, any strike, sit-down, stay-in, slow-down or similar action. The Employer shall have the right to discipline or discharge any employee participating in such action and the Association agrees not to oppose such action. In exchange for which, the Employer agrees not to lock-out an employee during the term of agreement.

ARTICLE 4
MANAGEMENT RIGHTS

4.1: It is recognized that all rights, powers, and duties of their offices inherent therein or otherwise provided by law or Court rule are reserved and retained by the respective Judges of the Probate Court and Juvenile Court, except only as expressly abridged in this agreement. The control of its properties, and the maintenance of order and efficiency is solely the prerogative and responsibility of the Court. Other rights and responsibilities not expressly abridged by this contract shall belong solely to the Court in addition to the following, and are hereby provided as illustration only and not by way of limitation:

- A. The right to decide the number and location of its facilities, departments, and etc.; work to be performed within the unit; the right to alter or discontinue jobs, classifications, or practices; the maintenance and repairs; amount and kind of supervision necessary; methods and means of operation; scheduling and establishment of hours; manpower and work sites; full control of the selection examination, review, and evaluation of personnel, programs, operations and facilities; to determine when and where services will best facilitate the Probate Court and Juvenile Court.
- B. Further, it is recognized that the responsibility and prerogatives of the Management of the Probate Court and Juvenile Court for the selection and direction of the working forces includes but is not limited to the right to decide the number of employees, the right to hire, suspend, discipline for just cause or transfer, train or retrain; the right to decide employee's qualifications; to determine the times and amounts of overtime to be worked; recesses and to carry out Supreme Court Directives concerning holidays; the right to make necessary rules and regulations governing employee's conduct and safety; and to relieve an employee from duty because of lack of work or other legitimate reason; all of which are vested exclusively in the Court, subject only to the provisions of this Agreement.
- C. The Court's failure to exercise any function or right hereby directly or indirectly reserved to it or its exercise of such function or right in a particular way shall not be deemed a waiver of its rights to exercise such function or right or preclude the Court from exercising the same in some other way not in conflict with the express provisions of this agreement.

- D. The Association acknowledges the practice of following the provisions of the Juvenile Court Manual, prescribing in detail the standards of operation prescribed for the orderly and required management of the Juvenile Court. It is further understood that the Juvenile Court Manual may from time to time require revision due to changes in federal and/or state laws and regulations. Any other changes deemed necessary by the Court will be negotiated with the Association and will not conflict with the existing contract between the St. Clair County Board of Commissioners, St. Clair County Probate Court and the St. Clair County Juvenile Counselors Association. The Association members must abide by the lawful provisions of said Manual.

ARTICLE 5
AGENCY SHOP

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

5.2: The representation fee shall be an amount as determined by the Association.

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

5.4: If the bargaining unit member fails to comply, the Association shall send the following letter to the delinquent bargaining unit member and a copy to the Employer.

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

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

5.7: The Association shall indemnify, defend, and save the Court and 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 Court and County for the purposes of complying with the provisions of the article. It is further agreed that neither any employee nor the Association shall have any claim against the Court and County for any deductions made or not made, as the case may be, except that the Court and County shall be responsible to provide the Association with dues deducted from the employees pay. In no case shall the Court and County be responsible to pay to the Association or employee an amount equal to dues or representation fee which may or may not have been deducted and paid to the Association or employee.

ARTICLE 6 UNION REPRESENTATION

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

6.2: The representative(s) shall be permitted to represent the employees to the Employer in matters of negotiation, grievances or concerns of the membership. No more than two (2) employees may be paid when in negotiations. No more than one (1) employee representative may be paid for time spent representing the Association in all other matters.

6.3: The Employer shall grant a leave of absence not to exceed an accumulative two (2) days a year to bargaining unit members selected for attendance at union conventions or activities. Be it provided, however, that not more than two (2) employee shall be granted leave at any one time and that such leave shall be without loss of pay. Be it further provided, that such request shall be made in writing no less than four (4) weeks in advance. Any days needed in excess of the two (2) described above shall be without pay unless the employee utilizes vacation or sick days. Days in excess of two (2) shall be made in writing no less than four (4) weeks in advance.

ARTICLE 7
GRIEVANCE PROCEDURE

7.1: A grievance shall refer to the specific provision or provisions of this Agreement alleged to have been violated. In cases involving discipline or discharge, a grievance may be made as to matter of fact of just cause. Any grievance not conforming to the provisions of this paragraph shall be denied. A grievance that does not specifically apply to salary, job classification, or a fringe benefit shall be considered non-economic. A grievance that specifically applies to salary, job classification or a fringe benefit shall be considered economic. An economic grievance shall be referred to the Personnel Officer for resolution.

7.2: Step 1.

- A. An employee having a specified non-economic grievance alleging violation of this Agreement shall within fifteen (15) calendar days of the occurrence take the matter up with Assistant Juvenile Services Director or designee in an effort to resolve the matter. The Association shall advise the Assistant Juvenile Services Director that discussions represent a Step 1 Hearing or the matter shall not be subject to further advancement through the Grievance Procedure.

- B. An employee having a specified economic grievance alleging violation of this Agreement shall within fifteen (15) calendar days of the occurrence take the matter up with the Personnel Officer designee in an effort to resolve the matter. The Association shall advise the Assistant Juvenile Services Director that discussions represent a Step 1 Hearing or the matter shall not be subject to further advancement through the Grievance Procedure.

7.3: Step 2.

Non-Economic Grievances

- A. A non-economic grievance shall be considered resolved at Step 1 unless reduced to writing, signed by the aggrieved employee and submitted to the Assistant Juvenile Services Director or designee within ten (10) calendar days of taking the matter up with the Assistant Juvenile Services Director or designee. The written non-economic grievance shall specify the provision of the Agreement violated and the remedy requested to resolve the non-economic grievance.

- B. The Assistant Juvenile Service Director shall within fifteen (15) work days, schedule a hearing at which time the Grievant and the Association's employee representative and, if determined by the Association, a non-employee Association representative shall be present to present allegations, proofs and remedies. The Assistant Juvenile Service Director or designees shall act as hearing officer and shall be entitled to structure the hearing and include any witnesses, experts or knowledgeable persons to the proceedings. The Assistant Juvenile Service Director or designees shall issue a written response within ten (10) working days of the conclusion of the hearing.

Economic Grievances

- A. Grievance(s) shall be considered settled at Step 1, unless within five (5) working days after service of the Personnel Officer, and the Court Administrator the Grievant(s) serve(s) upon the Personnel Officer a written request for a hearing. A copy of the written grievance shall be attached to such a request.
- B. Within ten (10) working days of service of the request in (a) above, the Personnel Officer, and Court Administrator will meet with the Grievant(s), the Chairperson and a Union Representative, theretofore, designated as Grievance Representative, and conduct a hearing of the grievance. All parties involved in the grievance at this step may be present.
- C. The Personnel Officer and Court Administrator shall serve their written opinion to the Grievant(s) within ten (10) working days after the hearing.

7.4: Step 3

Non-Economic Grievance

- A. A non-economic grievance shall be considered settled at Step 2 unless submitted to the Probate Court Administrator within seven (7) calendar days of the Step 2 response.
- B. The Probate Court Administrator shall review the Step 2 grievance response and the Association grievance and may call for a meeting of all the parties involved. The meeting shall be scheduled at the earliest date agreeable among the parties. The Probate Court Administrator shall within thirty (30) calendar days of receipt of the grievance or meeting, which ever applies, issue a written response to the non-economic grievance. The decision of the Probate Court Administrator shall be final and binding.

Economic Grievance

- A. An economic grievance shall be considered settled at Step 2 unless written request is made for arbitration within twenty (20) calendar days of the Step 2 response.
- B. The request for arbitration is to be made to either the American Arbitration Association or the Federal Mediation and Conciliation Service and copy sent to the Personnel Officer. The losing party shall pay the cost of the Arbitrator. The decision of the Arbitrator shall be final and binding.
- C. The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement, nor shall the Arbitrator be empowered to award damages or establish salary schedules, classifications or grant promotions.

ARTICLE 8

SENIORITY

8.1: New employees hired in the unit shall be considered as probationary employees for the first six (6) months of employment. After the completion of the probationary period, the employee shall be added on the seniority list of the unit and seniority shall start as of the last date of hire. Seniority shall be defined as follows:

- A. Bargaining unit seniority - The most recent date of full time continuous employment in the bargaining unit.
- B. County seniority - The most recent date of full time continuous employment with St. Clair County and/or the Probate Court and Juvenile Court.

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

8.3: When employees acquire seniority, their name shall be placed on the seniority list.

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

ARTICLE 9
LOSS OF SENIORITY

9.1: An employee shall lose seniority for the following reasons only:

- A. Quits.
- B. Is discharged and the discharge is not reversed.
- C. The employee is absent for two (2) consecutive working days without notification to the Employer during the two (2) day period. Exceptions may be made by the Employer on proof of good cause that failure to report was beyond the employee's control. After such absence the Employer shall send written notification to the employee at their last known address that they have been discharged; and that they have lost seniority. The grievance procedure shall be available to the employee provided it is commenced in writing within fifteen (15) days following mailing of notice of discharge as herein provided.
- D. The employee does not return to work when recalled from layoff, as set forth in the recall procedure.
- E. Retirement.
- F. Does not return from an approved leave of absence, unless authorized in writing.
- G. Death.

ARTICLE 10
DISCHARGE AND DISCIPLINE

10.1: The Employer agrees to promptly, upon the discharge or discipline of an employee, notify in writing one of the local designated representatives of the Association of the discharge or discipline. The employee shall have the right to prepare a written statement as it relates to the discipline which shall be incorporated in the Employer's record with the discipline.

10.2: Should the discharged or disciplined employee consider the charge to be improper, procedures outlined in the grievance procedure provisions of the agreement may be followed by the employee. The Employer shall review with the employee disciplinary action taken against the employee in a reasonable method and manner prior to the documentation of such action becoming part of the Employer's record. The employee shall have the right to be represented by the Association during this review.

10.3: In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than three (3) years previously unless such prior infraction involves an intentional falsification of an employment application which has not been formerly disclosed in writing to the Employer.

ARTICLE 11
LAYOFF AND RECALL

11.1: The word "layoff" means a reduction in the work force, due to a decrease of work, reorganization, restructuring or budget limitation.

11.2: Layoff shall be affected in the following manner:

- A. Probationary employee(s) shall be terminated prior to initiating a layoff among seniority employee(s).
- B. The employee(s) with the least bargaining unit seniority shall be laid off.

11.3: The most senior laid off employee in the bargaining unit affected shall be recalled.

11.4: The Employer shall give a minimum of thirty (30) calendar days notice in the event a "layoff" becomes necessary.

ARTICLE 12
EMPLOYEE RECORDS REVIEW

12.1: In accordance with all applicable statutes an employee shall have the right to review the content of the employee record file. The Court or County shall provide a location reasonably near the employee's place of employment and during normal working hours.

12.2: The employee may inquire into disciplinary actions taken against the employee provided in the Employers record. The Employer shall provide an inventory of all disciplinary items on record, defining these actions by circumstance and date. Be it provided, however, that the employee's statutory rights to review such records are not hereby waived.

12.3: The employee may request to receive copies of all disciplinary actions taken against the employee. The Employer shall provide copies of all such documentation at the expense of the employee.

12.4: In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than three years previously unless such prior infraction involves an intentional falsification of their employment application which has not been formerly disclosed in writing to the Employer. The Employer shall not transmit, or otherwise make available to a third party, disciplinary reports, letters of reprimand, or other records of disciplinary action which are more than four (4) years old, except when ordered to do so in a legal action or arbitration. Disciplinary notices four (4) years old or older will be sealed in an envelope and marked "Confidential Discipline" in the Personnel folder. The employee will be notified should the envelope be opened or released as a result of a subpoena or other legal action.

12.5: The County shall maintain those records it determines necessary to administrate the wage, compensation and fringe benefit programs including any matter of economic application.

12.6: The Court shall maintain those records it determines necessary to administrate the efficiency and order of the Court, including but not limited to discipline, attendance and performance review and documentation.

ARTICLE 13 NEW CLASSIFICATIONS

13.1: The Association shall be notified in writing of a new bargaining unit classification within ten (10) working days of its effective date. The Association shall also be advised of the rate structure.

13.2: The Association shall, within ten (10) working days, provide written request to negotiate the rate of pay or the matter will be considered resolved.

ARTICLE 14 OVERTIME

14.1: It is recognized that as "professional" employees by the definition of the Federal Fair Labor Standards Act bargaining unit members are exempt from mandatory overtime pay. It is with this consideration that employees shall be subject to compensatory time according to the following safeguards and provisions.

14.2: Employees shall be compensated with compensatory time at the rate of time and one-half (1 1/2) for:

- A. Work in excess of seven and one-half (7 1/2) hours a day.
- B. Work in excess of thirty-seven and one-half (37 1/2) hours a week.

C. The provisions of A and B shall be applied individually and not collectively or compound the amount of compensatory time.

D. Employees called into work shall be guaranteed a minimum of three (3) hours compensatory time if such call-in does not coincide with the start of a work day.

14.3: Work performed on a holiday shall be compensated at the rate of two (2) times with compensatory time.

14.4: All overtime must have approval of a Supervisor or it shall be denied.

14.5: Compensatory time may accrue to a maximum of two hundred and forty (240) hours, or as may be otherwise provided by the Fair Labor Standards Act.

14.6: Compensatory time shall be scheduled at the mutual convenience of the Supervisor and employee but may be ordered by the Supervisor.

ARTICLE 15
LEAVE OF ABSENCE

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

- A. Illness leave (physical or mental); and
- B. Prolonged illness of spouse or child

All leaves granted shall comply with the period of medical disability stipulated in writing by the attending physician. The Court may require an employee on a leave of absence due to illness to submit to an examination by a physician chosen by the Court, provided the charges of the physician are paid by the Court.

15.2: Upon Court approval leaves of absence for reasonable periods, not to exceed one (1) year, may be granted without loss of seniority for educational purposes. Such a leave shall be consistent with meeting the operating needs of the department.

15.3: An employee who fails to return to work after one (1) year of approved leave, shall be considered to have resigned.

15.4: All leaves based upon illness, including maternity, shall be supported by a statement from the attending physician, when requested by the Court. In all cases of illness extending beyond seven (7) calendar days, the employee shall provide, upon request by the Court and at reasonable intervals, physician statements evidencing the employee's inability to return to normal work duties.

15.5: In no case shall an employee be granted a leave of absence greater than their accrued seniority.

15.6: An employee shall not be entitled to return to work from a leave of absence due to illness without medical verification by the attending physician of medical recovery.

15.7: Request for a leave of absence shall be submitted in writing to the Court.

15.8: While on a leave of absence without pay for any reason other than illness, the employee accrues no vacation time, sick days, retirement credit, or gain from any other fringe benefit.

15.9: Failure to report to work or provide satisfactory explanation when scheduled to return to work after the expiration of a leave of absence shall result in an immediate discharge.

15.10: The Court shall provide the employees the opportunity to return to the position held at the time the leave of absence was granted if the position is funded.

ARTICLE 16
WORKER'S COMPENSATION

16.1: All employees shall be subject to the St. Clair County's Worker's Compensation Plan, the terms and conditions of which are described herein.

16.2: When an employee is injured during the course of employment, the alleged injury shall be reported to a supervisor as soon as possible. The supervisor shall complete an accident report on the form provided by the County and submit it to the Personnel Office.

16.3: In the event of an alleged injury, the supervisor shall immediately contact the Personnel Office.

16.4: The County shall provide the employee the opportunity to supplement Worker's Compensation from accrued sick days on a leave of absence due to a work related illness or injury. The supplemental compensation shall provide the difference between Worker's Compensation and the employee's normal pay minus Federal, State, local and F.I.C.A. taxes. The supplemental compensation shall be deducted from the employee's accrued sick days but in no case exceed the employee's accrued sick days.

16.5: When an employee is eligible for Worker's Compensation, the employee shall endorse to the County the Worker's Compensation check and the County shall continue to provide the employee a regular pay check minus normal authorized payroll deductions to the extent of their accrued sick days.

16.6: Employees who elect not to supplement their Worker's Compensation, or who have no or insufficient sick days or who exhaust their sick days while on an injury leave, shall retain the Worker's Compensation check as directed by the County.

16.7: The employee who elects to supplement worker's compensation shall have one (1) sick day deducted from their accrual for each three (3) days of compensable absence.

ARTICLE 17
ASSOCIATION BULLETIN BOARD

17.1: The Association shall be granted bulletin board space by the Court for the following notices:

- A. Notices of Association recreational and social events.
- B. Notices of Association elections.
- C. Notices of results of Association elections.
- D. Notices of Association meetings.

ARTICLE 18
RETIREMENT

18.1: All full time regular employees shall, upon their date of hire, participate in the St. Clair County Employees Retirement Plan.

18.2: The County shall determine the level of funding necessary to assure and maintain the financial stability of the system.

18.3: Employees who terminate their employment prior to eligibility for retirement may withdraw the amount they contributed plus interest. Contributions withdrawn from the plan prior to retirement shall result in termination of all benefits from the plan.

18.4: A retiring employee shall be entitled to final average compensation multiplied by years of service in accordance with the following schedule:

<u>Years of Service</u>	<u>Annual Multiplier</u>
1 through 10	1.75%
11 through 19	2.00%
20 through 24	2.00%
25 through 29	2.40%

Upon attaining the twentieth (20th) year, the multiplier shall be retroactive to the first year. The multiplier maximum accrual shall not exceed sixty-nine and six tenths percent (69.6%).

18.5: A retiring employee shall be eligible to participate in the health care program established by the retirement plan upon attaining twenty (20) years of service. Employees with twenty (20) or more years shall not be required to pay the premium for basic coverage.

18.6: An employee shall be eligible for early retirement when the combination of years and months of actual service and age equal eighty (80) years, provided the employee shall also have completed twenty-five (25) years of actual service. Years of actual service shall mean that period of time employed and contributing to the St. Clair County Employee Retirement Plan and excluding, by way of example, reciprocity through other retirement plans or the purchase of military service time.

18.7: Individual bargaining unit members employed prior to February 7, 1994 shall be entitled to select either the plan provided herein or maintain the plan in effect prior. Bargaining unit members employed or reemployed on or after February 7, 1994 shall be subject to the plan provided herein. Individual employee selections shall be made prior to December 31, 1996 or be subject to the plan provided herein.

ARTICLE 19 EDUCATIONAL REIMBURSEMENT

19.1: Employees enrolled for accredited extension or formal educational courses may request reimbursement for tuition, fees, and supplies. Approval for reimbursement shall only be considered when the education maintains or improves the employee's skills in the area in which they are employed.

19.2: Request for reimbursement must be made in writing and shall include a description of the course, the beginning and concluding date of the course, the cost of tuition, fees and supplies (such as books, manuals, or special materials) and, if applicable, grants, aids, or scholarships available or provided.

19.3: Approval of the request for reimbursement shall be contingent upon available funding, the relevancy of the course to the employee's job, and the employee obtaining a passing grade in the course. The Chief Probate Judge shall have the right to approve or deny a request for reimbursement for all or part of any tuition, fees, and/or supplies as provided in Section 4 below. Chief Probate Judge approval, if granted, must be in writing and shall stipulate the extent of tuition, fees, and/or supplies to be reimbursed. The request shall be considered to be denied in the absence of written approval.

19.4: Reimbursement shall not exceed five hundred dollars (\$500.00) per course. Reimbursement shall be provided only upon obtaining a passing grade.

19.5: An employee shall have at least one year of full time service with the Court to be eligible for consideration.

19.6: An employee who successfully completes a course, with or without reimbursement, shall not necessarily be entitled to an automatic promotion, extraordinary advancement in the salary range, or a higher classification based upon completion of the course or attainment of a degree or certification.

19.7: An employee shall not be entitled to attend class or complete class assignments during their regularly scheduled working hours at the expense of the Court. Nor shall the employee be entitled to utilize the resources of the Court including supplies, equipment, or personnel without supervisory approval. Failure to comply with either provision may result in forfeiture of reimbursement for course expenditures or discipline including discharge or both.

ARTICLE 20
HEALTH, LIFE AND DENTAL CARE

20.1: Each full time employee shall be eligible to participate in the comprehensive medical and hospitalization plan with the following riders:

- Hospital Deductible - \$150 - Employee/\$250 - Family
- ML - Laboratory and X-Ray Expense Benefits
- D45NM - TB and Nervous and Mental Expense Benefits
- SAT-2 - Substance Abuse Programs
- Medicare 2 - 1 - Medicare Complimentary Coverage
- FC - Dependent Eligibility
- SD - Sponsored Dependent
- COB - Coordination of Benefits
- VST - Voluntary Sterilization
- FAE-RC - Emergency Room
- \$5.00 Co-Pay - Prescription Drug Rider
- Master Medical Option 1
- VCA - 80 - Optical
- Case Management
- Precertification

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, 1988 shall pay 100% of FC and/or SD riders plan costs.
- b. Employees hired prior to January 1, 1988 who do not enroll dependents on the FC and/or SD riders until after January 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, 1988 with enrolled dependents shall not pay any of the FC and/or SD riders plan costs. Be it provided, however, that enrollment changes on or after the date of implementation shall be subject to the preceding subsection B.

20.2: Full time employees shall be entitled to select any one of the following options in the place of the core option.

A. OPTION I

All coverages and riders subject to:

- * \$100/\$200 Deductible
- * 80/20 cost share of usual, reasonable and customary charges.
- Precertification/Case Management
- Annual Cash Rebate (Paid Bi-Weekly)
- * \$200 - Single Plan
- * \$335 - Two Person Plan
- * \$410 - Family Plan

B. OPTION II

All coverages and riders subject to:

- * \$250/\$500 Deductible
- * 80/20 cost share of usual, reasonable customary charges.
- Precertification/Casemanagement
- Annual Cash Rebate (Paid bi-weekly)
- * \$400 - Single Plan
- * \$675 - Two Person Plan
- * \$830 - Family Plan

C. OPTION III

Full time employee's eligible to participate in the plan but who elect not to participate shall be entitled annual compensation as follows:

- * \$1350 - Family Plan subscriber
- * \$1100 - Two Person subscriber-
- * \$ 650 - One Person subscriber

Payment shall be made in equal bi-weekly installments with the employee's paycheck. The employee may elect the compensation through deferred compensation or individual flexible spending account. The employee shall have sole responsibility to apply for deferred compensation which shall be consistent with all terms and conditions of deferred compensation.

20.3: 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.

20.4: The County shall provide full time employees with the plan 100/50/50 dental insurance with a carrier of the County's choosing:

A. CORE OPTION

- * Plan 100 50/50 to an annual maximum of \$600 per individual.
- * Orthodontia Plan 50/50 to a lifetime maximum of \$1500 of \$3000 per individual.

B. OPTION I

- * \$200 to a flexible reimbursement account.

C. OPTION II

- * \$150 cash rebate.

20.5: The Employer will provide a \$30,000 group life insurance plan for qualified insurance employees as the core option.

A. OPTION I

The eligible employee may purchase an additional amount equal to the core at the employer's group rate. The employee shall be subject to and responsible for any and all taxes on the premium amount as determined by the IRS.

B. OPTION II

The eligible employee may purchase an amount equal to twice the core at the employer's group rate. The employee shall be subject to and responsible for any and all taxes on the premium amount as determined by the IRS.

20.6: 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.

20.7: 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.

20.8: 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.

20.9: Full time employees shall be entitled to contribute pretax dollars to a flexible spending account for uninsured health care and/or dependent care, in accordance with the policy established by the County and the plan administrator.

ARTICLE 21

SERVICE RECOGNITION

21.1: Full time employees hired prior to February 7, 1994 shall be eligible for a lump sum payment in recognition of their years of continual service. Maximum payment shall not exceed the following:

<u>Years of Service</u>	<u>% of Base Salary</u>	<u>Maximum Payment</u>
5 - 9	2%	\$ 600
10 - 14	4%	\$1,200
15 - 19	6%	\$1,800
20 - 24	8%	\$2,400
25+	10%	\$3,000

21.2: Employees who satisfy the minimal requirements each year shall be paid a single lump sum the first full pay period following the date of their anniversary of full time employment.

21.3: Effective December 31, 1989 employees who receive state salary subsidy shall be entitled to service recognition on the subsidy as well as the County portion provided the combined payment does not exceed the maximum amount provided in 21.1:.

ARTICLE 22

SICK DAYS AND DISABILITY INSURANCE

22.1: Full time employees shall be credited with one (1) sick day upon each monthly anniversary to be used for the purposes provided by this Agreement. Any sick day use other than provided by this Agreement shall be considered a misuse and an abuse.

22.2: Full time employees shall be entitled to accrue sick days to a maximum of thirty (30) days.

22.3: In the event of a serious illness to the spouse, parent, spouse's parent or child, the employee shall be entitled to use up to a maximum of ten (10) sick days per incident as approved by the supervisor. The supervisor may extend this to an additional twenty (20) sick days.

22.4: In the event of a death to a member of the immediate family, the employee may use sick days to a maximum of five (5) days as determined by the supervisor. Immediate family shall be defined as: mother, father, step-parent, brother, sister, spouse, child, step-child, grandparent, grandchild or immediate family of the spouse according to the preceding definition.

22.5: The supervisor may require proof of serious illness or death prior to approval of any sick day use. Employees who attempt to use or use sick days for reasons other than provided herein shall be subject to discipline.

22.6: An employee shall not be entitled to use more sick days than have been accrued or in advance of days to be credited.

22.7: An employee who uses six (6) days in a ninety (90) day period, without a statement from their attending physician indicating the nature of their illness shall be on a "proof required status". Proof required status shall mean the employee must provide a statement from their attending physician indicating the nature of the illness in order to be eligible for sick day pay. An employee shall be on proof required status for ninety (90) calendar days. The employee who fails to provide appropriate medical verification shall be subject to discipline. The Court Administrator or designee may choose not to place the employee on proof required status if the employee has not exhibited a questionable attendance pattern during the preceding one (1) year.

22.8: Sick days may be taken in place of normally scheduled work days, excluding holidays. Sick days used during an approved vacation shall not result in deduction from vacation accumulation but rather from sick day accumulation. The supervisor shall have the right to require the employee to provide a physician's statement verifying an illness during a vacation.

22.9: An employee shall be eligible for salary continuation when an illness or injury extends beyond twenty (20) consecutive work days. Compensation shall commence the twenty-first (21st) work day and shall provide two-thirds (2/3) of the disabled employee's normal pay before all payroll deductions including taxes and F.I.C.A. Salary continuation shall be for a period of five (5) years. Verification of a continuing medical disability may be required by the County in order to provide salary continuation. Salary continuation shall be offset by benefits derived from the County's Retirement Plan, Social Security and/or Worker's Compensation.

22.10: The County shall provide the disabled employee salary continuation from the twenty-first (21st) work day to the one hundred and eightieth (180th) calendar day from disability. During the period that the County provides the disabled employee salary continuation, the employee shall be entitled to continuation of the fringe benefits which shall be provided consistent with the employee's reduced salary. In other words, all benefits based upon salary shall be computed upon the reduced salary.

22.11: The disabled employee shall not be ineligible for salary continuation for refusal to accept an offer of work in a classification other than the classification held at the time of disability.

22.12: Commencing the one hundred and eighty-first (181st) calendar day salary continuation shall be provided by an insurance carrier of the County's choice or by the County at the County's discretion. At such time the disabled employee shall not be eligible for fringe benefits. Be it provided, however, that the disabled employee shall be entitled to obtain group health insurance through the County in accordance with the following safeguards and conditions.

- A. The disabled employee shall be entitled to six (6) months of health care coverage provided the employee pays fifty percent (50%) of the premium costs.
- B. The County shall require prepayment of all premium costs.

22.13: The employee shall be entitled to select either of the following options to the core salary continuation (disability) plan.

A. CORE OPTION

- * 66 2/3% of base salary
- * 5 years from date of disability
- * \$4,000 monthly maximum

B. OPTION I

- * 70% of base salary
- * Benefit to age 65
- * \$6,000 monthly maximum

The employee electing Option I shall pay, by bi-weekly payroll deduction, the difference in premium between the Core Option and Option I at the County's Group Rate.

22.14: Nothing shall prohibit the County from offering the employee a redemption in lieu of salary continuation. Be it provided, however, that the employee shall have sole responsibility to accept or reject a redemptive offer.

22.15: The employee shall be eligible to supplement disability compensation with vacation or sick days on a ratio of one (1) vacation day or one sick day to three (3) days of absence in order to remain at full normal gross salary.

22.16: When an employee's illness or physical condition raises the question of fitness to perform normal duties, or if the employee exhibits questionable attendance, the Court may require the employee to submit to a physical examination and the Court shall pay the expenses incurred.

22.17: An employee on an approved disability leave using sick days, salary continuation or disability insurance shall be subject to all the provisions of Article 15 - Leave of Absence.

22.18: The employee must promptly notify their Supervisor of their absence or be subject to discipline.

22.19: Upon termination of employment, an employee with accrued sick days shall be entitled to receive compensation to a maximum accrual of thirty (30) sick days based upon the following graduated schedule of months of service.

<u>Months of Service</u>	<u>% of Accrual</u>
12 to 24	20%
25 to 36	30%
37 to 48	40%
49 or more	50%

22.20: Employees subject to another sick day policy other than that which is provided herein shall upon entry into this unit be compensated for sick day accruals as follows:

- A. The employee shall retain accrued sick days to a maximum of thirty (30) days.
- B. The employee shall be paid off at a rate of fifty percent (50%) of the remaining value of the sick days.

ARTICLE 23
VACATIONS

23.1: Full-time employees shall be entitled to vacation according to the following schedule:

<u>Years of Service</u>	<u>Days</u>
1 - 2	10
3 - 4	12
5 - 9	15
10 - 14	17
15 - 19	20
20 - 24	22
25 +	25

23.2 The full allocation of days according to the above schedule shall be credited to the employee upon each anniversary of full-time employment with the department.

23.3 Vacation days shall not be used prior to their being credited or beyond the number of those days accumulated.

23.4 An employee shall be entitled to carry forward from the previous years accrual as many days that when added to the anniversary credit does not exceed thirty-five (35) days. In other words, an employee shall not be entitled to maintain an accrual of more than thirty-five (35) days at any time.

23.5 Vacation days must have the prior approval of the Court to be used. Approval shall be contingent upon meeting the operational needs of the Court but approval shall not be unreasonably withheld. Seniority shall prevail when requests are simultaneous.

23.6 A holiday occurring during a paid vacation leave shall not be deducted from the vacation accumulation.

23.7: Upon termination, retirement or death, the employee or beneficiary or the employee's estate shall be paid the total accrued unused vacation days and a prorated pay-off of vacation time from their date of separation retroactive to their last anniversary of employment. Be it provided, however, that such payoff of unused days shall not exceed thirty-five (35) days of pay.

ARTICLE 24 HOLIDAYS

24.1: Full time regular employees are entitled to the holidays determined by the State Supreme Court Administrator's Office.

24.2: When a holiday falls on a Saturday, it shall be celebrated on the preceding Friday. When a holiday falls on a Sunday, it shall be celebrated the following Monday.

24.3: To be eligible for holiday pay, the employee must work the day before and after the holiday unless such absence is authorized.

ARTICLE 25 JURY DUTY, SUBPOENA AND WITNESS FEE

25.1: An employee who is called to perform jury duty shall inform the Employer immediately.

LETTER OF UNDERSTANDING
REGARDING
FEDERAL OR STATE ENACTED HEALTH CARE

In the event federal or state legislation is enacted that affects either the benefit design or the cost of providing health care, the parties shall meet and if necessary bargain to a mutually satisfactory resolution.

FOR THE ASSOCIATION

Date: _____

94juvcou.com

FOR THE COURT/COUNTY

Date: _____

NOW, THEREFORE, BE IT RESOLVED: that the St. Clair County Board of Commissioners acknowledges and approves the designation of the St. Clair County Health Department as the Regional Substance Abuse Coordinating Agency, effective October 1, 1994, for the Fiscal Years October 1, 1994 through September 30, 1995, and October 1, 1995 through September 30, 1996.

NOW, THEREFORE, BE IT FURTHER RESOLVED: that the Human Development Commission be required to fully cooperate with the St. Clair County Health Department during a transition period to begin March 1, 1994. Cooperation shall include but not be limited to:

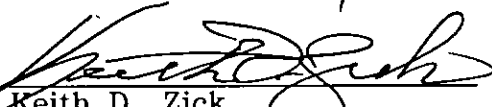
- A. Critical areas of program planning for Fiscal Year 1994-95
- B. Program evaluation for Fiscal Year 1993-94
- C. Contract development and appropriate amendments for Fiscal Years 1993-94 and 1994-95
- D. Data recording and reporting activities for Fiscal Year 1993-94
- E. Financial activities for Fiscal Year, including responsibilities for program audits, program accounts payable, and transfer of equipment and records
- F. Resolution of existing issues which have an impact on delivery of substance abuse services within the Thumb Region.

NOW, THEREFORE, BE IT FURTHER RESOLVED: that the St. Clair County Board of Commissioners reserves the right to consider other alternatives to the designation of the St. Clair County Health Department as the Regional Substance Abuse Coordinating Agency.

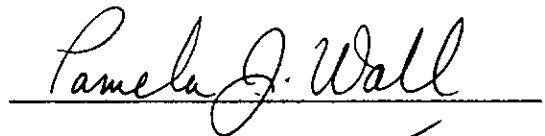
BE IT FURTHER RESOLVED: that copies of this Resolution 94-3, be sent to other four (4) member Counties of the Thumb Region Substance Abuse Coordinating Agency.

DATED: February 9, 1994

Reviewed and Approved by:



Keith D. Zick
County Corporation Counsel
110 Huron Boulevard
Marysville, Mi 48040



RESOLUTION 94-2

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 two thousand, four hundred eight and no/100 dollars (\$1,502,408) shall be paid from combined County and State funds during the life of this agreement, provided further that three hundred eighty one thousand, five hundred sixty one and no/100 dollars (\$381,561) 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.

Michigan Department of Social Services

COOPERATIVE REIMBURSEMENT CONTRACT APPLICATION

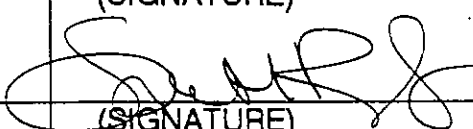

Application is hereby made to the Michigan Department of Social Services for approval of a proposal to provide services in accord with approved Title IV-D state plan to establish paternity, secure support orders and enforce support orders.

SECTION I – IDENTIFICATION AND SIGNATURES

A. PROGRAM IDENTIFICATION

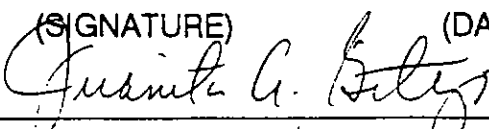
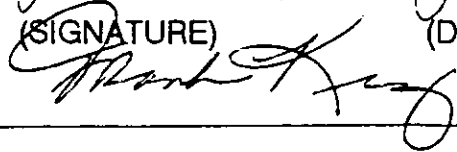
1) LOCATION OF PROGRAM (City, County, Mailing Address) 201 McMorran Blvd, Port Huron, Michigan 48060	
2) PROGRAM PROVIDER (Name, Title – Prosecutor, Chief Judge or Designee) Friend of the Court – Susan Borovich	
3) PROGRAM CONTRACTOR (Name, Title – Board of Commissioners or Designee) Mary Mechtenberg, Board of Commissioners Chairperson Chairperson Board of Commissioners	
4) TYPE OF APPLICATION <input checked="" type="checkbox"/> RENEWAL NEW CONTRACT <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) 10-21-93
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) 10/22/93
OFFICE OF CHILD SUPPORT DISTRICT MANAGER	(SIGNATURE) 	(DATE) 11/15/93

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

**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:

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. Also indicate projections and actual performance for the most recently completed year.

A. COST BENEFIT INDICATOR PROJECTION:

	1993 PROJECTION	1993 ACTUAL *	1994 PROJECTION
	-----	-----	-----
1. Total ADC Collections	\$3,500,000.00	\$3,658,818.00	\$3,731,995.00
2. Total non-ADC IV-D Collections	\$10,300,000.00	\$10,955,544.00	\$11,174,655.00
3. Total IV-D Collections	\$13,800,000.00	\$14,614,363.00	\$14,906,650.00
4. Total Net IV-D Costs	\$1,475,455.00	\$1,466,365.00	\$1,502,403.00
5. Cost Benefit Indicator	\$9.35	\$9.97	\$9.92
	-----	-----	-----

* Information on actual performance and actual charges should be based on 1992 DSS-284's, DSS-284A's and DSS-286s.

B. OTHER PERFORMANCE INDICATOR PROJECTIONS:

A. CONTRACT DESCRIPTION

St. Clair County
Friend of the Court
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'S	92.41%	100.00%
3. CASELOAD % (FOC)	84.85%	100.00%
	PROPOSED IV-D BUDGET	PROVIDER'S ELIGIBLE BUDGET
C. IV-D BUDGET CATEGORIES		
1. PERSONNEL	\$1,319,322.00	\$1,427,644.00
2. DATA PROCESSING	\$53,211.00	\$62,712.00
3. OTHER DIRECT	\$127,867.00	\$138,370.00
4. CENTRAL SERVICES	\$117,404.00	\$127,043.00
5. PATERNITY TESTING	\$0.00	\$0.00
6. TOTAL BUDGET	\$1,617,804.00	\$1,755,769.00
7. SERVICE FEES	(\$115,396.00)	(\$136,000.00)
8. OTHER INCOME (DESCRIBE)	(\$0.00)	(\$0.00)
9. NET BUDGET	\$1,502,408.00	\$1,619,769.00
10. COUNTY SHARE \$	\$381,561.00	////////////////////////////////////
11. COUNTY SHARE %	25.40%	////////////////////////////////////
12. STATE SHARE \$	\$1,120,847.00	////////////////////////////////////
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 COOPERATIVE 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
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%	0
EDUCATION & TRAINING	500			500	92.41%	462
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	92.41%	127,041

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

COMMENTS:

18-Oct-93

TITLE IV - D COOPERATIVE 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	38.87
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 AP810FTI (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	10,469.35	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	18,403.00	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	2,259.51
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: * Laser printer & two copiers

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 PROPOSAL
BUDGET DOCUMENTATION

COUNTY S. Clair
PROVIDER FOC
FUNDING YEAR 1994

S O U R C E O F F U N D I N G W O R K S H E E T

1. Total Net IV-D Budget Proposed for 1994 Contract	\$	\$1,502,408.00	-----
2. 66% of Total Above (FFP Match)	\$	\$991,589.00	-----
3. State GF/GP Funding allocation *	\$	\$129,258.00	-----
4. Total of 2 and 3 is State Share of Net IV-D Budget	\$	\$1,120,847.00	-----
5. State Funding Share as a % of Net IV-D Budget		74.60%	-----
6. County Funding Share of Proposed Budget (1 minus 4)	\$	\$381,561.00	-----
7. County Funding Share as a % of Net IV-D Budget		25.40%	-----

* From the 1994 COOPERATIVE REIMBURSEMENT CONTRACT GF/GP ALLOCATION chart, record the amount for your contract.

Notes:

Round all dollar amounts to the nearest whole number.

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

**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	1,038.85	27,010.10	27,280.00	25	2,728	2,295.61	3,901.04	2,200.00	110.00	550.00	75.02	75.02	75.18	39,889.87
CLUBS	138	1,250.48	32,511.98	35,112.92	20	2,400	2,869.74	4,878.68	4,950.00	110.00	550.00	83.78	93.78	844.04	51,000.94
BAILEY	144	1,201.31	31,234.06	31,859.00	20	2,400	2,820.81	4,453.87	4,950.00	110.00	550.00	85.65	85.65	770.83	47,785.81
KUZMA (NO HEALTH)	172	1,283.42	33,388.82	35,138.00	18	1,800	2,825.60	4,801.68	0.00	110.00	550.00	92.34	92.34	831.06	46,239.02
BLAKE	178	963.38	25,047.88	25,298.00	19	1,518	2,051.42	3,488.08	2,200.00	110.00	550.00	67.04	67.04	603.36	35,850.94
HULL	204	963.38	25,047.88	25,298.00	17	1,518	2,051.42	3,488.08	4,850.00	110.00	550.00	67.04	67.04	603.36	38,600.94
TREMP	230	1,155.12	30,033.12	31,859.00	18	1,800	2,574.91	4,375.67	5,000.00	110.00	550.00	84.15	84.15	757.21	47,195.21
SLOAN	278	833.15	21,681.90	21,878.00	15	1,200	1,765.54	3,000.27	4,850.00	110.00	550.00	57.70	57.70	519.28	33,989.49
DOCHERTY	288	1,283.42	33,388.82	34,038.00	15	1,800	2,741.45	4,658.88	5,000.00	110.00	550.00	89.59	89.59	806.31	48,881.82
MASSACAR	302	963.38	25,047.88	25,298.00	15	1,518	2,051.42	3,488.08	2,200.00	110.00	550.00	67.04	67.04	603.36	35,950.94
SURLINE	304	963.38	25,047.88	25,298.00	15	1,518	2,051.42	3,488.08	5,000.00	110.00	550.00	67.04	67.04	603.36	38,750.94
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	21,878.00			1,673.74	2,844.27	5,000.00	110.00	550.00	54.70	54.70	492.28	32,658.89
HURLEY	678	833.15	21,681.90	21,878.00			1,673.74	2,844.27	5,000.00	110.00	550.00	54.70	54.70	492.28	32,658.89
MAC ALPINE	728	1,201.31	31,234.06	31,859.00	8	600	2,483.11	4,219.87	2,200.00	110.00	550.00	81.15	81.15	730.33	42,914.41
SC-HALLER	750	833.15	21,681.90	21,878.00	8	400	1,704.34	2,896.27	2,200.00	110.00	550.00	55.70	55.70	501.28	30,352.29
KINNEY	776	963.38	25,047.88	25,298.00	8	508	1,974.01	3,354.52	5,000.00	110.00	550.00	64.51	64.51	580.59	37,502.14
HOULE	789	1,283.42	33,388.82	34,038.00	8	600	2,648.85	4,502.68	5,000.00	110.00	550.00	86.59	86.59	779.31	48,400.82
KELLY	797	833.15	21,681.90	21,878.00	8	400	1,704.34	2,896.27	4,850.00	110.00	550.00	55.70	55.70	501.28	33,002.29
PORTER	825	963.38	25,047.88	25,298.00	8	508	1,974.01	3,354.51	5,000.00	110.00	550.00	64.51	64.51	580.59	37,502.09
SOMMERS	829	833.15	21,681.90	21,878.00			1,673.74	2,844.27	2,200.00	110.00	550.00	54.70	54.70	492.28	29,858.69
BOROWICH (f)	828	2,103.77	54,698.02	58,250.00			4,458.13	7,572.50	5,000.00	110.00	550.00	145.63	145.63	1,310.63	77,540.50
PAKER	1018	1,217.08	31,644.08	31,859.00			2,437.21	4,141.67	5,000.00	110.00	550.00	79.65	79.65	716.83	44,974.01
COOK (NO HEALTH)	1043	1,253.23	32,583.98	33,209.00			2,540.49	4,317.17	5,000.00	110.00	550.00	83.02	83.02	747.20	41,638.91
VETTESE, KATHLENE (f)	1105	684.98	17,808.98	21,761.00			1,884.72	2,828.83	5,000.00	110.00	550.00	54.40	54.40	489.62	27,513.07
ROSS	1106	833.15	21,681.90	21,878.00			1,673.74	2,844.27	5,000.00	110.00	550.00	54.70	54.70	492.28	32,658.69
SANTER (NF-H)	1107	833.15	21,681.90	23,228.00			1,777.02	3,018.77	5,000.00	110.00	550.00	58.07	58.07	522.65	29,324.59
MCCORMICK (NF-H)	1108	1,253.23	32,583.98	33,209.00			2,540.49	4,317.17	5,000.00	110.00	550.00	83.02	83.02	747.20	41,638.91
JAKUBIAK	1118	1,884.00	48,484.00	51,264.00			3,921.70	6,664.32	1,350.00	110.00	550.00	128.18	128.18	1,153.44	65,289.78
APPLING	1125	833.15	21,681.90	21,878.00			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	21,681.90	21,878.00			1,673.74	2,844.27	4,850.00	110.00	550.00	54.70	54.70	492.28	29,858.69
ROTH	1233	833.15	21,681.90	21,878.00			1,673.74	2,844.27	2,200.00	110.00	550.00	54.70	54.70	492.28	29,858.69
WOOLMAN	1356	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	40,298.00			3,082.57	5,238.35	1,350.00	110.00	550.00	100.74	100.74	908.64	51,734.03
DETSCHMAN	1468	1,362.95	35,421.10	38,721.00			2,962.19	5,033.73	1,100.00	110.00	550.00	96.80	96.80	871.22	49,541.71
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	34,959.35
TEMPORARY HELP				6,500.00			497.25								6,997.25
OVERTIME			0.00	500.00			38.25	85.00						11.25	614.50

TOTAL	37,791.94	982,574.84	1,024,172.92	24,222.98	80,202.28	135,448.46	111,850.00	3,850.00	19,250.00	2,803.49	2,603.48	23,442.66	1,427,644.25
-------	-----------	------------	--------------	-----------	-----------	------------	------------	----------	-----------	----------	----------	-----------	--------------

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

ST. CLAIR COUNTY, MICHIGAN
STATISTICS

QT	MONTH	YEAR	FOC		STAT	PA	TIME	CASE	FOC		PA STATISTICS	
			EXP	EXP					ADC COL.	NON-ADC	ADC ORDERS	NON-ADC ORDERS
1ST QT	JAN	1993	137,812.79									
	FEB	1993	110,787.37									
	MARCH	1993	111,314.60				91.50%	86.85%	745,726	2,554,385	3,300,110	0 0 0
2ND QT	APRIL	1993	134,490.02									
	MAY	1993	101,648.40									
	JUNE	1993	99,055.08				94.30%	91.00%	1,107,199	2,964,564	4,071,762	0 0 0
3RD QT	JULY	1993	159,252.84									
	AUG	1993	101,713.24									
	SEPT EST	1993	99,316.82				91.50%	80.75%	1,019,539	2,884,050	3,903,589	0 0 0
4TH QT	OCT	1992	159,618.86									
	NOV	1992	110,934.73									
	DEC	1992	140,420.40				92.35%	80.80%	786,355	2,552,547	3,338,901	0 0 0
	TOTAL		1,466,365.15		0.00	0.00	92.41%	84.85%	3,658,818	10,955,544	14,614,363	0 0 0

DMG/NGCS II
07/30/93

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

Summary page 1
Schedule A.001
FISCAL 1992

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
=====							

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.

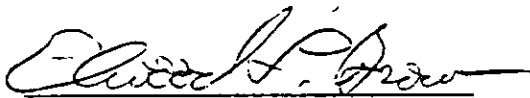
2. The Chairperson of this Board is hereby authorized to execute said agreement for and on behalf of St. Clair County.

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

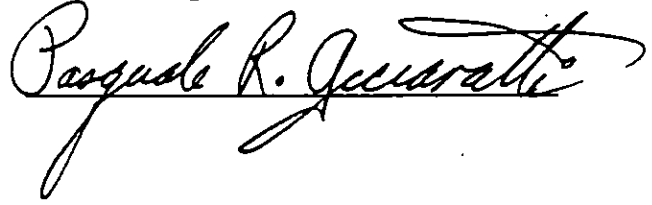
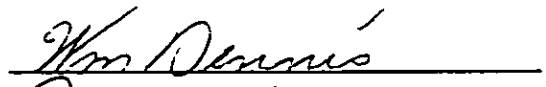

4. All resolutions and parts of resolutions, insofar as the same conflict with the provisions of this resolution be, and the same hereby are rescinded.

DATED: October 27, 1993

Reviewed and Approved by:



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



C E R T I F I C A T E

I, MARION SARGENT, 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 Regular meeting of the Board of Commissioners of St. Clair County, Michigan, held on Oct. 27, 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 28 day of October, 1993.



St. Clair County Clerk

(SEAL)

TABLE OF ORGANIZATION - FRIEND OF THE COURT, ST. CLAIR COUNTY, MICHIGAN

FRIEND OF THE COURT
Susan M. Borovich

**ASSISTANT
FRIEND OF THE COURT**
M. Lynne Jukubiak

**ATTORNEY - REFEREE
OPPLIGER**
Andria Ditschman

**ATTORNEY - REFEREE
DEEGAN**
Elizabeth Belanger

**OFFICE
ADMINISTRATION**
Joann Clubb

**ATTORNEY - REFEREE
CORDEN**
M. Lynne Jukubiak

**A - L
JSO II**
Maureen Docherty

**M - Z
JSO I**
Jim McCormick

**ACCOUNT
CLERK II**
Susie Kinney

**ACCOUNT
CLERK I**
Brian Ross
Julie Grewe
Jackie Roth

**A - L
JSO II**
Gale Kuzma

**M - Z
JSO I**
Judy Tremp

**ACCOUNT
CLERK II**
Deb Senyk

**ACCOUNT
CLERK I**
Bonnie Gilbert
Jo Ann Sloan
Kathlene Vettesse

**A - L
JSO II**
Gary Houle

**M - Z
JSO I**
Geri Bailey

**ACCOUNT
CLERK II**
Carol Curtis

**ACCOUNT
CLERK I**
Charlotte Kelly
Jim Santer
Dev Appling

**CUSTODY
JSO I**

**CUSTODY
JSO I**
Debra Mac

**CUSTODY
JSO I**
Tim Cook

**W/O
JSO I**
Tim Kater

SECRETARY
Shirley Blake

**ACCOUNT
CLERK III**
Decky Gordon

**ACCOUNT
CLERK II**
Linda Massacat

**ACCOUNT
CLERK I**
Nanon Hurley
Carole Schaller
Missy Sommers
Dana Surline
Sue Hull

OPPLIGER
Deegan
Corden
Oppliger
Deegan

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%		
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

RESOLUTION 94-1

APPROVING COOPERATIVE REIMBURSEMENT IV-D PROGRAM
AGREEMENT FOR THE ST. CLAIR COUNTY PROSECUTING ATTORNEY
FOR 1994

WHEREAS, the Michigan Department of Social Services proposes to renew its "Cooperative Reimbursement (IV-D) Program" wherein direct grants are made to the counties under the provisions and in accordance with Title IV-D of the Social Security Act, as amended, and the provisions of part 304, Chapter III, Title 34, Code of Federal Regulations for the purpose of staffing sufficient personnel to assist in the collection of money for recipients of the A.D.C. Program, and other service programs, as well as certain services rendered by the Prosecuting Attorney's Office; and

WHEREAS, payment shall be made on the basis of the program budget, a copy of which is attached hereto and made a part hereof, provided that no more than One Hundred Sixty Eight Thousand One Hundred Fifty-eight and no/100ths (\$168,158.00) Dollars shall be paid from combined County and State funds during the life of this agreement and provided further that Forty-one Thousand Two Hundred Twenty-six and no/100ths (\$41,226.00) Dollars of the above amount is the County's appropriation contributed to the Title IV-D Program.

NOW, THEREFORE, BE IT RESOLVED THAT:

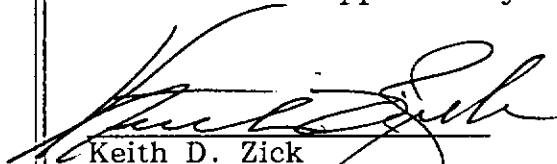
1. The St. Clair County Board of Commissioners do hereby approve the execution of the Cooperative Reimbursement Program agreement between the Prosecuting Attorney for the County of St. Clair and the Michigan Department of Social Services.



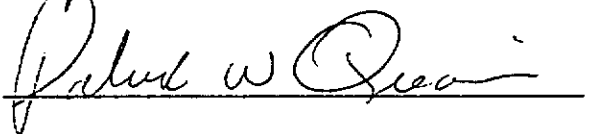
2. The Chairperson of this Board is hereby authorized to execute said agreement for and on behalf of St. Clair County.

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: January 19, 1994

Reviewed and Approved by:


Keith D. Zick
County Corporation Counsel
110 Huron Boulevard
Marysville, MI 48040

Michigan Department of Social Services
 COORDINATIVE 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 the approved Title IV-D state plan to establish paternity, secure support orders and enforce support orders.

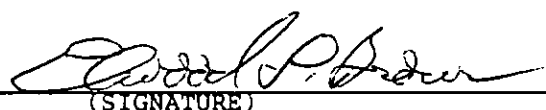
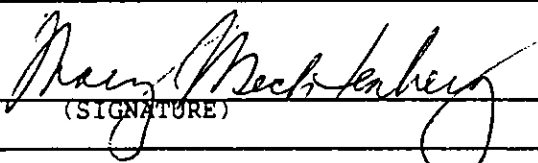
SECTION I - IDENTIFICATION AND SIGNATURES

A. PROGRAM IDENTIFICATION

1) LOCATION OF PROGRAM (City, County, Mailing Address) Port Huron, St. Clair County, 301 County Building, Port Huron, MI 48060	
2) PROGRAM PROVIDER (Name, Title - Prosecutor, Chief Judge or Designee) ELWOOD L. BROWN, St. Clair County Prosecuting Attorney	
3) PROGRAM CONTRACTOR (Name, Title - Board of Commissioners or Designee) St. Clair County Board Of Commissioners	
4) TYPE OF APPLICATION <input checked="" type="checkbox"/> NEW CONTRACT <input type="checkbox"/> AMENDMENT	6) TYPE OF PROGRAM <input checked="" type="checkbox"/> PROSECUTING ATTORNEY <input type="checkbox"/> FRIEND OF THE COURT <input type="checkbox"/> COMBINED PA AND FOC
5) PROPOSED PROGRAM DATES FROM <u>01/01/94</u> TO <u>12/31/94</u>	

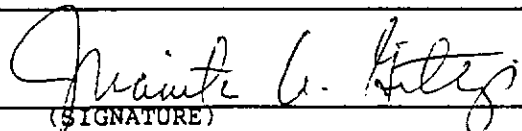

OFFICE OF CHILD SUPPORT
 RECEIVED
 DEC 17 1993

B. SIGNATURES

7) PROGRAM PROVIDER (Prosecutor or Friend of Court)	 _____ (SIGNATURE)	11-17-93 _____ (DATE)
8) PROGRAM CONTRACTOR (Board Chairperson or Designee)	 _____ (SIGNATURE)	11-18-93 _____ (DATE)

Please submit two (2) 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)	12/10/93 _____ (DATE)
OFFICE OF CHILD SUPPORT DISTRICT MANAGER	 _____ (SIGNATURE)	11-30-93 _____ (DATE)

SECTION II - MANAGEMENT PLAN

- A) PROGRAM PURPOSE - The IV-D Child Support Enforcement Program is a federal, state and county cooperative 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 and a subrecipient of federal financial assistance, the activities and responsibilities reflected in Section II of the agreement will be performed in accordance with the requirements of Title IV-D of the Social Security Act, implementing federal regulations and applicable state statutes.
- C) COOPERATIVE REIMBURSEMENT SUPERVISOR - Name, title, mailing address and telephone number of the designated person with responsibility for the cooperative reimbursement goals and operations (FOC or PA) within the program provider's office.

Elwood L. Brown
Prosecuting Attorney
301 County Building
Port Huron, MI 48060

- D) FINANCIAL OFFICER - Name, title and mailing address of the official authorized by the Contractor 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.

Donald E. Dodge
County Administrator/Controller
201 McMorran Blvd., Room 103
Port Huron, MI 48060

- E) ORGANIZATION CHART - (Attach 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:

- 1) TIME ALLOCATION STUDIES
- X 2) DAILY TIME LOGS
- 3) MONTHLY CERTIFICATION THAT ALL COSTS CLAIMED PERTAIN TO EMPLOYEES WORKING 100% ON IV-D ACTIVITIES

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:

	<u>1993 PROJECTION</u>	<u>1993 ACTUAL *</u>	<u>1994 PROJECTION</u>
1. ADC Orders to be Established	525	499	510
2. Non-ADC IV-D Orders to be Established	25	30	40
3. Total IV-D Orders to be Established	550	529	550
4. Total Net IV-D Costs	\$168,158.	\$161,972.00	\$168,158.
5. Cost Benefit Indicator	\$305.74	306.19	\$305.74

* 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:

IV-D COOPERATIVE REIMBURSEMENT CONTRACT
SECTION IV - BUDGET

A. CONTRACT DESCRIPTION

1. COUNTY	<u>St. Clair</u>
2. PROVIDER	<u>Prosecutor</u>
3. FUNDING YEAR	<u>1994</u>

COLUMN I	COLUMN II	COLUMN III
	PROPOSED IV-D BUDGET	PROVIDER'S ELIGIBLE BUDGET
B. ALLOCATION FACTORS		
1. FTE POSITIONS	2.7	22.5
2. % OF TOTAL FTE POSITIONS	12%	100%
3. CASELOAD % (FOC ONLY)		
	PROPOSED IV-D BUDGET	PROVIDER'S ELIGIBLE BUDGET
C. IV-D BUDGET CATEGORIES		
1. PERSONNEL	\$110,741.00	\$1,225,917.00
2. DATA PROCESSING	-0-	not available
3. OTHER DIRECT	33,500.00	171,600.00
4. CENTRAL SERVICES	21,443.00	178,688.00
5. PATERNITY TESTING (PA ONLY)	2,474.00	-0-
6. TOTAL BUDGET	\$168,158.00	\$1,606,205.
7. SERVICE FEES	(-0-)	(-0-)
8. OTHER INCOME (DESCRIBE)	(-0-)	(-0-)
9. NET BUDGET	\$168,158.00	\$1,606,205.00
10. COUNTY SHARE \$	\$41,226.00	////////////////////////////////////
11. COUNTY SHARE %	24.52%	////////////////////////////////////
12. STATE SHARE \$	\$126,932.00	////////////////////////////////////
13. STATE SHARE %	75.48%	////////////////////////////////////

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

COUNTY St. Clair
PROVIDER Prosecutor
FUNDING YEAR 1994

BUDGET DOCUMENTATION

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			
1. Elaine Hofmann	\$36,244.			\$36,244.	100%	\$36,244.00
2. Kimberly Gardner	39,580.			39,580.	100%	39,580.00
3. Linda Kuehn	19,861.			19,861.	100%	19,861.00
4. Teresa Manos	50,187.			50,187.	30%	15,056.00
5.						
6.						
7.						
TOTAL	\$145,872.			\$145,872.	////////// ////////// //////////	\$110,741.00

SUBCONTRACTS:

COMMENTS:

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

COUNTY _____

BUDGET DOCUMENTATION

PROVIDER _____

FUNDING YEAR _____

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			
1.						
2.						
3.						
4.						
5.						
6.						
7.						
TOTAL					////////////////	

SUBCONTRACTS:

COMMENTS:

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

COUNTY St. Clair

BUDGET DOCUMENTATION

PROVIDER Prosecutor

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			
1. Travel & Ed.	14,500.			14,500.	7%	\$ 1,015.
2. Office Supplies	36,000.			36,000.	17%	6,120.
3. Books	16,000.			16,000.	12%	1,920.
4. Telephone	19,000.			19,000.	13%	2,470.
5. Witness Fees	37,000.			37,000.	19%	7,030.
6. Professional & Contractual	21,000.			21,000.	38%	7,980.
7. Repairs	6,100.			6,100.	16%	976.
8. Postage	5,989.			5,989.	100%	5,989.
TOTAL	\$155,589.			155,589	//////////////////// //////////////////// ////////////////////	\$33,500.

SUBCONTRACTS:

COMMENTS:

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

COUNTY St. Clair

PROVIDER Prosecutor

BUDGET DOCUMENTATION

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			
1. Central Services Plan	\$178,688.			\$178,688.	12%	\$21,443.
2.						
3.						
4.						
5.						
6.						
7.						
TOTAL	\$178,688.			\$178,688.	//////////////// //////////////// ////////////////	\$21,443.00

SUBCONTRACTS:

COMMENTS:

Central Services (Cost Allocation)

DMG/NGCS II
08/25/93

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

Summary page 2
Schedule A.002
FISCAL 1992
(continued)

Central Svc Departments	PROBATE COURT	PROB CT JUVENILE	PROBATION: ADULT	EQUALIZATION	PROS ATTY	COOP EXTEN	DRAIN COMM
COST PLAN							
BLDG DEPRECIATN	15,392	16,311	8,395	4,378	17,101	1,795	
EQUIP DEPRECIATN	3,904	2,156	3,380	3,329	27,410	8,833	21,377
INSURANCE	4,681	9,650	894	2,597	10,842	3,227	4,447
CENTRAL STORES	2,522	2,476	2,063	5,583	3,134	1,287	634
BLDGS & GRNDS	47,061	48,667	29,456	13,849	57,415	47,392	537
LAND & GRAPHICS							
RETIREMENT BOARD	65	169		49	140	37	28
PERSONNEL DEPT	2,916	7,485		2,184	6,181	1,672	1,247
COUNTY TREASURER	2,152	2,044	313	931	3,503	1,581	872
DATA PROCESSING			2,257	13,269	3,179		
CONTROLLER	7,322	11,135	1,753	4,167	12,061	5,580	3,529
LEGISLATIVE ACT	888	1,466	85	540	1,771	644	331
Total Allocated	\$86,903	\$101,559	\$48,596	\$50,876	\$142,737	\$72,048	\$33,002
Roll Forward	11,840	(1,948)	10,619	6,312	35,951	15,089	22,442
Proposed costs	\$98,743	\$99,611	\$59,215	\$57,188	\$178,688	\$87,137	\$55,444

120/b

\$ 21,443.

*Roll Forward
from
of fund payments*

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

COUNTY St. Clair

PROVIDER Prosecutor

BUDGET DOCUMENTATION

FUNDING YEAR 1994

P A T E R N I T Y T E S T I N G L I N E I T E M W O R K S H E E T

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			
1. Blood Test drawing fees	1,000.00			1,000.	100%	\$1,000.00
2. Inter-state blood tests	1,000.00			1,000.	100%	1,000.00
3. Expert Witness Fees	474.00			474.	100%	474.00
4.						
5.						
6.						
7.						
TOTAL	\$2,474.00			\$2,474.	////////// ////////// //////////	\$2474.00

SUBCONTRACTS:

COMMENTS:

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

COUNTY St. Clair

PROVIDER Prosecuting Attorney

BUDGET DOCUMENTATION

FUNDING YEAR 1994

SOURCE OF FUNDING WORKSHEET

(Used to calculate lines 10-13 of Contract Budget)

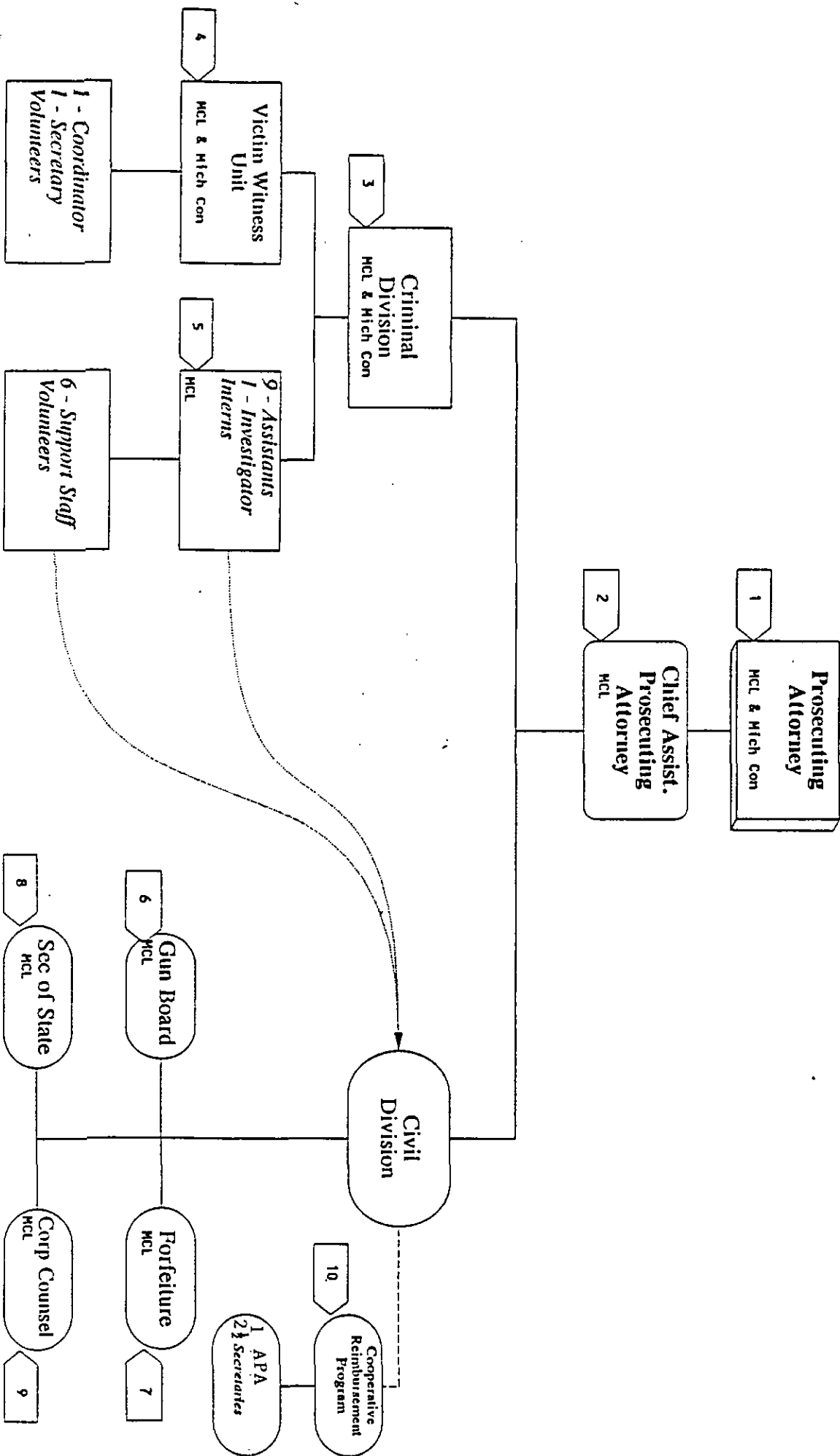
1. Total Net IV-D Budget Proposed for 1994 Contract	\$ <u>168,158.00</u>
2. 66% of Line 1 (FFP Match)	\$ <u>110,984.00</u>
3. State GF/GP Funding Allocation *	\$ <u>15,948.00</u>
4. Total of 2 and 3 is State Share of Net IV-D Budget (Enter in BUDGET PROPOSAL, LINE 12)	\$ <u>126,932.00</u>
5. State Funding Share as a Percent of Net IV-D Budget (4 divided by 1) (Enter in BUDGET PROPOSAL, LINE 13)	<u>75.48</u> %
6. County Funding Share of Proposed Budget (1 minus 4) (Enter in BUDGET PROPOSAL, LINE 10)	\$ <u>41,226.00</u>
7. County Funding Share as a Percent of Net IV-D Budget (1.00 minus line 5) (Enter in BUDGET PROPOSAL, LINE 11)	<u>24.52</u> %

* 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%.

ST. CLAIR COUNTY PROSECUTOR'S OFFICE - ORGANIZATIONAL CHART



RESOLUTION 94-69

ADOPTING COLLECTIVE BARGAINING AGREEMENT
BETWEEN ST. CLAIR COUNTY
AND
FRIEND OF COURT EMPLOYEES - SEIU

zick

WHEREAS, the Friend of Court Employees - SEIU is recognized by the Michigan Employment Relations Commission, the 31st Judicial Circuit Court of St. Clair County, and the County of St. Clair as the exclusive representative of certain employees of the County of St. Clair; and

WHEREAS, the 31st Judicial Circuit Court of St. Clair County has authorized the County of St. Clair the 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, 1994 through December 31, 1997, is hereby approved and adopted.

DATED: December 14, 1994

Reviewed and Approved by:



KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, Mi 48040

RESOLUTION 94-68

AMENDING RESOLUTION 94-51

ESTABLISHING COMPENSATION TO BE PAID TO
MEMBERS OF THE SOCIAL SERVICES BOARD

WHEREAS, it is the statutory duty of the St. Clair County Board of Commissioners, at the October Session of each year, to determine the compensation to be paid to the Members of the Social Services Board, appointed by the Board of Commissioner; and

WHEREAS, the St. Clair County Board of Commissioners has given due consideration to this matter.

NOW, THEREFORE, BE IT RESOLVED:

1) That the following schedule may be, and the same is hereby adopted, reflecting compensation for Members of the Social Services Board for 1995 and 1996:

EFFECTIVE JANUARY 1, 1995

A. Member, Social Services Board	\$2,514
B. Chairperson, Social Services Board	3,711

2) EFFECTIVE JANUARY 1, 1996

A. The Compensation Rate shall be provided consistent and in conformity of general across the Board adjustments provided classifications subject to the Wage-Grade Plan.


3) The Members of the Social Services Board shall be paid a Per Diem rate of \$30.00 per meeting and \$40.00 per Social Services Board meeting chaired, with a maximum of 24 total meetings.


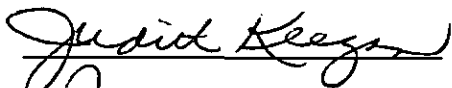
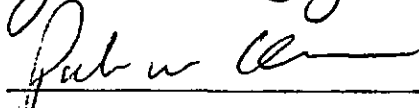
4) Members of the Social Services Board shall only be eligible for specified benefits as authorized by official action of the County Board of Commissioners.

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

DATED: December 14, 1994

Reviewed and Approved by:


KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, MI 48040

RESOLUTION 94-67
AMENDING RESOLUTION 94-50

ESTABLISHING COMPENSATION TO BE PAID TO
MEMBERS OF ST. CLAIR COUNTY ROAD COMMISSION

WHEREAS, it is the statutory duty of the St. Clair County Board of Commissioners, at the October Session of each year to determine the compensation to be paid to the Members of the St. Clair County Road Commission, appointed by the Board of Commissioners; and

WHEREAS, the St. Clair County Board of Commissioners has given due consideration to this matter.

NOW, THEREFORE, BE IT RESOLVED:

1) That the following schedule may be, and the same is hereby adopted, reflecting the compensation for the officials named herein, for the year 1995 and 1996:

EFFECTIVE JANUARY 1, 1995

A. Member, Road Commission	\$4,190
B. Chairperson, Road Commission	5,508

2) EFFECTIVE JANUARY 1, 1996

A. The Compensation rate shall be provided consistent and in conformity of general across the board adjustments provided classifications subject to the Wage-Grade Plan.

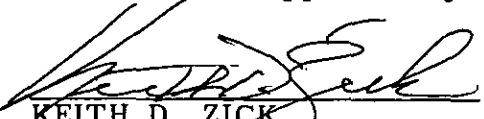
3) The Members of the St. Clair County Road Commission shall be paid a "Per Diem Rate" of \$30.00 per meeting and \$40.00 per Road Commission Board meeting chaired, with a maximum of 34 total meetings including attendance at authorized conferences.


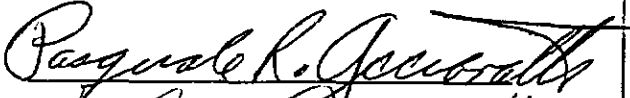

4) Members of the St. Clair County Road Commission shall only be eligible for specified benefits as authorized by official action of the St. Clair County Board of Commissioners.

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

DATED: December 14, 1994

Reviewed and Approved by:


KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, MI 48040

RESOLUTION 94-66
AMENDING RESOLUTION 94-49

ESTABLISHING COMPENSATION FOR
ST. CLAIR COUNTY BOARD OF COMMISSIONERS

WHEREAS, it is the statutory duty of the St. Clair County Board of Commissioners, at its annual October business session to set the compensation to be paid to the successor Board; and

WHEREAS, the St. Clair County Board of Commissioners has given due consideration to this matter.

NOW, THEREFORE, BE IT RESOLVED:

1. That the following schedule is hereby adopted reflecting the compensation to be paid to the Commissioners, effective for the year 1995 and 1996:

EFFECTIVE JANUARY 1, 1995

- | | |
|---|---|
| A. Chairperson
Board of
Commissioners | \$11,734 plus \$40.00 for Board
of Commissioner meeting chaired,
and \$30.00 per authorized
meeting attended. |
| B. Vice-Chairperson,
Board of
Commissioners | \$8,413 plus \$30.00 per
authorized meeting attended by
the Vice-Chairperson, and \$40.00
per Board of Commissioner
meeting chaired by the
Vice-Chair, and \$35.00 per
Committee meeting chaired by the
Vice-Chairperson |
| C. Member, Board of
Commissioners | \$7,749 plus \$30.00 per
authorized meeting attended by a
Commission Member and \$35.00
per Committee Meeting chaired
by a Committee Member |

2) EFFECTIVE JANUARY 1, 1996

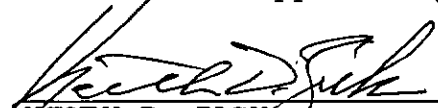
A. The Compensation Rate shall be provided consistent and in conformity of General across the Board adjustments provided classifications subject to the Wage-Grade Plan.

3) Members of the St. Clair County Board of Commissioner shall only be eligible for specified benefits as authorized by official action of the County Board of Commissioners.

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

DATED: December 14, 1994

Reviewed and Approved by:



KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, MI 48040

RESOLUTION 94-64

ADOPTING 1995 SPECIAL REVENUE, DEBT SERVICE AND OTHER
SPECIFIC FUNDS BUDGETS AND AMENDING THE 1994 GENERAL
FUND, SPECIAL REVENUE AND DEBT SERVICE FUNDS BUDGETS

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

WHEREAS, the County Administrator/Controller hereby submits and recommends the adoption of Special Revenue Fund, and Debt Service Fund 1995 Budgets - Attached Exhibit "A" - in accordance with the Uniform Budgeting and Accounting Act, P.A. 621 of 1978; and

WHEREAS, the County Administrator/Controller also submits and recommends the adoption of certain other Specific Fund 1995 budgets - Attached Exhibit "B".

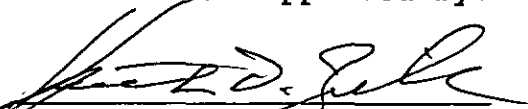
WHEREAS, also under P.A. 621 of 1978, amendments to governmental fund type budgets must be approved by the Legislative Body and in accordance with generally accepted accounting principles as applicable to government units, the budget revenues and expenditures should be compared to the actual revenues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

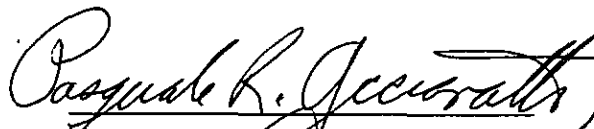
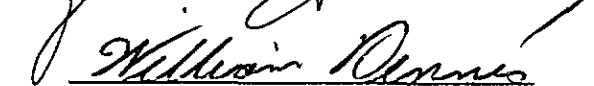
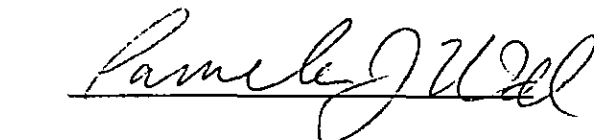
WHEREAS, in certain 1994 budget revenues and expenditures totals should be amended as recommended in Attached Exhibit "C".

NOW, THEREFORE, BE IT RESOLVED, that the above recommended 1995 Special Revenue, Debt Service and other Specific Funds Budgets be adopted and 1994 General Fund, Special Revenue and Debt Service Funds be amended as recommended, in compliance with State of Michigan Public Act 621 of 1978, which amends P.A. 2 of 1968, entitled "The Uniform Budgeting and Accounting Act."

DATED: December 14, 1994

Reviewed and Approved by:


KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, MI 48040

Special Revenue Funds - 1995 Budgets

	Friend of Court Act 294	Health Department	Mental Health	Family Counseling	County Planning	Public Improv.	Resource Recovery	Community Corrections	Liquor Tax	Barr House	Seaway Community Health	Comm. Corr. Ping.	Recr. Adv. Comm.
Revenues													
Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-
Licenses & Permits	-	-	-	16,000	-	-	-	-	-	-	-	-	-
Intergovernmental-Federal	1,948,160	-	1,458,598	-	-	-	-	92,831	-	-	-	-	-
-State	10,305,435	2,480,133	8,507,418	-	-	-	-	177,510	210,000	-	100,000	4,218	-
-Other	748,230	-	21,267	-	-	-	-	-	-	-	-	-	-
Charges for Services	17,000	483,189	16,750,639	-	73,650	-	85,000	-	-	231,038	-	-	-
Fines & Forfeits	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest & Rents	25,000	-	-	-	-	-	-	-	-	-	-	-	-
Other Revenues	25,000	39,475	-	-	-	-	6,100	-	-	-	-	-	-
	349,393	3,002,797	26,737,922	16,000	73,650	-	91,100	270,341	210,000	231,038	100,000	4,218	-
Expenditures													
Current													
Judicial	345,745	-	-	-	-	-	-	-	-	-	-	-	-
General Government	-	-	-	-	-	-	103,025	-	-	-	-	-	-
Public Safety	-	-	-	-	429,899	-	-	291,285	-	-	-	4,218	-
Public Works	12,977,903	-	-	-	-	-	-	-	-	-	-	-	-
Health & Welfare	-	4,947,098	27,596,051	16,000	-	-	-	-	210,000	230,038	100,000	-	-
Recreation & Culture	-	-	-	-	-	-	-	-	-	-	-	-	10,000
Capital Outlay	550,000	13,000	50,833	-	1,000	275,000	1,000	-	-	1,000	-	-	-
Debt Service	372,922	-	-	-	-	-	-	-	-	-	-	-	-
	13,900,825	358,745	4,997,931	16,000	430,899	275,000	104,025	291,285	210,000	231,038	100,000	4,218	10,000
Other Financing Sources(Uses)													
Operating Transfers In-													
County Appropriation	749,000	-	1,990,134	883,129	357,249	275,000	-	20,944	-	-	-	-	10,000
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Operating Transf.Out	-	-	-	-	-	-	-	-	-	-	-	-	-
	749,000	-	1,990,134	883,129	357,249	275,000	-	20,944	-	-	-	-	10,000
Excess of Budgeted Revenues and Other Sources Over(Under) Budgeted Expenditures & Other Uses													
	-	(9,352)	(5,000)	-	-	-	(12,925)	-	-	-	-	-	-
Estimated Fund Balance at Beginning of Year	1,482,183	705,157	819,774	1,785,651	47,401	48,886	354,087	28,272	92,819	14,782	-	-	-
Estimated Fund Balance at End of Year	\$ 1,482,183	695,805	814,774	1,785,651	47,401	48,886	354,087	15,347	92,819	14,782	-	-	-

Special Revenue Funds - 1995 Budgets

	Office Automation	Senior Citizens Millage	Drug Task Force	Insurance Claims	Second. Road Petrol	Law Library	County Library	E.M.S. Computer Grant	Hazardous Materials Handling	Library Millage	Parks Millage
Revenues											
Taxes		1,540,865	966,350							1,580,000	1,699,595
License & Permits											
Intergovernmental - Federal											
- State		35,364	20,066		117,288		128,400	15,500		18,000	35,400
- Other							17,000				
Charges for Services						6,250	117,500				
Fines & Forfeits			25,000			6,500	525,449				
Interest & Rents		15,000	17,000				18,000			34,700	35,000
Other Revenues			200				1,300		2,000		
		1,591,229	1,028,616	10,000	117,288	12,750	807,649	15,500	2,000	1,632,700	1,769,995
Expenditures											
Current											
Judicial											
General Government	3,000			60,000							
Public Safety			944,277		139,751	19,250		15,500	500		
Public Works											
Health & Welfare		1,587,866									
Recreation & Culture							1,614,717			1,574,700	1,759,995
Capital Outlay	27,000		30,000				133,600		6,500	58,000	10,000
Debt Service											
	30,000	1,587,866	974,277	60,000	139,751	19,250	1,748,317	15,500	7,000	1,632,700	1,769,995
Other Financing Sources(Uses)											
Operating Transfers In-											
County Appropriation	30,000			50,000	22,463	6,500	940,668				
Other											
Operating Transfers Out-Other		(13,871)	(146,640)								
	30,000	(13,871)	(146,640)	50,000	22,463	6,500	940,668				
Excess of Budgeted Revenues and Other Sources Over(Under) Budgeted Expenditures and Other Uses		(10,508)	(92,301)						(5,000)		
Estimated Fund Balance at Beginning of Year	6,650	364,704	195,437	141,252	21,228		45,096		5,000		
Estimated Fund Balance at End of Year	\$ 6,650	354,196	103,136	141,252	21,228		45,096		(5,000)		

	Forfeited Asset Sharing	Housing Rehab.	H.U.D.	Criminal Justice Training	Social Services	Child Care	Soldiers Relief	Veterans Trust	County Reimbursement	Drug Screening Grant
Revenues										
Taxes	-	-	-	-	-	-	-	-	-	-
License & Permits	-	-	-	-	-	-	-	-	-	-
Intergovernmental - Federal	-	150,000	-	-	500,000	30,000	-	-	-	28,692
- State	-	-	-	30,000	476,560	573,500	-	70,000	60,000	-
- Other	-	-	-	-	-	-	-	-	-	-
Charges for Services	10,000	-	-	-	-	42,000	-	-	-	-
Fines & Forfeits	2,000	-	-	-	-	-	-	-	-	-
Interest & Rents	-	-	5,000	-	-	-	-	-	-	-
Other Revenues	-	15,000	35,000	-	10,000	1,500	-	-	-	-
	20,000	165,000	40,000	30,000	986,560	647,000	-	70,000	60,000	28,692
Expenditures										
Current										
Judicial	-	-	-	-	-	-	-	-	-	-
General Government	5,000	-	-	-	-	-	-	-	60,000	-
Public Safety	-	-	-	30,000	-	-	-	-	-	-
Public Works	-	-	-	-	-	-	-	-	-	-
Health & Welfare	-	165,000	120,000	-	1,200,000	2,931,713	500	70,000	-	28,692
Recreation & Culture	-	-	-	-	-	-	-	-	-	-
Capital Outlay	15,000	-	-	-	-	25,500	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-	-	-
	20,000	165,000	120,000	30,000	1,200,000	2,957,213	500	70,000	60,000	28,692
Other Financing Sources (Uses)										
Operating Transfers In -										
County Appropriation	-	-	-	-	213,440	2,310,213	500	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Operating Transfers Out-Other	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	213,440	2,310,213	500	-	-	-
Excess of Budgeted Revenue and Other Sources Over (Under) Budgeted Expenditures & Other Uses			(80,000)							
Estimated Fund Balance at Beginning of Year	13,113	-	119,217	-	255,351	260,804	-	5,785	1,503	-
Estimated Fund Balance at End of Year	\$ 13,113	-	39,217	-	255,351	260,804	-	5,785	1,503	-

St. Clair County
Debt Service Funds
Budgets
1995

SDS 1	SDS 1 Series 2 Clay/Ira	SDS 3 E.China	SDS 3 Series 2 E.China	SDS 3 Refund- ing	SDS 4 Cottrvl.	SDS 5 S.C.Twp.	SDS 6 Ft.Grat.	SDS 6 1983 Ext. Ft.Grat.	SDS 9 Kimball Ft.Grat.	WSS 1	WSS 6 1990 Kimball	1992 WSS-2A Clay
-------	-------------------------------	------------------	------------------------------	-------------------------	-------------------	-------------------	-------------------	--------------------------------	------------------------------	-------	--------------------------	------------------------

Revenue												
Intergov.-Other local units	\$ 341,480	\$ 40,123	\$ 71,878	\$ 246,498	\$ 66,938	\$ 40,460	\$ 383,350	\$ 46,924	\$ 152,285	\$ 119,168	\$ 115,403	\$ 21,035
Interest	341,480	40,123	71,878	246,498	66,938	40,460	383,350	46,924	152,285	119,168	115,403	21,035

Expenditures												
Debt Service-Princip.Ret.	105,000	250,000	40,000	65,000	135,000	50,000	300,000	35,000	125,000	95,000	55,000	5
-Interest	54,338	90,878	25	6,878	110,623	16,688	83,000	11,900	27,188	24,058	60,103	15,
-Fees	99	602	98	-	875	250	350	24	97	110	300	400
	159,437	341,480	40,123	71,878	246,498	66,938	383,350	46,924	152,285	119,168	115,403	21,035

Other Financing Sources												
Operating Transfs in-Other	-	-	-	-	-	-	-	-	-	-	-	-

Excess of Budgeted Revenues and other Sources over Budgeted Expenditures	-	-	-	-	-	-	-	-	-	-	-	-
--	---	---	---	---	---	---	---	---	---	---	---	---

Estimated Fund Balance at Beginning of Year	458	1,828	698	495	1,330	634	341	814	1,043	507	723	222
--	-----	-------	-----	-----	-------	-----	-----	-----	-------	-----	-----	-----

Estimated Fund Balance at end of year	\$ 458	\$ 1,828	\$ 698	\$ 495	\$ 1,330	\$ 634	\$ 341	\$ 814	\$ 1,043	\$ 507	\$ 723	\$ 222
--	--------	----------	--------	--------	----------	--------	--------	--------	----------	--------	--------	--------

St. Clair County
Debt Service Funds
Budgets
1995

	SDS 5 1993	WSS 1 1979 Ext.	WSS 3	WSS 6	SDS XI	1983 State Loan	Building Authority	Drain	SDS 10 Capac	1991 WSS 2-A Clay	1993 SDS 11 Yale	WSS 8 Yale
Intergov. Other Local Units	37,438	38,770	58,609	29,044	46,388	372,922	-	-	102,428	243,219	152,783	40,330
Interest	37,438	38,770	58,609	29,044	46,388	372,922	500	-	102,428	243,219	152,783	40,330
Expenditures												
Debt Service - Princip. Ret.	-	20,000	55,000	25,000	25,000	237,958	250,000	75,000	45,000	110,000	105,000	20,000
- Interest	37,038	18,770	3,584	3,644	20,988	134,807	88,850	10,000	57,028	132,719	47,783	19,930
- Fees	400	-	25	400	400	157	1,000	-	400	500	-	400
	37,438	38,770	58,609	29,044	46,388	372,922	339,850	85,000	102,428	243,219	152,783	40,330

Other Financing Sources												
Operating transfs in-Other	-	-	-	-	-	-	339,500	85,000	-	-	-	-

Excess of budgeted revenues and other sources over (under) budgeted expenditures	-	-	-	-	-	-	150	-	-	-	-	-
Estimated fund balance at beginning of year	-	-	181	125	105	-	3,185	-	64	301	-	280

Estimated fund balance at end of year	\$ -	\$ -	\$ 181	\$ 125	\$ 105	\$ -	\$ 3,335	\$ -	\$ 64	\$ 301	\$ -	\$ 280
--	------	------	--------	--------	--------	------	----------	------	-------	--------	------	--------

debtfund

St. Clair County
Debt Service Funds
Budgets
1995

	WSS 7 Ira	Building HVAC Renovation
--	--------------	--------------------------------

Revenue		
Intergov. Other Local		
Units	306,063	-
Interest	-	-
	<u>306,063</u>	<u>-</u>

Expenditures		
Debt Service - Princip. Ret.	30,000	90,000
Interest	275,563	5,000
Fees	500	-
	<u>306,063</u>	<u>95,000</u>

Other Financing Sources		
Operating Transf. In-Other	-	95,000

Excess of budget revenues and other sources over (under) budgeted expenditures	-	-
---	---	---

Estimated Fund Balance at beginning of year	-	-
--	---	---

Estimated Fund Balance at end of year	\$ -	\$ -
--	------	------

DATA PROCESSING
1995 ANNUAL BUDGET

REVENUE

626	Services	168,927 =====
-----	----------	------------------

EXPENDITURES

<u>701</u>	<u>Personal Services</u>	
703	Salaries & Wages, Supvsy.	44,244
704	Salaries & Wages, Perm.	29,236
709	Longevity	3,600
715	Employer's Soc. Sec.	5,896
716	Hospital Insurance	9,900
717	Employees' Life Ins.	220
718	Retirement Contrib.	10,020
719	Dental Insurance	1,100
721	Disability Insurance	8
722	Unemployment Ins.	8
723	Workers' Compensation	<u>2,505</u>
		106,737
<u>726</u>	<u>Supplies</u>	
727	Office Supplies	5,000
728	Books	<u>400</u>
		5,400
<u>800</u>	<u>Other Services & Charges</u>	
801	Professional & Contractual	60,000
850	Communications	3,000
860	Travel-Mileage	100
861	Travel-Other	500
930	Repairs & Service	10,000
958	Education & Training	<u>1,500</u>
		75,100
<u>970</u>	<u>Capital Outlay</u>	
980	Equipment	<u>15,000</u>
		<u>15,000</u>
	 Total Expenditures:	 202,237 =====

1995 SANITARY LANDFILL BUDGET
FUND 517-526

REVENUE

607	Landfill Fees	2,808,000
460	Landfill Permits	5,000
		2,813,000
		=====

EXPENDITURES517-526SANITARY LANDFILL

<u>701</u>	<u>Personal Services</u>	
703	Salaries & Wages, Supv.	55,000
704	Salaries & Wages, Perm.	23,000
705	Salaries & Wages, Temp.	15,000
706	Salaries & Wages, Overtime	5,500
709	Longevity	500
715	Employer's Soc. Sec.	7,600
716	Hospital Insurance	7,300
717	Employee's Life Ins.	220
718	Retirement Contribution	12,900
719	Dental Insurance	1,100
721	Disability Insurance	10
722	Unemployment Ins.	10
723	Worker's Comp.	3,220
		131,360
<u>726</u>	<u>Supplies</u>	
727	Office Supplies	2,000
		2,000
<u>800</u>	<u>Other Services & Charges</u>	
820	Water Samplings	160,000
821	Engineering Services	225,000
822	Landfill Operator	525,000
823	Other Prof. & Contractual	225,000
824	Tipping Fees-Kimball Twp.	40,000
850	Communications	1,000
860	Travel-Mileage	500
861	Travel-Other	2,500
900	Printing & Binding	1,000
920	Utilities	15,000
953	Cost Allocation	36,701
954	Refunds and Rebates	1,000
955	Miscellaneous	115,000
		1,347,701
<u>970</u>	<u>Capital Outlay</u>	
974	Land Improvements	3,500,000
980	Office Equipment	5,000
		3,505,000
	Total Expenditures:	4,986,061
		=====

1995
RADIO COMMUNICATIONS FUND
FUND 660-325

REVENUE

588	Contributions - Local Units	120,000	
626	Services	389,000	
643	Contracts	25,000	
650	911 Revenue	120,000	
691	Miscellaneous	<u>3,500</u>	657,500
			=====

EXPENSES

<u>701</u>	<u>Personal Services</u>		
703	Salaries & Wages, Supvsy.	32,902	
704	Salaries & Wages, Perm.	291,000	
706	Salaries & Wages, Overtime	10,000	
709	Longevity	6,000	
715	Employer's Social Security	26,002	
716	Hospital Insurance	59,500	
717	Employee Life Insurance	1,430	
718	Retirement Contribution	44,187	
719	Dental Insurance	7,150	
721	Disability Insurance	34	
722	Unemployment Insurance	34	
723	Workers Compensation	<u>11,046</u>	489,285
<u>726</u>	<u>Supplies</u>		
727	Office Supplies	3,500	
728	Books & Bulletins	1,000	
741	Uniforms	<u>5,000</u>	9,500
<u>800</u>	<u>Other Services & Charges</u>		
801	Professional & Contractual	3,000	
850	Communications	30,000	
860	Travel-Mileage	1,500	
861	Travel-Other	1,000	
920	Utilities	5,000	
930	Repairs & Service	20,000	
953	Cost Allocation	24,417	
955	Miscellaneous	225	
958	Education & Training	<u>5,000</u>	90,142
<u>970</u>	<u>Capital Outlay</u>		
980	Office Equipment	10,000	
985	Radio Equipment	<u>25,000</u>	<u>35,000</u>
	Total Expenses:		623,927
			=====

RECOMMENDED GENERAL FUND
1994 BUDGET ADJUSTMENTS
SUMMARY

1994 Unadjusted Revenue Budget	\$ 31,519,304
Add: Net Revenue Adjustment	939,900
1994 Adjusted Revenue Budget	<u>\$ 32,459,204</u>

1994 Unadjusted Expenditure Budget	\$ 31,519,304
Add: Net Expenditure Adjustments	345,730
1994 Adjusted Expenditure Budget	<u>\$ 31,865,034</u>

RECOMMENDED GENERAL FUND
1994 BUDGET ADJUSTMENTS

Revenue Budget Increases

Judicial

Probate Court Adult	\$	24,000
Probate Court Juvenile		30,900

General Government

Clerk/Register		106,000
Cooperative Extension		600
County Treasurer		812,000

Public Safety

Sheriff		26,000
Marine Law		31,500
Emergency Services		5,400

Transfers In-Other

	91,000
	<u>\$ 1,127,400</u>

Revenue Budget Decreases

Judicial

Circuit Court	\$	2,500
District Court		33,000
Friend of Court		81,000

General Government

Prosecuting Attorney		6,000
Elections		23,000

Recreation & Cultural

Recreation/Parks		1,000
------------------	--	-------

Public Safety

Jail		34,000
Animal Shelter		7,000
		<u>\$ 187,500</u>

RECOMMENDED GENERAL FUND
1994 BUDGET ADJUSTMENTS

Expenditure Budget Increases

Legislative

Other Legislative Activities \$ 25,000

Judicial

Circuit Court 184,000
Probate Court-Adult 5,000
Probate Court-Juvenile 60,500

General Government

Clerk/Register 3,200
Equalization 1,500
Stores-Central Supply 45,000
Building Authority 1,000

Public Safety

Marine Law 30,500
Emergency Services 6,200
Jail 295,500
Animal Shelter 10,000

Health & Welfare

Veterans Counselor 2,000
Medical Examiner 31,500
Veterans Burial 2,000
Public Guardian 7,500

Recreation & Culture

Recreation/Parks 26,000

Appropriations

Housing Rehabilitation 233
Hazardous Materials Handling 13,500

Other Transfers

Friend of Court - Act 294 16,000
\$ 766,133

RECOMMENDED GENERAL FUND
1994 BUDGET ADJUSTMENTS

Expenditure Budget Decreases

<u>Judicial</u>	
District Court	\$ 199,000
<u>General Government</u>	
Elections	10,000
Administrator/Controller	10,500
Cooperative Extension	22,000
Drain Commissioner	9,600
Motor Pool	4,000
<u>Public Safety</u>	
Sheriff	94,500
<u>Other Functions</u>	
Insurance	10,000
Contingencies	57,879
<u>Appropriations</u>	
Airport	2,924
	<u>\$ 420,403</u>

Special Revenue Funds - 1994 Budgets
As Amended

	Road Commission	Friend of Court Act 294	Health Department	Mental Health	Family Counseling	County Planning	Public Improv.	Resource Recovery	Liquor Tax	Seaway Community Health
Revenues										
Taxes										
Licenses & Permits					16,000					
Intergovernmental-Federal	1,939,650			1,250,844						
-State	10,206,766	288,821	1,996,058	8,396,744				27,793	203,000	665,895
-Other	684,500			21,139						
Charges for Services	150,000	17,000	401,189	15,083,238		68,100		82,184		
Fines & Forfeits										
Interest & Rents	20,000									
Other Revenues	25,000		105,539					6,000		
	13,023,916	305,821	2,502,786	24,751,965	16,000	68,100		115,977	203,000	665,895

Expenditures

	Road Commission	Friend of Court Act 294	Health Department	Mental Health	Family Counseling	County Planning	Public Improv.	Resource Recovery	Liquor Tax	Seaway Community Health
Current										
Judicial		271,995								
General Government							7,000	112,979		
Public Safety						414,713				
Public Works										
Health & Welfare			4,450,942	25,428,126	16,000				203,000	665,895
Recreation & Culture										
Capital Outlay	480,644	13,000	20,810	174,638			218,000	3,500		
Debt Service	550,790									
	14,195,411	284,995	4,471,752	25,602,764	16,000	414,713	225,000	116,479	203,000	665,895
Other Financing Sources(Uses)										
Operating Transfers In-										
County Appropriation	721,500		1,711,183	850,799		346,613	225,000			
Other		15,000								
Operating Trans.Out-Other								(302)		
	721,500	16,000	1,711,183	850,799		346,613	225,000	(302)		
Excess of Budgeted Revenues and Other Sources Over (Under) Budgeted Expenditures & Other Uses	(447,995)	36,826	(257,783)					(804)		
Fund Balance at Beginning of Year	1,930,178	668,331	1,077,557	1,785,651	47,401	48,886	354,087	29,076	92,819	
Estimated Fund Balance at End of Year	\$1,482,183	\$705,157	\$ 819,774	\$ 1,785,651	\$47,401	\$48,886	\$354,087	\$28,272	\$92,819	\$

Special Revenue Funds - 1994 Budgets
As Amended

	Office Automation	Senior Citizens Millage	Drug Task Force	Insurance Claims	Second. Road Patrol	Law Library	County Library	Forfeited Asset Sharing	Household Hazardous Waste	E.M.S. Computer Grant	County Reappropriation
<u>Revenues</u>											
Taxes		\$ 1,469,902	\$ 888,289								
Licenses & Permits											
Intergovernmental - Federal											
- State		38,750	23,434		97,740		107,816			35,500	68,987
- Other							17,215				
Charges for Services						4,700	113,314	31,000			
Fines & Forfeits			40,000			6,500	534,875	5,500			
Interest & Rents		35,000	16,000				16,110				
Other Revenues			200	15,000			2,469				
		1,543,652	967,923	15,000	97,740	11,200	791,799	36,500		35,500	68,987
<u>Expenditures</u>											
Current											
Judicial											
General Government	2,000			200,000				8,500			68,987
Public Safety			799,923		137,735	18,880				19,500	
Public Works											
Health & Welfare		1,442,861									
Recreation & Culture							1,582,846				
Capital Outlay	45,000		27,000				133,600	29,000		16,000	
Debt Service											
	47,000	1,442,861	826,923	200,000	137,735	18,880	1,716,446	37,500		35,500	68,987
<u>Other Financing Sources (Uses)</u>											
Operating Transfers In -											
County Appropriation	20,000			160,000	45,355	6,500	940,668		302		
Other											
Operating Transfers Out-Other		(22,749)	(141,000)					(25,000)			
	20,000	(22,749)	(141,000)	160,000	45,355	6,500	940,668	(25,000)	302		
Excess of Budgeted Revenues and Other Sources Over (Under) Budgeted Expenditures	(27,000)	76,052		(25,000)	5,360	(1,180)	16,021	(26,000)	302		
Fund Balance(Deficit) at Beginning of Year	33,650	286,652	195,437	166,232	15,868	1,180	29,075	39,113	(302)		1,503
Estimated Fund Balance at End of Year	\$ 6,650	\$ 364,704	\$ 195,437	\$ 141,232	\$ 21,228	\$ -	\$ 45,096	\$ 13,113	\$ -	\$ -	\$ 1,503

Special Revenue Funds - 1994 Budgets

As Amended

	B.U.D.	Criminal Justice Training	Social Services	Child Care	Soldiers Relief	Veterans Trust	Drug Screening Grant	Community Corrections Rehab.	Housing	Recr. Advisory Comm.	Bas. Material Handling
Revenues											
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-	-	-	-	-	-	-	-	-
Intergovernmental - Federal	-	-	500,000	62,000	-	-	39,025	-	99,500	-	-
- State	-	30,000	342,163	538,500	-	60,000	-	124,954	-	-	-
- Other	-	-	-	-	-	-	-	-	-	-	-
Charges for Services	226,508	-	-	42,000	-	-	-	-	-	-	-
Fines & Forfeits	-	-	-	-	-	-	-	-	-	-	-
Interest & Rents	3,000	-	-	-	-	-	-	-	-	-	-
Other Revenues	15,000	-	10,000	3,500	-	-	-	-	12,000	-	5,500
	18,000	30,000	852,163	646,000	-	60,000	39,025	124,954	111,500	-	5,500
Expenditures											
Current											
Judicial	-	-	-	-	-	-	-	-	-	-	-
General Government	-	-	-	-	-	-	-	-	-	-	-
Public Safety	-	30,000	-	-	-	-	-	124,886	-	-	1,000
Public Works	-	-	-	-	-	-	-	-	-	-	-
Health & Welfare	90,000	-	1,061,453	2,882,177	192	60,000	39,025	-	111,500	-	-
Recreation & Culture	-	-	-	-	-	-	-	-	-	10,000	-
Capital Outlay	-	-	-	5,300	-	-	-	-	-	-	13,000
Debt Service	-	-	-	-	-	-	-	-	-	-	-
	226,508	30,000	1,061,453	2,887,477	192	60,000	39,025	124,886	111,500	10,000	14,000
Other Financing Sources (Uses)											
Operating Transfers In -											
County Appropriation	-	-	209,290	2,161,581	-	-	-	-	233	10,000	13,500
Other	-	-	-	-	-	-	-	-	-	-	-
Operating Transfers Out - Other	-	-	209,290	2,161,581	-	-	-	-	-	-	-
	-	-	209,290	2,161,581	-	-	-	-	-	-	-
Excess of Budgeted Revenues and Other Sources Over (Under) Budgeted Expenditures & Other Uses	(72,000)	-	(79,896)	(79,896)	(192)	5,785	-	68	233	-	5,000
Fund Balance at Beginning of Year	14,782	191,217	255,351	340,700	192	5,785	-	3,223	(233)	-	-
Estimated Fund Balance at End of Year	\$ 14,782	\$ 119,217	\$ 255,351	\$ 260,804	\$ -	\$ 5,785	\$ -	\$ 3,291	\$ -	\$ -	\$ 5,000

ST. CLAIR COUNTY
DEBT SERVICE FUNDS
BUDGETS
1994

AS AMENDED

SDS 1	SDS 1	SDS 3	SDS 3	SDS 3	SDS 3	SDS 4	SDS 5	SDS 6	SDS 6	SDS 9	WSS 1	WSS 6	WSS 2-A
Algonac	Clay/Ira	E.China	E.China	Series 2	Refund-	Cottrel.	S.C.Twp.	Ft.Grat.	1983 Ext.	Kimball	Ft.Grat.	1990	1992
					ing							Kimball	
159,049	325,777	40,848	59,106	255,273	70,300	42,263	398,353	44,974	159,347	124,734	108,530	16,153	

100,000	220,000	40,000	50,000	135,000	50,000	35,000	300,000	30,000	125,000	95,000	45,000	-	
58,950	105,175	750	9,106	119,398	20,050	7,123	98,000	14,950	34,250	29,623	63,230	15,757	
99	602	98	-	875	250	140	353	24	97	111	300	4	
159,049	325,777	40,848	59,106	255,273	70,300	42,263	398,353	44,974	159,347	124,734	108,530	16,153	

Other Financing

Operating	Transfers	In-Other											
-----------	-----------	----------	--	--	--	--	--	--	--	--	--	--	--

Excess of Budgeted

Revenues and	Other Sources	over (under)	Budgeted	Expenditures									
--------------	---------------	--------------	----------	--------------	--	--	--	--	--	--	--	--	--

Fund Balance at

Beginning of Year	458	1,828	698	495	1,330	634	377	341	814	1,043	507	723	222
-------------------	-----	-------	-----	-----	-------	-----	-----	-----	-----	-------	-----	-----	-----

Estimated Fund

Balance	At End of Year	\$ 458	\$ 1,828	\$ 698	\$ 495	\$ 1,330	\$ 634	\$ 377	\$ 341	\$ 814	\$ 1,043	\$ 507	\$ 723	\$ 222
---------	----------------	--------	----------	--------	--------	----------	--------	--------	--------	--------	----------	--------	--------	--------

debt and

ST. CLAIR COUNTY
DEBT SERVICE FUNDS
BUDGETS

1994
AS AMENDED

	1991		WSS I		WSS		1983		District		SDS XI		WSS 8
	SDS 10	WSS 2-A	1979 Ext. 3	E.China	Kimball	State	Loan	Program	Building Authority	Yale	SDS XI	1993	
Capac	Clay		Ft.Grat.							Renova.	Drain	Yale	Yale
97,474	262,969	39,770	30,156	30,469	-	-	-	-	47,488	138,461	-	134,682	41,010
97,474	262,969	39,770	30,156	30,469	-	-	-	500	47,488	138,461	-	134,682	41,010
40,000	120,000	20,000	25,000	25,000	216,518	250,000	250,000	250,000	25,000	174,456	75,000	100,000	20,000
57,074	142,469	19,770	5,134	5,069	156,681	106,000	106,000	106,000	22,088	5,741	25,000	34,682	20,610
400	500	-	22	400	144	1,000	1,000	1,000	400	-	-	-	400
97,474	262,969	39,770	30,156	30,469	373,343	357,000	357,000	357,000	47,488	180,197	100,000	134,682	41,010
Expenditures													
Debt Service-													
Princip.Ret.													
Interest													
Fees													
Other Financing Sources													
Operating Transfers													
In (Out) Other													
-	-	-	-	-	373,343	355,641	355,641	355,641	-	(25,650)	100,000	-	-
Excess of budgeted revenues and other sources over (under) budgeted expenditures													
-	-	-	-	-	-	(859)	(859)	(859)	-	(67,386)	-	-	-
64	301	-	181	125	-	4,044	4,044	4,044	105	67,385	-	-	80
Fund Balance at beginning of Year													
Estimated Fund Balance at End of Year													
\$ 64	\$ 301	\$ -	\$ 181	\$ 125	\$ -	\$ 3,185	\$ 3,185	\$ 3,185	\$ 105	\$ -	\$ -	\$ -	\$ 280

ST. CLAIR COUNTY
 DEBT SERVICE FUNDS
 BUDGETS
 1994
 AS AMENDED

	SDS 5 1993 St. Clair	WSS 7 Ira	Building HVAC Renovations
<u>Revenue</u>			
Intergov.-			
Other Local			
Units	18,719	276,762	-
Interest	-	-	-
	<u>18,719</u>	<u>276,762</u>	<u>-</u>
<u>Expenditures</u>			
Debt Service			
-Princip.Ret.	-	-	-
-Interest	18,519	276,475	16,717
-Fees	200	250	50
	<u>18,719</u>	<u>276,725</u>	<u>16,767</u>
<u>Other Financing</u>			
<u>Sources</u>			
Operating Transfers			
In (Out) Other	-	-	16,767
<u>Excess of Budgeted</u>			
<u>Revenues and Other</u>			
<u>Sources over (under)</u>			
Budgeted	-	37	-
Expenditures			
Fund Balance at			
Beginning of Year	-	(37)	-
Estimated Fund			
Balance at End	-	-	-
of Year	-	-	-

RESOLUTION 94-63


APPROVING CONTRACT FOR STATE/LOCAL CRACK SEALING
ST. CLAIR COUNTY INTERNATIONAL AIRPORT

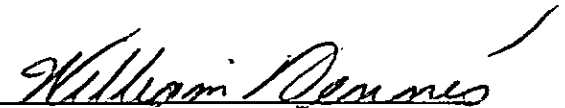
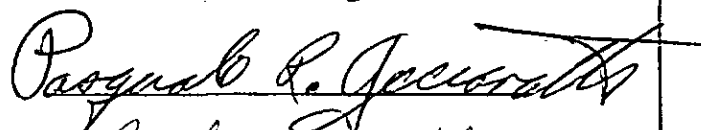
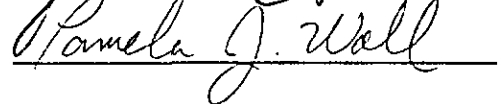
WHEREAS, the agreement between the Board of County Commissioners of the County of St. Clair and the Michigan Department of Transportation for Contract No. 94-2241 DAB, Acct. No. 5732 for crack sealing of runways, taxiways and aprons and/or pavement marking at the St. Clair County International Airport, St. Clair County, Michigan, be approved.

NOW, THEREFORE, BE IT RESOLVED, that Mary Mechtenberg, Chairperson of the St. Clair County Board of Commissioners, be authorized to sign said agreement on behalf of the Board of County Commissioners of the County of St. Clair.

DATED: December 14, 1994

Reviewed and Approved by:


KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, Mi 48040

RESOLUTION NO. 94-09

AIRPORT COMMISSION
OF THE COUNTY OF ST. CLAIR

Crack Sealing/Pavement Marking

WHEREAS, the agreement between the Board of County Commissioners of the County of St. Clair and the Michigan Department of Transportation for Contract No. 94-2241 DAB, Acct. No.: 5732 for the following:

Crack Sealing of Runways, Taxiways and Aprons, and/or pavement marking at the St. Clair County International Airport;

has been received;

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 contract be forwarded to the St. Clair County Board of Commissioners for their acceptance and execution.

AYES: Commissioner McCormick
Commissioner Street
Commissioner Foley

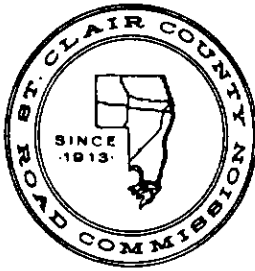
NAYS: 0

* * * * *

I hereby certify that the foregoing is a true and correct copy of a portion of the minutes of a rescheduled meeting of the Airport Commission of the County of St. Clair held on Thursday, December 8, 1994 at 7:06 p.m. in the St. Clair County Road Commission's Central Service Center, 21 Airport Drive, St. Clair, Michigan.



Sandra J. Bellinger, Acting Secretary



ROAD COMMISSION

AIRPORT

PUBLIC WORKS

COUNTY OF ST. CLAIR

21 Airport Drive, St. Clair, Michigan 48079

Phone 810 364-5720

MEMORANDUM

TO: Don Dodge, County Administrator

FROM: John D. Perry, Managing Director

DATE: December 5, 1994

SUBJECT: Crack Sealing Contract

We have received a contract with the Michigan Department of Transportation/Bureau of Aeronautics to participate in a crack sealing and pavement marking program.

This contract is part of an on-going project whereby annually we are offered a matching grant up to a maximum of \$5,000. Staff feels that this work is necessary to maintain our runways and taxiways. Our participation in this program annually justifies the continuance of the program. The work was done this past summer and we did exceed our share.

Staff recommends that this contract be entered into in order that we can be reimbursed for \$5,000.

Our board will be acting on the contract at their rescheduled meeting of December 8, 1994. I will provide you with copies of the resolution as early as possible on Friday morning, December 9th.

Please place this item on your agenda for December 14, 1994.

sb
Encl.

cc: Keith Zick, County Corporate Counsel

MICHIGAN DEPARTMENT OF TRANSPORTATION
BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ST. CLAIR
CONTRACT FOR STATE/LOCAL
CRACK SEALING/PAVEMENT MARKING

THIS CONTRACT is made and entered into this date of _____, by and between the Michigan Department of Transportation, hereinafter referred to as the DEPARTMENT, and Board of County Commissioners of the County of St. Clair, hereinafter referred to as the "SPONSOR".

WITNESSETH:

WHEREAS, the parties hereto desire to make runway improvements at the St. Clair County International Airport in Port Huron, Michigan, said improvements more fully described as the Crack Sealing of Runways, Taxiways and Aprons, and/or pavement marking to be hereinafter referred to as the "PROJECT";

NOW, THEREFORE, it is agreed:

1. The parties hereto agree to undertake and complete the PROJECT in accordance with the terms of this Contract.
2. The SPONSOR is responsible for obtaining bids for the PROJECT work and shall make a recommendation to the DEPARTMENT to award a Contract. The recommendation to award a Contract will include a summary of all bids received. If the SPONSOR recommends awarding a Contract to other than the lowest bidder, a written explanation detailing the SPONSOR'S rationale shall be provided.
3. The SPONSOR shall solicit bids only from those contractors by the DEPARTMENT'S Bureau of Aeronautics.
4. The SPONSOR shall have the contract between the SPONSOR and the successful contractor approved by the DEPARTMENT prior to executing said Contract.

5. The term PROJECT COST as herein used is hereby defined as the cost of all work necessary to seal the pavement cracks for the PROJECT.

6. Upon written notification from the SPONSOR that the contractor has been given a notice to proceed the DEPARTMENT will pay the SPONSOR the DEPARTMENT'S share of the PROJECT COST not to exceed the amount set forth in Section 7. The SPONSOR shall then pay the contractor immediately upon receipt of billings from the same. Upon completion of the PROJECT and payment of all eligible and allowable PROJECT COST, the SPONSOR will make a final accounting and submit a final billing to the DEPARTMENT or immediately refund any portion of DEPARTMENT funds not supported by copies of contractor invoices and cancelled checks or not used for eligible or allowable PROJECT expenses.

Payment of any cost by the DEPARTMENT pursuant to this section shall not constitute a final determination by the DEPARTMENT of the allowability of such cost and shall not constitute a waiver by the DEPARTMENT of any violation of the terms of this Contract committed by the SPONSOR. The DEPARTMENT will make final determination as to allowability only after final audit of the PROJECT should the DEPARTMENT not accept the SPONSOR'S final accounting. The SPONSOR shall submit copies of all contractor invoices and cancelled checks to the DEPARTMENT as evidence of actual expenditures.

7. The PROJECT COST shall be met in part by contributions from the DEPARTMENT. The DEPARTMENT will participate in all eligible and allowable PROJECT COSTS at a rate of fifty percent (50%) of those costs. The DEPARTMENT'S maximum financial obligation shall not exceed Five Thousand Dollars (\$5000.00).

8. Any change in scope of the PROJECT, increase in the DEPARTMENT'S share of PROJECT COST, or term of this contract shall be by execution of a prior written amendment to this contract by the parties hereto.

9. Any work or material that is determined by the DEPARTMENT not to be in conformity with the specifications and contract documents, will be ineligible for DEPARTMENT participation.

10. Any items of PROJECT COST not reimbursed by DEPARTMENT funds will be the sole responsibility of the SPONSOR.

11. a. Establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this Contract.

- b. The SPONSOR shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this Contract. In the event of a dispute with regard to the allowable expenses of any other issue under this Contract, the SPONSOR shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
- c. The DEPARTMENT, the FAA, or their representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.
- d. If any part of the work is subcontracted, the SPONSOR shall assure compliance with subsections (a), (b), and (c) above for all subcontracted work.

IT IS FURTHER AGREED THAT:

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this Contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the SPONSOR, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the SPONSOR at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the SPONSOR shall: (a) repay the amount of any overpayment to the DEPARTMENT, and/or (b) submit to the DEPARTMENT a written response to the Notice of Audit Results explaining the nature and basis for any disagreement as to a disallowed item of expense and/or, (c) submit to the DEPARTMENT a written explanation as to any questioned item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned item of expense. Where the documentation is voluminous, the SPONSOR may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the Contract. The SPONSOR agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally decide whether to allow or disallow any items of questioned cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been

made to the SPONSOR, the SPONSOR shall repay that amount to the DEPARTMENT within thirty (30) days after the date of the written notice from the DEPARTMENT of that decision. If the SPONSOR fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the SPONSOR agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the SPONSOR under this Contract, or any other agreement, or payable to the SPONSOR under the terms of 1951 PA 51. The SPONSOR expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT's decision only as to any item of expense the disallowance of which was disputed by the SPONSOR in a timely filed RESPONSE.

12. This Contract shall be in effect for a period of eighteen (18) months from the date of execution.

13. The SPONSOR specifically agrees that in the performance of the PROJECT herein enumerated by itself, or a subcontractor, that they will comply with any and all state, federal, and applicable local statutes, ordinances, and regulations. The SPONSOR further agrees to obtain all permits that are applicable to the entry into and the performance of this Contract.

14. The SPONSOR agrees to permit representatives of the DEPARTMENT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of the DEPARTMENT and are not intended to relieve or negate any of the SPONSOR'S obligations and duties contained in this Contract.

Any approvals, reviews, and inspections of any nature provided by the DEPARTMENT shall not be construed as a warranty or assumption of liability on the part of the DEPARTMENT. It is expressly understood and agreed that any such approvals are for the sole and exclusive purposes of the DEPARTMENT, which is acting in a governmental capacity under this Contract and that such approvals are a governmental function incidental to this Contract.

Any approvals, reviews, and inspections provided by the DEPARTMENT will not relieve the SPONSOR of its obligations hereunder, nor are such approvals, reviews, and inspections provided by the DEPARTMENT to be construed as a warranty as to the propriety of the SPONSOR'S performance, but are undertaken for the sole use and information of the DEPARTMENT.

15. In connection with the performance of PROJECT work under this Contract, the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts" as set forth in Appendix "A", dated August, 1985, attached hereto and made a part hereof.

16. In accordance with 1980 PA 278; MCL 423,321, et seq; MSA 17.458(22), et seq, the SPONSOR, in the performance of this Contract, shall not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the State of Michigan, Department of Labor, of employers who have been found in contempt of court by a federal court of appeals, on not less than three (3) occasions involving different violations during the preceding seven (7) years, for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act 29, U.S.C. 158. The DEPARTMENT may void this Contract or the name of a subcontractor, manufacturer, or supplier utilized by the SPONSOR in the performance of this Contract subsequently appears in the register during the performance period of this Contract.

17. In any instance of dispute and/or litigation concerning the PROJECT, the resolution thereof shall be the sole responsibility of the parties to that contract which is the subject of the controversy. It is understood and agreed that any legal representation of the SPONSOR in pursuing the resolution of any dispute and/or litigation shall be the responsibility of the SPONSOR.

18. In addition to the protection afforded by any policy of insurance, the SPONSOR agrees to indemnify and save harmless the State of Michigan, the Michigan State Transportation Commission, the Michigan Aeronautics Commission, the DEPARTMENT, and all officers, agents, and employees thereof:

- a. from any and all claims by persons, firms, or corporations for labor, materials, supplies, or services provided to the SPONSOR in connection with the SPONSOR's performance under this Contract; and
- b. from any and all claims of injuries to, or death of, any and all persons, and for loss of or damage to property and environmental damage or degradation, response and cleanup, and from attorney fees and related costs arising out of, under, or by reason of the SPONSOR's negligent performance of the project assignments under this Contract, except claims resulting from the sole negligence of said indemnitee, its agents, or employees.

19. The DEPARTMENT shall not be subject to any obligations or liabilities by contractors of the SPONSOR, their subcontractors, or any other person not a party to the contract without the DEPARTMENT'S specific consent and notwithstanding its concurrence in or approval of the award of any contract, subcontract, or the solicitation thereof.

20. It is expressly understood and agreed that the SPONSOR shall take no action or conduct which arises either directly or indirectly out of its obligations, responsibilities, and duties under this Contract, which results in claims being asserted against or judgments being imposed against the State of Michigan, the DEPARTMENT, the Michigan State Transportation Commission and/or the Michigan Aeronautics Commission. In the event that

the same occurs, for the purposes of this Contract it will be considered as a breach of this Contract thereby giving the State of Michigan, the DEPARTMENT, the Michigan State Transportation Commission, and/or the Michigan Aeronautics Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

21. This Contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolution approving said Contract and authorizing the signatures thereto of the respective officials of the SPONSOR, a certified copy of which resolution shall be attached to this Contract, and with approval by the State Administrative Board.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written:

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ST. CLAIR

BY: _____
TITLE: _____

MICHIGAN DEPARTMENT OF TRANSPORTATION

BY: _____
TITLE: Department Director

FORM APPROVED
[Signature]
ASSISTANT
ATTORNEY
GENERAL

[Signature]
REVIEWED
11/10/94
BUREAU OF
FINANCE

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

August, 1985

**APPENDIX D
(July 18, 1986)**

REPORT OF RETIRED STATE EMPLOYEES

CONDITIONS

1. Include only names of persons under sixty-two (62) years of age who have performed a portion of the work required by this agreement and have also received remuneration therefore during the time period covered by the report.
2. Reports are to be submitted to the DEPARTMENT'S Office of Human Resources by the first (1st) of each month during the term of this agreement.

INFORMATION REQUIREMENTS

The following information is required in each Report of Retired State Employees:

1. MDOT Agreement or Contract Number.
2. Name of reporting firm.
3. Total original dollar amount of Contract or Agreement.
4. Name and Social Security number of Retiree(s) receiving remuneration.
5. Month during which work was performed.
6. The report is to be legibly signed by a representative of the firm and dated.

EXTRACT FROM THE MINUTES OF A _____ MEETING OF THE ST. CLAIR COUNTY BOARD OF COMMISSIONERS AT PORT HURON, MICHIGAN, HELD ON _____, 1994.

The following Resolution was introduced, read in full, considered and adopted:

RESOLUTION 94-62

RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF THE GRANT AGREEMENT BY THE ST. CLAIR COUNTY BOARD OF COMMISSIONERS, OF PORT HURON, MICHIGAN, AND THE DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF OBTAINING FEDERAL AID FOR THE DEVELOPMENT OF THE ST. CLAIR COUNTY INTERNATIONAL AIRPORT, UNDER PROJECT NO. C-26-0080-0494.

BE IT RESOLVED by the members of the Board of Commissioners of St. Clair County, Michigan:

Section I. That the County Board of Commissioners, of St. Clair County, Michigan, shall enter into a Grant Agreement for the development of the St. Clair County International Airport, and that such Grant Agreement shall be as set forth hereinbelow:

Section II. That the Chairperson of the St. Clair County Board of Commissioners of St. Clair County, Michigan, is hereby authorized and directed to execute said Grant Agreement in two (2) copies on behalf of the County of St. Clair, Michigan, and the County Clerk is hereby authorized and directed to impress the official seal and to attest said execution;

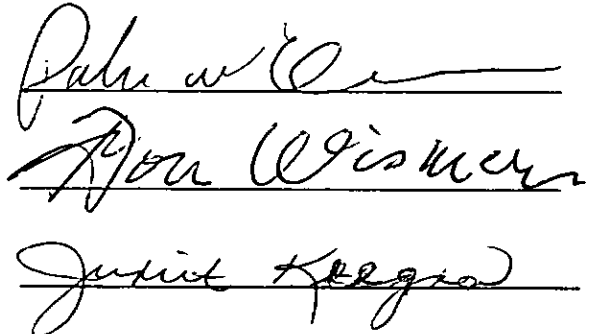
Section III. That the Grant Agreement referred to hereinbelow shall be as attached:

DATED: November 30, 1994

Reviewed and Approved by:



KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, MI 48040



CERTIFICATE

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 St. Clair County Board of Commissioners of Port Huron, Michigan, held on _____, 1994, is a true and correct copy of original minutes relating to the matters set forth in said attached extract, and I do further certify the 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 _____, 1994.

(SEAL)

GRANT CONTRACT FOR FEDERAL/STATE/LOCAL
AIRPORT DEVELOPMENT

THIS GRANT CONTRACT is made and entered into this date of _____, by and between the Michigan Department of Transportation, hereinafter referred to as the DEPARTMENT, and the Board of County Commissioners of the County of St. Clair, hereinafter referred to as the SPONSOR, for the purpose of fixing the rights and obligations of the parties in agreeing to the following capital improvements at St. Clair County International Airport in Port Huron, Michigan, hereinafter referred to as the PROJECT and estimated in detail on Exhibit 1, dated September 26, 1994, attached hereto and made a part hereof.

Approach clearing to Runway 4 as more completely defined in Contract No. FM 77-3-C50.

WITNESSETH:

WHEREAS, the PROJECT is eligible for federal funding pursuant the Airport and Airway Improvement Act of 1982 as amended and/or the Aviation Safety and Noise Abatement Act of 1979, and

WHEREAS, the DEPARTMENT has received a block grant from the Federal Aviation Administration (FAA) for airport development projects, and

WHEREAS, the DEPARTMENT is responsible for the allocation and management of block grant funds pursuant to the above noted act,

NOW, THEREFORE, it is agreed:

1. The term PROJECT COST, as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including the costs of preliminary engineering, design engineering, construction supervision, environmental studies and reports, airport layout plan updates relating to the PROJECT. PROJECT COST shall also include administrative costs incurred by the DEPARTMENT in connection with the PROJECT.

THE SPONSOR SHALL:

2. Select a consultant to perform each element of the PROJECT. The consultant selected to supervise the construction aspects of the PROJECT shall do so in accordance

with the Bureau of Aeronautic's Project Engineers Manual. The contract between the SPONSOR and the consultant shall be submitted to the DEPARTMENT for review and approval. Any such approvals shall not be construed as a warranty of the consultant's qualifications, professional standing, ability to perform the work being contracted, or financial integrity. The SPONSOR shall not execute a consultant contract nor authorize the consultant to proceed prior to receiving written approval of the contract from the DEPARTMENT.

Any change to the consultant contract requires prior written approval of the DEPARTMENT. In the event the consultant contract is terminated, the DEPARTMENT shall be given immediate written notice by the SPONSOR.

3. Make payment to the DEPARTMENT for the SPONSOR's share of PROJECT COSTS within thirty (30) days of the billing date. The DEPARTMENT will not make payments for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of PROJECT work.

Eligible PROJECT COSTS which are paid by the SPONSOR may be submitted for credit towards the SPONSOR's share of the PROJECT COST provided it is submitted within 180 days of the date the costs were incurred or 180 days of execution by both parties of this agreement, whichever is later. Documentation of payment of PROJECT COST shall include copies of the invoices and copies of both sides of the cancelled checks. The amount of the SPONSOR billing will be reduced by the amount of the eligible credit, based on documentation submitted, provided it is submitted prior to the date of the billing. Should it be determined that the SPONSOR has been given credit for payment of ineligible items of work, the SPONSOR will be billed an amount to insure that the SPONSOR share of PROJECT COSTS are covered.

The SPONSOR hereby pledges a sufficient amount of funds to meet its obligations.

4. Give immediate written notice to the DEPARTMENT should termination of a construction contract, pursuant to Section 80-09 of the DEPARTMENT's applicable "General Provisions for Construction of Airports" occur.

5. Give immediate written notice to the DEPARTMENT upon completion of the work in each construction contract and the acceptance thereof by the SPONSOR.

6. In the performance of the PROJECT herein enumerated, by itself, by a subcontractor, or by anyone acting in its behalf, agree that they will comply with any and all state, federal, and applicable local statutes, ordinances, and regulations. The SPONSOR further agrees to obtain all permits that are applicable to the entry into and the performance of this Grant Contract.

In addition, the SPONSOR agrees to comply with the Assurances contained in Appendix "E" (PP-A-1) and the Special Conditions set forth in Appendix "F" attached hereto and made a part hereof.

7. Upon written notice from the DEPARTMENT, repay any disallowed items of cost previously disbursed by the DEPARTMENT. Deficiencies billed to the SPONSOR shall be paid within sixty (60) days of the billing date. If the SPONSOR has not made arrangements to make payment within sixty (60) days, the DEPARTMENT may withhold monies from present or future contracts and may pursue any other remedy to recover such deficiencies.

Establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Agreement, said records to be hereinafter referred to as the "RECORDS".

The SPONSOR shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this Agreement. In the event of a dispute with regard to the allowable expenses of any other issue under this Agreement, the SPONSOR shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

8. Provide, and will require its subcontractors to provide, access by the DEPARTMENT, the FAA or its representatives, to all technical data, accounting records, reports, documents, and work in process pertaining to this Grant Contract. Copies of technical data, reports, and other documents shall be provided by the SPONSOR or its subcontractors to the DEPARTMENT and the FAA upon request.

The SPONSOR agrees to permit representatives of the DEPARTMENT and the FAA to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of the DEPARTMENT and are not intended to relieve or negate any of the SPONSOR'S obligations and duties contained in this Grant Contract.

9. Furnish to the DEPARTMENT written reports, monthly, regarding the employment of persons, either directly or through subcontract to this Grant Contract, who have retired from State of Michigan employment pursuant to 1984 PA 2 and 3. Reports must comply with the Report Conditions and meet the Information Requirements set forth in Appendix "D", dated July 18, 1986, attached hereto and made a part hereof.

10. Permit, and will require its subcontractors to permit, access by the DEPARTMENT, the FAA or its representatives in order to audit its books and records at any reasonable time.

11. Retain, and will require its subcontractors to retain, all data and records pertaining to this Grant Contract until six (6) years after the final settlement of all PROJECT COSTS between the SPONSOR and the DEPARTMENT.

12. Maintain said Airport in full operating condition on a year-round basis for a period of twenty (20) years in accordance with class "C" licensing requirements set forth by

the Michigan Aeronautics Commission rules and regulations. During this period, the Airport shall not be abandoned or permanently closed without the express written permission of the DEPARTMENT. Failure to do so shall constitute grounds for forfeiture of the PROJECT, and/or repayment of all grant amounts on a pro rata basis.

13. Operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to serve the aeronautical users of the Airport other than facilities owned or controlled by the United States in the State of Michigan, and will not permit any activity thereon which would interfere with its use for airport purposes; provided that nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to any act of God or other condition or circumstances beyond the control of the SPONSOR. Failure to do so shall constitute grounds for forfeiture of the PROJECT, and/or repayment of all grant amounts on a pro rata basis.

THE DEPARTMENT SHALL:

14. Advertise and award the contracts for the construction work in the name of the SPONSOR in accordance with the following:

- a. Prequalification of bidders shall be determined by the DEPARTMENT in accordance with the "Administrative Rules Governing the Prequalification of Bidders for Highway and Transportation Construction Work".
- b. Prior to advertising the construction work for receipt of bids, the SPONSOR may delete any portion or all of the PROJECT work.
- c. If after receipt of bids for the construction work, the SPONSOR gives notice of circumstances which affect its ability to proceed, the DEPARTMENT, on behalf of the SPONSOR, if required, shall reject the bids.
- d. In the event of the rejection of all bids, any costs incurred by the DEPARTMENT shall be deemed to be PROJECT COST.
- e. Upon receipt of bids, the DEPARTMENT, on behalf of the SPONSOR, will select the most responsive bid in accordance with the DEPARTMENT's applicable "General Provisions for Construction of Airports". The DEPARTMENT will then prepare a "Recommendation to Award" and submit it to the SPONSOR. The DEPARTMENT will forward the contract documents to the contractor and then the SPONSOR for execution.
- f. The DEPARTMENT is authorized to receive, hold, and return proposal guarantees on behalf of and in the name of the SPONSOR

pursuant to the requirements enumerated in the DEPARTMENT's applicable "General Provisions for Construction of Airports".

- g. In the event of the forfeiture of a proposal guaranty, in accordance with the DEPARTMENT's applicable "General Provisions for Construction of Airports", and upon receipt of a request from the SPONSOR the DEPARTMENT will forward to the SPONSOR the forfeited proposal guaranty.
- h. The DEPARTMENT is authorized to receive performance and lien bonds and certificates of insurance on behalf of and in the name of the SPONSOR pursuant to the requirements enumerated in the DEPARTMENT's applicable "General Provisions for Construction of Airports".
- i. The SPONSOR, upon presentation of the contract documents, by the DEPARTMENT, will execute and return the appropriate documents on or before a date to be set by the DEPARTMENT in accordance with the DEPARTMENT's applicable "General Provisions for Construction of Airports."
- j. Upon receipt of the executed contract documents from the SPONSOR and compliance by the contractor with all DBE and insurance requirements, the DEPARTMENT will issue the Notice to Proceed.

15. Approve subcontracts, between the prime contractor and the subcontractor, on behalf of the SPONSOR. Any such approvals shall not be construed as a warranty of the subcontractor's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity.

Approval of a subcontract by the DEPARTMENT shall not relieve the SPONSOR of their obligations under this Grant Contract.

16. Bill the SPONSOR for the SPONSOR's share of estimated PROJECT COST. The DEPARTMENT will not make payments for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of PROJECT work.

17. Upon receipt of payment request approved by the SPONSOR make payment for eligible PROJECT COSTS. The DEPARTMENT will seek reimbursement from the FAA, through the block grant issued to the DEPARTMENT, for funds expended on eligible PROJECT COSTS.

18. Make final accounting to the SPONSOR upon completion of the PROJECT, payment of all PROJECT COSTS, and completion of necessary audits. Any excesses or deficiencies will be returned to or billed to the SPONSOR.

IT IS FURTHER AGREED:

19. The PROJECT COST participation is estimated to be as shown below and as in the attached Exhibit 1.

	Dollar Amount
Federal share	\$237,600.00
DEPARTMENT share	\$ 13,200.00
SPONSOR share	<u>\$ 13,200.00</u>
Estimated PROJECT COST	\$264,000.00

The PROJECT COSTS shown here are the maximum obligation of state and federal funds under this Grant Contract. The maximum obligation of state and federal funds may be adjusted to an amount less than the maximums shown in this section. The DEPARTMENT will issue a Budget Letter following the receipt of bids to establish the revised maximum obligation under this Grant Contract based on an amount which reflects the as bid price, the actual consultant contract costs, the estimated administrative costs of the DEPARTMENT and a contingency for potential cost overruns. The Budget Letter will be signed by the Administrator of the Airport Development Division of the Bureau of Aeronautics.

A Budget Letter shall also be used to add or delete work items from the PROJECT description provided the costs do not exceed the maximum obligation of this section. If the total amount of PROJECT COSTS after receipt of bids exceeds the maximum obligation shown above in this Section, the PROJECT scope will have to be reduced or a written amendment to this Grant Contract to provide additional funds will have to be executed by both parties before the work is started.

The actual DEPARTMENT, FAA, and SPONSOR share of the PROJECT COST will be determined at the time of financial closure.

20. The PROJECT COST shall be met in part with federal funds granted to the DEPARTMENT by FAA through the block grant program and by State Airport Development funds. Upon final settlement of costs, the federal funds will be applied to the eligible items of PROJECT COST at the rate of 90 percent up to the maximum obligation shown in section 19 or as revised in the Budget Letter. The State Airport Development funds will be applied to the balance of the PROJECT COST at a rate of 50 percent for those items eligible for state participation up to the maximum obligation shown in section 19 or as revised in the Budget Letter. Any items of PROJECT COST not funded with state or federal funds will be the sole responsibility of the SPONSOR.

21. The SPONSOR hereby agrees the costs reported to the DEPARTMENT for this Grant Contract shall represent only those items which are properly chargeable in accordance with this Grant Contract. The SPONSOR also hereby certifies that it has read the Grant Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Grant Contract that apply to the reporting of costs incurred under the terms of this Grant Contract.

22. In the event it is determined by the DEPARTMENT that there will be either insufficient funds or insufficient time to properly administer such funds for the entire

PROJECT or portions thereof, the DEPARTMENT, prior to advertising or authorizing work performance, may cancel the PROJECT, or any portion thereof, by giving written notice to the SPONSOR. In the event this occurs, this Grant Contract shall be void and of no effect with respect to the cancelled portion of the PROJECT. Any SPONSOR deposits on the cancelled portion, less PROJECT COST incurred on the cancelled portions, will be refunded following receipt of a letter from the SPONSOR requesting excess funds be returned, or at the time of financial closure, whichever comes first.

The DEPARTMENT shall not participate in the PROJECT COST incurred on the cancelled portions of the PROJECT and Sections 19 and 20 shall not be construed to require the DEPARTMENT's participation in the cancelled portion.

Reimbursement of any costs pursuant to this section shall not constitute a final determination by the DEPARTMENT of the allowability of such costs and shall not constitute a waiver by the DEPARTMENT of any violation of the terms and conditions of this Agreement committed by the SPONSOR.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this Agreement, or questions the allowability of an item of expense, the DEPARTMENT shall promptly give to the SPONSOR, a copy of the audit report with a written Notice of Audit Results which may supplement or modify any tentative findings verbally communicated to the SPONSOR at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the SPONSOR shall: (a) repay the amount of any overpayment to the DEPARTMENT, and/or, (b) submit to the DEPARTMENT a written response to the Notice of Audit Results explaining the nature and basis for any disagreement as to a disallowed item of expense and/or, (c) submit to the DEPARTMENT a written explanation as to any questioned item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned item of expense. Where the documentation is voluminous, the SPONSOR may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the Agreement. The SPONSOR agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally decide whether to allow or disallow any items of questioned cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the SPONSOR, the SPONSOR shall repay that amount to the DEPARTMENT within thirty (30) days after the date of the written notice from the DEPARTMENT of that decision. If the SPONSOR fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the SPONSOR agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the SPONSOR under this

Agreement, or any other agreement, or payable to the SPONSOR under the terms of 1951 PA 51. The SPONSOR expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT's decision only as to any item of expense the disallowance of which was disputed by the SPONSOR in a timely filed RESPONSE.

23. Any changes to the PROJECT plans and specifications made after receipt of bids requires prior written approval of the DEPARTMENT. The SPONSOR or their representatives may request such changes by initiating a change order to the construction contract in accordance with the "General Provisions for Construction of Airports" and the DEPARTMENT'S "Project Engineers Manual" for airport construction. Additional costs incurred as a result of said change order cannot exceed the maximum obligation shown in Section 19 without a prior written amendment to this Grant Contract being executed by both parties.

In the event that during the course of PROJECT construction, it becomes necessary to exceed estimated quantities of materials or labor, and it is not reasonable to obtain prior consent from the DEPARTMENT without interrupting an ongoing construction activity, the SPONSOR's on-site supervisor may approve such overruns and the DEPARTMENT may share in the costs of such overruns only if all of the following conditions are met:

- a. The construction, including such overruns, remains in conformity with the PROJECT plans and specifications as revised.
- b. Such overruns do not exceed ten percent (10%) of that category within the PROJECT plans and specifications as revised.
- c. The SPONSOR or their representative immediately notify the DEPARTMENT of such overruns and the estimated cost thereof.
- d. That such on-site approval is necessary for the continuity in construction and that obtaining approval prior to proceeding would cause a material interruption in the PROJECT resulting in a significant increase in costs.
- e. It does not change the scope of the project.

24. Any work or material that is determined by the DEPARTMENT not to be in conformity with the plans, specifications, and contract documents, will be ineligible for federal and state participating funds, or will be subject to a price adjustment approved by the DEPARTMENT.

25. This Grant Contract shall be in effect for a period of thirty six (36) months from the date of execution.

26. In addition to the requirements of Section 12, and not in lieu thereof, should the SPONSOR desire to abandon, close, sell or otherwise divest itself of the airport or any

portion thereof, the SPONSOR agrees to provide to the DEPARTMENT a prior written notice of any such intent giving the DEPARTMENT, for a period of one hundred eighty (180) days after receipt of such notice, a first right to purchase at fair market value the airport and/or all facilities thereon. Fair market value shall be determined by an independent appraisal of such properties. The current fair market value of any properties purchased with state or federal funds will also be determined through an independent appraisal. The state and federal participation rates used to purchase those properties will be applied to the current fair market value of these individual parcels. This amount will be deducted from the fair market value of the entire airport prior to purchase.

The notice of intent and first right to purchase shall be provided via registered or certified mail, return receipt, postage prepaid, addressed to the Deputy Director of the Bureau of Aeronautics, Michigan Department of Transportation.

This section shall not be construed as relieving the SPONSOR of their obligations of the Assurances contained in Appendix "E" (PP-A-1).

27. Failure on the part of the SPONSOR to comply with any of the conditions in this Grant Contract may be considered cause for placing the SPONSOR in a state of non-compliance thereby making the SPONSOR ineligible for future federal and/or state funds until such time the non-compliance issues are resolved. In addition, said failure may constitute grounds for forfeiture of the PROJECT, and/or repayment of all grant amounts on a pro rata basis.

28. Any approvals, reviews, and inspections of any nature provided by the DEPARTMENT shall not be construed as a warranty or assumption of liability on the part of the DEPARTMENT. It is expressly understood and agreed that any such approvals are for the sole and exclusive purposes of the DEPARTMENT, which is acting in a governmental capacity under this Grant Contract and that such approvals are a governmental function incidental to the grant which is the subject of this Grant Contract.

Any approvals, reviews, and inspections provided by the DEPARTMENT will not relieve the SPONSOR of its obligations hereunder, nor are such approvals, reviews, and inspections provided by the DEPARTMENT to be construed as a warranty as to the propriety of the SPONSOR's performance, but are undertaken for the sole use and information of the DEPARTMENT.

29. In connection with the performance of PROJECT work under this Grant Contract, the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix "A", attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Grant Contract.

30. In accordance with 1980 PA 278; MCL 423.321, et seq; MSA 17.458(22), et seq, the SPONSOR, in the performance of this Grant Contract, shall not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the State of Michigan, Department of Labor, of employers who have been found in contempt of court by a FAA court of appeals, on not less than three (3) occasions involving different violations during the preceding seven (7) years, for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U.S.C. 158. The DEPARTMENT may void this Grant Contract or the name of a subcontractor, manufacturer, or supplier utilized by the SPONSOR in the performance of this Grant Contract subsequently appears in the register during the performance period of this Grant Contract.

31. In any instance of dispute and/or litigation concerning the PROJECT, the resolution thereof shall be the sole responsibility of the parties to that Contract which is the subject of the controversy. It is understood and agreed that any legal representation of the SPONSOR in any dispute and/or litigation shall be the financial responsibility of the SPONSOR.

32. In addition to the protection afforded by any policy of insurance, the SPONSOR agrees to indemnify and save harmless the State of Michigan, the Michigan State Transportation Commission, the Michigan Aeronautics Commission, the DEPARTMENT, the FAA, and all officers, agents, and employees thereof:

- a. from any and all claims by persons, firms, or corporations for labor, materials, supplies, or services provided to the SPONSOR in connection with the SPONSOR's performance of the project assignments, and
- b. from any and all claims of injuries to, or death of, any and all persons, and for loss of or damage to property and environmental damage or degradation, response and clean up costs and from attorney fees and related costs arising out of, under, or by reason of the SPONSOR's negligent performance of the project assignments under this Grant Contract, except claims resulting from the sole negligence of said indemnitee, its agents or employees.

33. The DEPARTMENT and the FAA shall not be subject to any obligations or liabilities by contractors of the SPONSOR or their subcontractors or any other person not a party to this Grant Contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract, or the solicitation thereof.

34. It is expressly understood and agreed that the SPONSOR shall take no action or conduct which arises either directly or indirectly out of its obligations, responsibilities, and duties under this Grant Contract, which results in claims being asserted against or judgments being imposed against the State of Michigan, the DEPARTMENT, the FAA, the Michigan State Transportation Commission, and/or the Michigan Aeronautics Commission. In the event that the same occurs, for the purposes of this Grant Contract it will be considered as

a breach of this Grant Contract thereby giving the State of Michigan, the DEPARTMENT, the FAA, the Michigan State Transportation Commission, and/or the Michigan Aeronautics Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

35. In case of any discrepancies between the body of this Grant Contract and any Exhibit hereto, the body of the Grant Contract shall govern.

36. This Grant Contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto, and upon the adoption of the necessary resolution approving said Grant Contract and authorizing the signatures thereto of the respective officials of the SPONSOR, a certified copy of which resolution shall be attached to this Grant Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Grant Contract to be executed the day and year first above written.

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ST. CLAIR

BY: _____
TITLE:

MICHIGAN DEPARTMENT OF TRANSPORTATION

BY: _____
TITLE: Department Director

FORM APPROVED
R. J. [Signature]
ASSISTANT
ATTORNEY
GENERAL

[Signature]
REVIEWED
10/24/94
BUREAU OF
FINANCE

EXHIBIT 1

ST. CLAIR CO. INT'L AIRPORT PORT HURON, MICHIGAN

Project No. B-26-0080-0494

26-Sep-94

	Federal	State	Local	Total
CONSTRUCTION	\$188,640	\$10,480	\$10,480	\$209,600
Approach Clearing to Rwy 4	\$188,640	\$10,480	\$10,480	\$209,600
ENGINEERING	\$26,460	\$1,470	\$1,470	\$29,400
Consultant-Design & Cons Supv	\$23,760	\$1,320	\$1,320	\$26,400
DEPARTMENT-AERO	\$2,700	\$150	\$150	\$3,000
ADMINISTRATION	\$4,500	\$250	\$250	\$5,000
DEPARTMENT-AERO	\$4,500	\$250	\$250	\$5,000
CONTINGENCIES	\$18,000	\$1,000	\$1,000	\$20,000
Funding Contingency	\$18,000	\$1,000	\$1,000	\$20,000
TOTAL PROJECT BUDGET	\$237,600	\$13,200	\$13,200	\$264,000

**APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

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

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

August, 1985

**Appendix B
(Aeronautics)**

**CIVIL RIGHTS ACT OF 1964, TITLE VI - 49 CFR PART 21
CONTRACTUAL REQUIREMENTS**

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

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

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

3. **Solicitations for Subcontracts, Including Procurement of materials and equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

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

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

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**APPENDIX D
(July 18, 1986)**

REPORT OF RETIRED STATE EMPLOYEES

CONDITIONS

1. Include only names of persons under sixty-two (62) years of age who have performed a portion of the work required by this agreement and have also received remuneration therefore during the time period covered by the report.
2. Reports are to be submitted to the DEPARTMENT'S Office of Human Resources by the first (1st) of each month during the term of this agreement.

INFORMATION REQUIREMENTS

The following information is required in each Report of Retired State Employees:

1. MDOT Agreement or Contract Number.
2. Name of reporting firm.
3. Total original dollar amount of Contract or Agreement.
4. Name and Social Security number of Retiree(s) receiving remuneration.
5. Month during which work was performed.
6. The report is to be legibly signed by a representative of the firm and dated.

ASSURANCES

Airport Sponsors

A. General.

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

B. Duration and Applicability.

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

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

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

Federal Legislation

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

- n. Airport and Airway Improvement Act of 1982, as amended 49 U.S.C. 2201, et seq.
- o. Powerplant and Industrial Fuel Use Act of 1978 - Section 403-2 U.S.C. 8373.¹
- p. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- q. Copeland Antikickback Act - 18 U.S.C. 874.¹
- r. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- s. Endangered Species Act - 16 U.S.C. 668(a), et seq.¹
- t. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- u. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

Executive Order 12372 - Intergovernmental Review of Federal Programs.

Executive Order 11246 - Equal Employment Opportunity¹

Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹

Federal Regulations

- a. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- b. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- c. 49 CFR Part 23 - Participation by minority business enterprise in Department of Transportation programs.
- d. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.^{1 2}
- e. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefitting from Federal financial assistance.¹
- f. 49 CFR Part 29 - Governmentwide debarment and suspension (non-procurement) and governmentwide requirements for drug-free workplace (grants).
- g. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to nonconstruction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 14 CFR Part 150 - Airport noise compatibility planning.
- m. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.¹
- n. 49 CFR Part 20 - New restrictions on lobbying.

Office of Management and Budget Circulars

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

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

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

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

2. **Responsibility and Authority of the Sponsor.**

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

3. **Sponsor Fund Availability.** It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement which it will own or control.

4. **Good Title.**

- a. It holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under the Airport and Airway Improvement Act of 1982 to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
 - e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
 - f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance with the Airport and Airway Improvement Act of 1982, the regulations and the terms, conditions and assurances in the grant agreement and shall insure that such arrangement also requires compliance therewith.
6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport. For noise compatibility program projects, other than land acquisition, to be carried out on property not owned by the airport and over which property another agency has land use control or authority, the sponsor shall obtain from each such agency a written declaration that such agency supports that project and the project is reasonably consistent with the agency's plans regarding the property.
 7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.
 8. **Consultation with Users.** In making a decision to undertake any airport development project under the Airport and Airway Improvement Act of 1982, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
 9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
 10. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
 11. **Local Approval.** In projects involving the construction or extension of any runway at any general aviation airport located astride a line separating two counties within a single state, it has received approval for the project from the governing body of all villages incorporated under the laws of that state which are located entirely within five miles of the nearest boundary of the airport.
 12. **Terminal Development Prerequisites.** For projects which include terminal development at a public airport, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 612 of the Federal Aviation Act of 1958 and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. **Accounting System, Audit, and Recordkeeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

- 14. **Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
- 15. **Veteran's Preference.** It shall include in all contracts for work on any project funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
- 16. **Conformity to Plans and Specifications.** It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into the grant agreement.
- 17. **Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.
- 18. **Planning Projects.** In carrying out planning projects:
 - a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
 - b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
 - c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
 - d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. **Operation and Maintenance**

- a. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for nonaeronautical purposes must first be approved by the Secretary. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

In furtherance of this assurance, the sponsor will have in effect at all times arrangements for-

- (1) Operating the airport's aeronautical facilities whenever required;
- (2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
- (3) Promptly notifying airmen of any condition affecting aeronautical use of the airport.

Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. **Hazard Removal and Mitigation.** It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. **Compatible Land Use.** It will take appropriate action, including the adoption of zoning laws, to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. **Economic Nondiscrimination.**

- a. It will make its airport available as an airport for public use on fair and reasonable terms and without unjust discrimination, to all types, kinds and classes of aeronautical use.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in any

aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- (1) furnish said services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and
- (2) charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- c. Each fixed-based operator at any airport owned by the sponsor shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, nontenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or nontenants and signatory carriers and nonsignatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport; from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the sponsor under these provisions.
- h. The sponsor may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. **Exclusive Rights.** It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:
- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
 - b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport.

It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or

not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under the Airport and Airway Improvement Act of 1982.

24. **Fee and Rental Structure.** It will maintain a fee and rental structure consistent with Assurance 22 and 23 for the facilities and services being provided the airport users which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.
25. **Airport Revenues.** If the airport is under the control of a public agency, all revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. Provided, however, that if covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
26. **Reports and Inspections.** It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request. A report of the airport budget will be available to the public at reasonable times and places. For airport development projects, it will also make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request. For noise compatibility program projects, it will also make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request.
27. **Use by Government Aircraft.** It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:
 - a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
 - b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.
28. **Land for Federal Facilities.** It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. **Airport Layout Plan.**

- a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities.

30. **Civil Rights.** It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.

31. **Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the discretion of the Secretary, 1) be paid to the Secretary for deposit in the Trust Fund, or 2) be reinvested in an approved noise compatibility project as prescribed by the Secretary.
- b. (1) For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (a) upon application to the Secretary, be reinvested in another eligible airport improvement project or projects approved by the Secretary at that airport or within the national airport system, or (b) be paid to the Secretary for deposit in the Trust Fund if no eligible project exists.
- (2) Land shall be considered to be needed for airport purposes under this assurance if (a) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (b) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before

December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- c. Disposition of such land under (a) or (b) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.
32. **Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.
33. **Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
34. **Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 6/1/94 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
35. **Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

ASSURANCES
Planning Agency Sponsors

A. General

1. These assurances shall be complied with in the performance of grant agreements for integrated airport system planning grants to planning agencies.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of the Airport and Airway Improvement Act of 1982, as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987. A sponsor is a planning agency designated by the Secretary of Transportation which is authorized by the State or States or political subdivisions concerned to engage in areawide planning.
3. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the grant agreement.

B. Duration. The terms, conditions and assurances of the grant agreement shall remain in full force and effect during the life of the project.

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

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

Federal Legislation.

- a. Federal Aviation Act of 1958 - 49 U.S.C. 1301, et seq.
- b. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- c. Hatch Act - 5 U.S.C. 1501, et seq.
- d. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- e. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- f. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- g. Airport and Airway Improvement Act of 1982, as amended, 49 U.S.C. 2201, et seq.
- h. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- i. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

Executive Order 12372- Intergovernmental Review of Federal Programs

Federal Regulations

- a. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.
- b. 49 CFR Part 21 - Nondiscrimination in federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- c. 49 CFR Part 23 - Participation by minority business enterprise in Department of Transportation programs.
- d. 49 CFR Part 29 - Governmentwide debarment and suspension (non-procurement) and governmentwide requirements for drug-free workplace (grants).
- e. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S.
- f. 49 CFR Part 20 - New restrictions on lobbying.

Office of Management and Budget Circulars.

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

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

2. **Responsibility and Authority of the Sponsor.** It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
3. **Sponsor Fund Availability.** It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.
4. **Preserving Rights and Powers.** It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary.
5. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies in the planning area.
6. **Accounting System, Audit, and Recordkeeping Requirement.**
 - a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount and nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with The Single Audit Act of 1984.
 - b. It shall make available to the Secretary and Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by the recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.
7. **Planning Projects.** In carrying out planning projects:
 - a. It will execute the project in accordance with the approved program narrative contained in the project application or with modifications similarly approved.
 - b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
 - c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
 - d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
 - e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
 - f. It will grant the Secretary the right to disapprove the Sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
 - g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not mean constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.
8. **Reports and Inspections.** It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request.
 9. **Civil Rights.** It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program.
 10. **Engineering and Design Services.** It will award each contract, or sub-contract for planning studies, feasibility studies, or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor.
 11. **Foreign Market Restrictions.** It will not allow funds to be provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
 12. **Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary.

Airport Name: St. Clair County International Airport
Associated City: Port Huron, Michigan
Project No.: C-26-0080-0494

APPENDIX F

SPECIAL CONDITIONS

1. **RUNWAY PROTECTION ZONES** The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the FAA, in the Runway Protection Zones:
 - a. **Existing Fee Title Interest in the Runway Protection Zone.**
The Sponsor agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, as depicted on the Exhibit "A" Property Map, except for nav aids that are fixed by their functional purposes or any other structure approved by the FAA. Any existing structures or uses within the Runway Protection Zone will be cleared or discontinued unless approved by the FAA.
 - b. **Existing Easement Interest in the Runway Protection Zone.**
The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is a hazard to air navigation or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
2. **AIR AND WATER QUALITY** Approval of the project included in this agreement is conditioned on the Sponsor's compliance with applicable air and water quality standards in accomplishing project construction and in operating the airport. Failure to comply with this requirement may result in suspension, cancellation, or termination of federal assistance under this agreement.
3. **LOBBYING ACTIVITIES** It is understood and agreed by and between the parties hereto that the Sponsor's Certification regarding lobbying activities, dated 6-25-92, is incorporated and made a part of this Grant Agreement.
4. **BUY AMERICAN REQUIREMENT** Unless otherwise approved by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special

condition.

5. WASTE DISPOSAL SITES It is hereby agreed by and between the parties hereto that, within its authority, the Sponsor will not approve or permit the establishment or existence of a waste disposal site which has been determined to be objectionable under the provisions of FAA Order 5200.5A, dated January 31, 1990, entitled "Waste Disposal Sites On or Near Airports."
6. OPEN BIDDING The Sponsor agrees not to include in any bid specification, project agreement, or other controlling documents to perform construction activities under this grant, any provisions which would:
 - a. Require bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s), or
 - b. Otherwise discriminate against bidders, offerors, contractors, or subcontractors for refusing to become or remain signatories or otherwise adhere to agreements with one or more labor organizations, on the same or other related construction project(s), or
 - c. Require any bidder, offeror, contractor, or subcontractor to enter into, adhere to, or enforce any agreement that requires its employees, as a condition of employment, to:
 - (1) become members of or affiliated with a labor organization, or
 - (2) pay dues or fees to a labor organization, over an employee's objection, in excess of the employee's share of labor organization costs relating to collective bargaining, contract administration, or grievance adjustment.

The Sponsor further agrees to require any contractor or subcontractor to agree to not include any similar provision which would violate paragraphs a through c above in their contracts or subcontracts pertaining to the projects under this grant.

7. APPROACH LIGHT CLEARING The Sponsor hereby covenants and agrees that it will not cause or permit any structure or object of natural growth to extend above the light planes within the land area (presently or hereafter owned or controlled by the Sponsor) comprising the site of any Approach Light System serving the aforesaid airport. The site is an area extending 2,600 feet outward from the approach threshold of the runway served and 400 feet in width located symmetrically about the extended runway centerline. The dimensions and slopes of the light planes shall be consistent with AC 150/5300-13 as applied to actual light elevations.

CURRENT FAA ADVISORY CIRCULARS FOR AIP PROJECTS

Effective Date: 6/1/94

NUMBER	SUBJECT
70/7460-1H CHG 1 & 2 150/5100-14C	Obstruction Marking and Lighting Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5210-5B 150/5210-7B 150/5210-14 150/5210-15 150/5210-18 150/5220-4B 150/5220-10A	Painting, Marking and Lighting of Vehicles Used on an Airport Aircraft Fire and Rescue Communications Aircraft Fire and Rescue Personnel Protective Clothing Airport Rescue & Firefighting Station Building Design Systems for Interactive Training of Airport Personnel Water Supply Systems for Aircraft Fire and Rescue Protection Guide Specification for Water/Foam Type Aircraft Rescue and Firefighting Vehicles
150/5220-13B 150/5220-14A 150/5220-16A 150/5220-17A 150/5220-18 150/5220-19	Runway Surface Condition Sensor Specification Guide Airport Fire and Rescue Vehicle Specification Guide Automated Weather Observing Systems for NonFederal Applications Design Standards for Aircraft Rescue Firefighting Training Facilities Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials Guide Specification for Small, Dual-Agent Aircraft Rescue and Firefighting Vehicles
150/5220-20 CHG 1 150/5220-21 CHG 1 150/5300-13 CHG 1, 2 & 3 150/5300-14 150/5300-15 150/5320-5B 150/5320-6C CHG 1 & 2 150/5320-12B	Airport Snow and Ice Control Equipment Guide Specification for Lifts Used to Board Airline Passengers With Mobility Impairments Airport Design Design of Aircraft Deicing Facilities Use of Value Engineering for Engineering Design of Airport Grant Projects Airport Drainage Airport Pavement Design and Evaluation Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-14 150/5325-4A CHG 1 150/5340-1G 150/5340-4C CHG 1 & 2 150/5340-5B CHG 1 150/5340-14B CHG 1 & 2 150/5340-17B 150/5340-18C CHG 1 150/5340-19 150/5340-21	Airport Landscaping for Noise Control Purposes Runway Length Requirements for Airport Design Standards for Airport Markings Installation Details for Runway Centerline Touchdown Zone Lighting Systems Segmented Circle Airport Marker System Economy Approach Lighting Aids Standby Power for NonFAA Airport Lighting Systems Standards for Airport Sign Systems Taxiway Centerline Lighting System Airport Miscellaneous Lighting Visual Aids

150/5345-28D CHG 1	Precision Approach Path Indicator (PAPI) Systems
150/5345-39B CHG 1	FAA Specification L853, Runway and Taxiway Centerline Retroreflective Markers
150/5345-42C CHG 1	Specification for Airport Light Bases, Transformer Housings, Junction Boxes and Accessories
150/5345-43D	Specification for Obstruction Lighting Equipment
150/5345-44F	Specification for Taxiway and Runway Signs
150/5345-45A	Lightweight Approach Light Structure
150/5345-46A	Specification for Runway and Taxiway Light Fixtures
150/5345-47A	Isolation Transformers for Airport Lighting Systems
150/5345-49A	Specification L854, Radio Control Equipment
150/5345-51 CHG 1	Specification for Discharge-Type Flasher Equipment
150/5345-52	Generic Visual Glideslope Indicators (GVGI)
150/5370-2C	Operational Safety on Airports During Construction
150/5370-10A CHG 1, 2, 3, 4, 5, 6, 7	Standards for Specifying Construction of Airports
150/5390-2A	Heliport Design
150/5390-3	Vertiport Design

CURRENT FAA ADVISORY CIRCULARS FOR PFC PROJECTS

Effective Date: 6/1/94

NUMBER	SUBJECT
70/7460-1H CHG 1 & 2	Obstruction Marking and Lighting
150/5210-5B	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-14	Airport Fire and Rescue Personnel Protective Clothing
150/5210-15	Airport Rescue & Firefighting Station Building Design
150/5220-10A	Guide Specification for Water/Foam Type Aircraft Rescue and Firefighting Vehicles
150/5220-13B	Runway Surface Condition Sensor Specification Guide
150/5220-14A	Airport Fire and Rescue Vehicle Specification Guide
150/5220-16A	Automated Weather Observing Systems for NonFederal Applications
150/5220-17A	Design Standards for Aircraft Rescue Firefighting Training Facilities
150/5220-19	Guide Specification for Small, Dual-Agent Aircraft Rescue and Firefighting Vehicles
150/5220-21 CHG 1	Guide Specification for Lifts Used to Board Airline Passengers With Mobility Impairments
150/5300-13 CHG 1, 2 & 3	Airport Design
150/5300-14	Design of Aircraft Deicing Facilities
150/5320-6C CHG 1 & 2	Airport Pavement Design and Evaluation
150/5320-12B	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5340-1G	Standards for Airport Markings
150/5340-4C CHG 1 & 2	Installation Details for Runway Centerline Touchdown Zone Lighting Systems
150/5340-5B CHG 1	Segmented Circle Airport Marker System
150/5340-14B CHG 1 & 2	Economy Approach Lighting Aids
150/5340-17B	Standby Power for NonFAA Airport Lighting Systems
150/5340-18C CHG 1	Standards for Airport Sign Systems
150/5340-19	Taxiway Centerline Lighting System
150/5340-21	Airport Miscellaneous Lighting Visual Aids
150/5340-23B	Supplemental Wind Cones
150/5340-24 CHG 1	Runway and Taxiway Edge Lighting System
150/5340-27A	Air-to-Ground Radio Control of Airport Lighting Systems
150/5345-3D	Specification for L821 Panels for Remote Control of Airport Lighting
150/5345-10E	Specification for Constant Current Regulators Regulator Monitors
150/5345-12C	Specification for Airport and Heliport Beacon
150/5345-26B CHG 1 & 2	Specification for L823 Plug and Receptacle, Cable Connectors
150/5345-27C	Specification for Wind Cone Assemblies

150/5340-23B	Supplemental Wind Cones
150/5340-24	Runway and Taxiway Edge Lighting System
CHG 1	
150/5340-27A	Air-to-Ground Radio Control of Airport Lighting Systems
150/5345-3D	Specification for L821 Panels for Remote Control of Airport Lighting
150/5345-5A	Circuit Selector Switch
150/5345-7D	Specification for L824 Underground Electrical Cable for Airport Lighting Circuits
CHG 1	
150/5345-10E	Specification for Constant Current Regulators Regulator Monitors
150/5345-12C	Specification for Airport and Heliport Beacon
150/5345-13A	Specification for L841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26B	Specification for L823 Plug and Receptacle, Cable Connectors
CHG 1 & 2	
150/5345-27C	Specification for Wind Cone Assemblies
150/5345-28D	Precision Approach Path Indicator (PAPI) Systems
CHG 1	
150/5345-39B	FAA Specification L853, Runway and Taxiway Centerline Retroreflective Markers
CHG 1	
150/5345-42C	Specification for Airport Light Bases, Transformer Housings, Junction Boxes and Accessories
CHG 1	
150/5345-43D	Specification for Obstruction Lighting Equipment
150/5345-44F	Specification for Taxiway and Runway Signs
150/5345-45A	Lightweight Approach Light Structure
150/5345-46A	Specification for Runway and Taxiway Light Fixtures
150/5345-47A	Isolation Transformers for Airport Lighting Systems
150/5345-49A	Specification L854, Radio Control Equipment
150/5345-50	Specification for Portable Runway Lights
CHG 1	
150/5345-51	Specification for Discharge-Type Flasher Equipment
CHG 1	
150/5345-52	Generic Visual Glideslope Indicators (GVGI)
150/5360-9	Planning and Design of Airport Terminal Facilities at NonHub Locations
150/5360-12	Airport Signing & Graphics
150/5360-13	Planning and Design Guidance for Airport Terminal Facilities
CHG 1	
150/5370-2C	Operational Safety on Airports During Construction
150/5370-6B	Construction Progress and Inspection Report-Airport Grant Program
150/5370-10A	Standards for Specifying Construction of Airports
CHG 1, 2, 3, 4, 5, 6, 7	
150/5370-11	Use of Nondestructive Testing Devices in the Evaluation of Airport Pavements
CHG 1	
150/5370-12	Quality Control of Construction for Airport Grant Projects
150/5390-2A	Heliport Design
150/5390-3	Vertiport Design

RESOLUTION 94- 61

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 1995 Marine Enforcement Program in an amount not to exceed \$239,225.

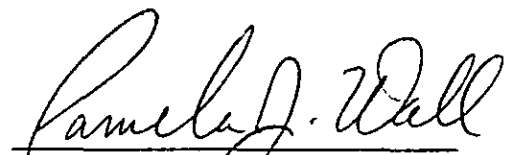
2) All resolutions and parts of resolutions in conflict with this Resolution are, to the extent of the conflict, hereby rescinded.


DATED: November 30, 1994

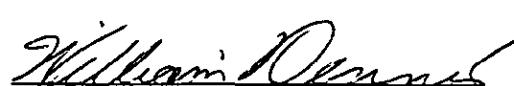
Reviewed and Approved by:



KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, MI 48040







RESOLUTION 94- 60

DISTRIBUTING THE 1995 COUNTY ROAD
APPROPRIATION

WHEREAS, the determination of the Board of County Road Commissioners of County road needs for 1995 has been presented to the St. Clair County Board of Commissioners, and it has been determined to appropriate the sum of \$749,000 from the County General Fund.

NOW, THEREFORE, BE IT RESOLVED, that:

1) An appropriation of \$749,000 to be allocated in the 1995 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.

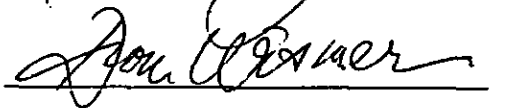
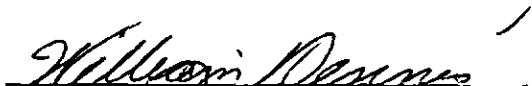
2) All resolutions and parts of resolutions in conflict with this Resolution, are to the extent of the conflict, hereby rescinded.

DATED: November 30, 1994

Reviewed and Approved by:



KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, MI 48040



RESOLUTION 94- 59

ADOPTING 1995 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 1995; 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 1995 is attached hereto, marked as Exhibit "A", and as recommended for adjustment by the Board of Commissioners, marked as Exhibit "B", and made a part hereof by reference.

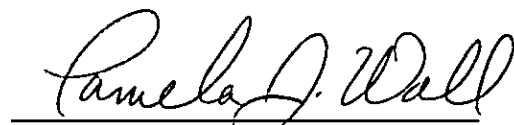
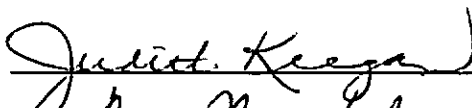
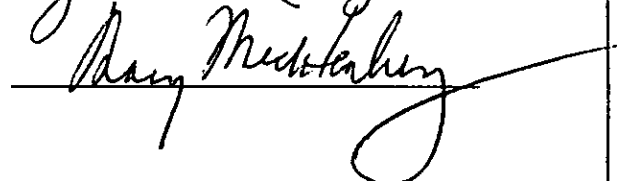
2) That said Budget conforms to the requirements of MSA 5.3228 (36) in every respect, setting forth amount appropriated, statements of estimated revenues, by source, in each fund, and is consistent with uniform charts of accounts prescribed by the State Treasurer.

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

DATED: December 14, 1994

Reviewed and Approved by:


KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, Mi 48040

1995 GENERAL FUND
BUDGETED CHANGES IN AVAILABLE FUND BALANCE

Estimated Available Fund Balance - December 31, 1994	\$ 2,355,051
Add: 1995 Budgeted Revenue	33,554,167
Less: 1995 Budgeted Expenditures	<u>33,554,167</u>
Estimated Available Fund Balance - December 31, 1995	<u>\$ 2,355,051</u>

EXHIBIT "A"

1995 GENERAL FUND
REVENUE BUDGET COMPARISONS

	1993 Actual <u>Revenue</u>	1994 Estimated <u>Actual</u>	1995 <u>Budget</u>
Taxes	\$16,278,426	\$16,919,300	\$17,816,200
Licenses	181,221	196,400	197,700
State Grants	5,115,514	5,171,824	5,683,791
Service Charges	2,893,630	2,830,000	2,991,724
Fines & Forfeits	456,526	491,200	517,700
Interest & Rents	642,543	685,666	734,616
Other Revenues & Reimb.	308,118	470,479	489,320
Other Financing Sources	1,957,655	1,457,000	1,346,640
Cost Allocation	<u>2,755,596</u>	<u>3,670,000</u>	<u>3,776,476</u>
	<u>\$30,589,229</u>	<u>\$31,891,869</u>	<u>\$33,554,167</u>

1995 GENERAL FUND
EXPENDITURE BUDGET COMPARISONS

	1993 Actual <u>Expenditures</u>	1994 Estimated <u>Actual</u>	1995 <u>Budget</u>
Legislative	\$ 370,564	\$ 425,938	\$ 489,752
Judicial	7,445,296	7,552,862	7,639,567
General Government	6,218,490	6,590,400	6,746,856
Public Safety	7,234,727	8,369,104	9,171,694
Public Works	52,361	59,000	59,000
Health & Welfare	646,695	617,273	628,512
Recreation & Culture	95,751	91,146	111,207
Other Functions	430,005	481,000	665,833
Debt Service	-	-	95,000
Transfers Out (Appropriations)	<u>7,566,824</u>	<u>7,673,917</u>	<u>7,946,746</u>
	<u>\$30,060,713</u>	<u>\$31,860,640</u>	<u>\$33,554,167</u>

REVENUE BUDGET SUMMARY
1995 GENERAL FUND

Account Category

Judicial (130)

131	Circuit Court	187,700
136	District Court/Probation	1,799,167
141	Friend of Court	1,456,604
148	Probate Court-Adult	143,200
149	Probate Court-Juvenile	<u>144,500</u>
	Total Judicial:	<u>3,731,171</u>

General Government (170)

191	Elections	20,000
219	Clerk-Register	1,136,266
229	Prosecuting Attorney	252,040
253	Treasurer	25,758,466
257	Cooperative Extension	5,000
275	Drain Commissioner	<u>64,200</u>
	Total General Government:	<u>27,235,972</u>

Public Safety (300)

301	Sheriff & Patrol	494,724
331	Marine Law Enforcement	103,300
351	Jail	484,000
426	Emergency Services	30,500
430	Animal Shelter	<u>191,500</u>
	Total Public Safety:	<u>1,304,024</u>

Health & Welfare (600)

685	Public Guardian	<u>80,000</u>
-----	-----------------	---------------

Recreation & Culture (750)

751	Recreation/Parks	<u>3,000</u>
-----	------------------	--------------

Transfers In - Other 1,200,000

Total General Fund Revenues And Transfers In:	<u>33,554,167</u> =====
--	----------------------------

EXPENDITURE BUDGET SUMMARY
1995 GENERAL FUND

Legislative (100)

101	Board of Commissioners	145,640
103	Legislative Activities	<u>344,112</u>
	Total Legislative:	<u>489,752</u>

Judicial (130)

131	Circuit Court	1,687,679
136	District Court	2,156,035
141	Friend of the Court	1,484,190
148	Probate Court-Adult	659,110
149	Probate Court-Juvenile	1,569,465
151	Probation-Adult	<u>83,088</u>
	Total Judicial:	<u>7,639,567</u>

General Government (170)

191	Elections	74,253
219	Clerk/Register	758,074
223	Administrator/Controller	523,075
225	Equalization	418,627
226	Personnel	162,263
229	Prosecuting Attorney	1,707,134
234	Stores-Central Supply	30,000
243	Lands & Graphics	189,775
248	Boundary Commission	200
249	Plat Board	300
253	Treasurer	393,637
257	Cooperative Extension	314,147
261	Building Authority	429,650
265	Buildings & Grounds	1,479,970
275	Drain Commissioner	258,751
296	County Motor Pool	<u>7,000</u>
	Total General Government:	<u>6,746,856</u>

EXPENDITURE BUDGET SUMMARY
1995 GENERAL FUND

Public Safety (300)

301	Sheriff & Patrol	4,823,675
331	Marine Law Enforcement	239,225
351	Jail	3,713,636
426	Emergency Services	119,091
428	Livestock Claims	500
430	Animal Shelter	<u>275,567</u>
	Total Public Safety:	<u>9,171,694</u>

Public Works (440)

445	Drains - Public Benefit	<u>59,000</u>
-----	-------------------------	---------------

Health & Welfare (600)

648	Medical Examiner	105,864
651	Ambulance - E.M.S.	224,154
681	Veterans Burial	22,000
682	Veterans Counselor	95,398
685	Public Guardian	<u>181,096</u>
	Total Health & Welfare:	<u>628,512</u>

Recreation & Culture (750)

751	Recreation/Parks	<u>111,207</u>
-----	------------------	----------------

Other Functions (850)

865	Insurance	520,000
890	Contingencies	<u>145,833</u>
	Total Other Functions:	<u>665,833</u>

Debt Service (905)

	Buildings and Grounds	<u>95,000</u>
--	-----------------------	---------------

	Total General Fund Expenditures:	25,607,421 =====
--	----------------------------------	---------------------

EXPENDITURE BUDGET SUMMARY
1995 GENERAL FUND

Transfers Out Appropriations (966)

999.001	Law Library	8,750
999.003	County Road	749,000
999.005	Health Department	1,995,134
999.006	Mental Health	883,129
999.007	Child Care-Probate	2,005,213
999.008	Child Care-Welfare	305,000
999.009	Social Services	210,440
999.010	County Library	940,668
999.011	Airport	104,200
999.012	Public Improvement	275,000
999.013	Planning Department	357,249
999.014	Office Automation	30,000
999.017	Secondary Road Patrol	22,463
999.018	Insurance Claims	50,000
999.020	Recreation Advisory Commission	10,000
	Soldiers Relief	500
	Total Transfers Out:	<u>7,946,746</u>

Total General Fund Expenditures and Transfers Out:	33,554,167 =====
---	---------------------

Total General Fund Expenditures:	25,607,421
Total General Fund Transfers Out:	<u>7,946,746</u>
	33,554,167 =====

ST. CLAIR COUNTY
1995 Budget
Changes

<u>Requests Added to Budget</u>	<u>November 15</u>	<u>November 16</u>
A. I.D.C. Appropriation	\$ 5,000	
B. County Agricultural Society	5,000	
C. Prosecutor-Part-time Help	2,218	
D. Community Corrections Grant Match		20,944
E. Friend of Court - Bank Charges		12,000
F. Elected Officials from 2% to 2½%		2,567
G. Board of Commissions from Freeze to 2½%		1,436
TOTAL REQUESTS ADDED:		49,165
<u>Items Removed from Budget</u>		
A. Law Library Appropriation	2,250	
B. Health Department Appropriation	5,000	
C. Prosecutor-Investigator	59,660	
D. Elected Officials from 3% to 2%	6,361	
E. Circuit Court Administrator Freeze at 94 level	1,649	
F. Board of Commissioners Freeze at 94 level	2,136	
G. Wage-Grade from 3% to 2½%		12,875
H. Net Fringes on Salary Adjustments		2,129
TOTAL ITEMS REMOVED:		<u>92,060</u>
Difference to go to Contingency Account		42,895
Original Proposed Contingency Account		<u>145,833</u>
Adjusted Contingency Account		188,728
<u>December 7 Added to Budget</u> - Prosecutor/Investigator		<u>- 59,660</u>
Adjusted Contingency Account		<u>\$ 129,068</u>

Revised December 7, 1994

RESOLUTION 94-58

APPROPRIATING SENIOR CITIZENS MILLAGE FUNDS
FOR 1995

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 1995 is as follows:


Catholic Social Services	43,918
Center for Human Resources	5,678
Council on Aging	1,242,643
D.A.R.E.S. - Pathway Shelter	2,179
Legal Assistance	98,939
Public Guardian	900
Public Health Department	64,344
Senior Advocates	618
Visiting Nurses Association	88,390
Commission on Aging	30,128
Area Agency on Aging 1-B	12,000
Tax Appeals	<u>12,000</u>


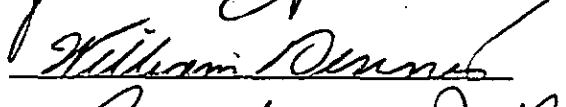

TOTAL: 1,601,737
=====

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

DATED: December 14, 1994

Reviewed and Approved by:


KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, MI 48040



COMMISSION ON AGING

County of St. Clair, Michigan

3415 28th STREET, .

/ PORT HURON, MICHIGAN 48060 / (810) 987-8922

M. E. M. O.

H. S. C. / 94-17

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

FROM: ST. CLAIR COUNTY COMMISSION ON AGING - *DWA*

DATE: 11-16-94

RE: SENIOR CITIZENS MILLAGE FUND - RECOMMENDED 1995 ALLOCATIONS

Based on review of the Agencies/Organizations' request for funds; the St. Clair County Commission On Agency, at its November 15, 1994 meeting, recommends to the St. Clair County Board of Commission approval of the 1995 Senior Citizens Millage Fund Allocations as follows:

PROJECTED AVAILABLE FUNDS AT 1-1-95 \$ 2,098,093

RECOMMENDED ALLOCATIONS:

Catholic Social Services	\$ 43,918
Center For Human Resources	5,678
Council On Aging	1,242,643
D.A.R.E.S./Pathway Shelter Home	2,179
Legal Assistance	98,939
Public Guardian	900
Public Health Dept.	64,344
Senior Advocates	618
Visiting Nurses Association	88,390
Commission On Aging	30,128
Area Agency On Aging I-B	12,000
Tax Appeals - Set Aside	<u>12,000</u>

TOTALS \$ 1,601,737 (1,601,737)

PROJECTED FUND BALANCE at 1-1-95 496,356

RECOMMENDED ACTION: Approval of Resolution #94-??; "Appropriation of Senior Citizens Millage Funds For 1995"

SENIOR CITIZENS MILLAGE FUND1995 ALLOCATIONS

Catholic Social Services Counseling	\$ 43,918
Center For Human Resources Crisis Line	5,678
Council On Aging	1,242,643
Chore Services	82,861
Foster Grandparents	33,247
Homemaker Services	275,631
Home Repair Services	99,671
Outreach Services	190,731
Programs	240,782
Transportation	165,472
Adult Day Care	18,174
Group Meals	58,067
Home-Delivered Meals	78,007
D.A.R.E.S./Pathway Shelter Home Emergency Shelter	2,179
Legal Assistance	98,939
Public Guardian	900
Public Health Dept. Personal Care	64,344
Senior Advocates Community Education	618
Visiting Nurses Association	88,390
Respite Care Services	45,340
Personal Care Services	42,050
Adult Day Care-Dietary Suppl'm't	1,000
Commission On Aging Administration/Planning	30,128
Area Agency On Aging I-B County Assessment-Match	12,000
Tax Appeals - Set Aside	<u>12,000</u>
TOTALS	1,601,737

APPROPRIATING COUNTY PARKS AND RECREATION MILLAGE FUNDS FOR 1995

WHEREAS, the citizens of St. Clair County voted approval of a special millage levy for providing funds for establishing, improving and operating County and Local parks and recreation opportunities for a period of five years; and

WHEREAS, the County Parks and Recreation Advisory Commission operates under the authority of Public Act 261 of 1965 of the Public Acts of the State of Michigan; and

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

NOW, THEREFORE, BE IT RESOLVED: That the appropriation of these parks and recreation millage funds for 1995 is as follows:

REVENUE

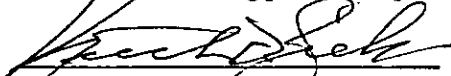
404	Current Property Tax	1,699,595	
541	Single Business Tax	35,400	
665	Interest	<u>35,000</u>	
	TOTAL REVENUE:		1,769,995
			=====

EXPENDITURES

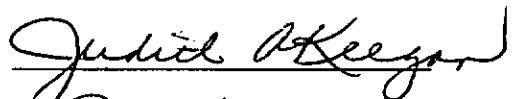
704	Salaries & Wages, Perm.	71,000	
705	Salaries & Wages, Temp.	5,600	
715	Employer's Social Security	5,900	
716	Hospitalization Insurance	10,000	
717	Life Insurance	220	
718	Retirement Contribution	9,300	
719	Dental Insurance	1,100	
721	Disability Insurance	10	
722	Unemployment Insurance	10	
723	Workers' Compensation	<u>2,300</u>	105,440
727	Office Supplies	10,000	
728	Books	<u>200</u>	10,200
801	Professional & Contractual	1,182,805	
850	Communications	1,000	
860	Travel-Mileage	200	
861	Travel-Other	600	
926	Tax Tribunal Refunds	5,000	
953	Cost Allocation	37,200	
955	Miscellaneous	<u>300</u>	1,227,105
980	Office Equipment		10,000
	Distribution to Local Units		<u>417,250</u>
	TOTAL EXPENDITURES:		1,769,995
			=====

DATED: December 14, 1994

Reviewed and Approved by:



KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, MI 48040







APPROPRIATING COUNTY LIBRARY SYSTEM OPERATION MILLAGE FUNDS
FOR 1995

WHEREAS, the citizens of St. Clair County voted approval of a special millage levy for providing operating funds for the County Library System for a period of four years; and

WHEREAS, the County Library Board operates under the authority of Public Act 138 of 1917 as last amended; and

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

NOW, THEREFORE, BE IT RESOLVED: That the appropriation of Special Millage funds for 1995 is as follows:

REVENUE

404	Current Property Taxes	1,580,000	
541	Single Business Tax	18,000	
665	Interest	<u>34,700</u>	
	TOTAL REVENUE:		1,632,700 =====

EXPENDITURES

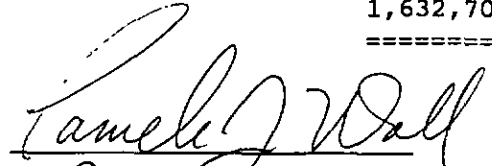
704	Salaries & Wages, Perm.	129,735	
705	Salaries & Wages, Temp.	199,160	
715	Employer's Social Security	25,161	
716	Hospital Insurance	36,000	
717	Life Insurance	1,100	
718	Retirement Contribution	22,918	
721	Disability Insurance	13	
722	Unemployment Insurance	33	
723	Workers' Compensation	<u>10,689</u>	424,809
727	Office Supplies	<u>7,060</u>	7,060
801	Professional/Contractual	430,000	
850	Communications	1,000	
861	Travel-Other	3,100	
926	Tax Tribunal Refunds	5,000	
953	Cost Allocation	73,375	
955	Miscellaneous	<u>48,791</u>	561,266
980	Office Equipment	58,000	
982	Books	420,665	
986	Audio-Visual	<u>160,900</u>	<u>639,565</u>
	TOTAL EXPENDITURES:		1,632,700 =====

DATED: December 14, 1994

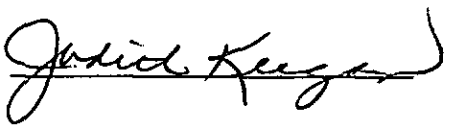
Reviewed and Approved by:



KEITH D. ZICK
County Corporation Counsel
110 Huron Boulevard
Marysville, MI 48040







APPROPRIATING DRUG TASK FORCE MILLAGE FUNDS FOR 1995

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 1995 is as follows:

REVENUE

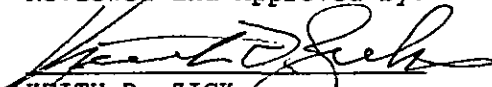
404	Current Property Taxes	964,350	
415	Personal Property Taxes	2,000	
541	Single Business Tax	20,066	
662	Forfeitures	25,000	
665	Interest	17,000	
691	Miscellaneous	<u>200</u>	
	TOTAL REVENUE:		1,028,616
			=====

EXPENDITURES

704	Salaries & Wages, Perm.	332,597	
706	Salaries & Wages, Overtime	60,000	
709	Longevity	10,904	
715	Employer's Social Security	30,868	
716	Hospital Insurance	39,700	
717	Life Insurance	880	
718	Retirement Contribution	52,455	
719	Dental Insurance	4,400	
721	Disability Insurance	40	
722	Unemployment Insurance	40	
723	Workers' Compensation	<u>13,114</u>	544,998
727	Office Supplies	10,000	
732	Operating Supplies	8,000	
741	Uniforms	<u>4,500</u>	22,500
801	Professional & Contractual	<u>94,000</u>	
813	Investigations	45,000	
850	Communications	25,000	
861	Travel-Other	25,000	
920	Utilities	22,000	
926	Tax Tribunal Refunds	3,000	
930	Repairs & Service	20,000	
940	Equipment Rental	55,000	
953	Cost Allocations	81,679	
955	Miscellaneous	100	
958	Education & Training	<u>6,000</u>	376,779
988	Other Equipment		30,000
997	Other Transfers Out		<u>146,640</u>
	TOTAL EXPENDITURES:		1,120,917
			=====

DATED: December 14, 1994

Reviewed and Approved by:


 KEITH D. ZICK
 County Corporation Counsel
 110 Huron Boulevard
 Marysville, MI 48040

