

RESOLUTIONS

- 95-1 Adopting Collective Bargaining Agreement between St. Clair and Professional Nurses Association - MNA
- 95-2 Adopting Collective Bargaining Agreement Between St. Clair and Friend of Court Employees - Seiu
- 95-3 Amending Resolution 94-37 Revising Article IV of the St. Clair EMPloyees' Retirement System Ordinance (Adding additional time to purchas credited service)
- 95-4 Approving Cooperative Reimbursement IV-D Program Agreement for the St. CLair County Prosecuting Attorney
- 95-5 Approving Cooperative Reimbursement IV-D Program for the St. CLair County Friend of the Court
- 95-6 Opposing Placement of Handling Domestic Restraining Orders (P.A. 61 of 1994) in County Clerk's Office Without Proper State Funding
- 95-7 Authorization to Institute Property Condemnation Proceedings for St. Clair County International Airport
- 95-8 Adopting and Approving the Execution of the Construction Contract For the St. Clair County International Airport
- 95-9 Annual Report - Drain Commissioner
- 95-10 Approving Application to the Department of Natural Resources and Commitment of Local Funds to Construkt a Bathroom Facility, Accessibility Improvements and Renovation and Alteration of the Roof Structure at the Community Building at the County Park in Goodells
- 95-11 Amending Resolution 89-23 Changing Name of Parks and Recreation Advisory Commission
- 95-12 Amending and Restating Rules and Regulations of St. CLair County International Airport adopted as a County Ordinance on October 13, 1970.
- 95-13 Opposing Adoption of Senate Bills 710 and 711 in their Present Form
Re: State/Local Partnership Act
- 95-14 Opposing Low-Level Radioactive Nuclear Waste Site in St. Clair County and the State of Michigan
- 95-15 Approving the 1995 County Equalization Report
- 95-16 Requesting Wittholding of Lands and Appointing Agent for Specific Performance
- 95-17 A pproval of Issuance of Additional Bonds to Finance
Water Supply System No. VII-Iran Township

RESOLUTIONS

- 95-18 Resolution Authorizing St. Clair County Water Supply System No. VII (Ira Township) Bonds, Series 1995
- 95-19 Authorizing Full Faith and Credit for Payment of a Note for the Branch #1 of Section 24 Drain
- 95-20 Petitioning the Federal Government to Establish a Department of Veterans Affairs Outpatient Clinic in Yale, Michigan
- 95-21 Resolution Authorizing Treasury Filing and Intent to Reimburse Expenditures
- 95-22 Amending Resolution 93-32 adding the 80-Rule Provision for the St. Clair County Road Commissioners' Non-Union Employees participation in the St. Clair County Employees Retirement system.
- 95-23 Adding the Modified Plan and 80-Rule Provisions for St. Clair County Road Commissioner Service Employees' International union Employees' participation in the St. Clair County employees Retirement System.
- 95-24 A Resolution of Intent to build a 70,000 square Foot County Office Building at 212 Grand River Ave., Port Huron, Michigan (Including Appropriate Parking) to provide 35,000 square feet to be leased to the Department of Social Services and authorizing the Administrator/Controller to negotiate lease term with the Michigan Department of Management and Budget
- 95-25 Adopting and Approving the Execution of the Grant Agreement by the County of St. Clair, Michigan, and the Michigan Department of Transportation, for the Purpose of Obtaining State Aid for the Development of the St. Clair County International Airport Crack Sealing Contract.
- 95-26 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-26-0080-0594 for Rehabilitation of Runway 4/22 as approved by the Department of Transportation.
- 95-25 (Judiciary Public Safety Committee)
Supporting Continuation of Michigan P.A. 511 Board Policies
- 95-27 Order and Determination Approving the Detachment of Certain Land From the City of Yale to Brockway Township, Pursuant to Petition
- 95-28 Setting a Proposed County Operating Tax Rate
- 95-29 Waiving Interest Accrued on Taxes Collected by Local Units

RESOLUTIONS

- 95-30 Relative to Annual Dain Assessments
- 95-31 Approving Contract Between the Michigan Departmnet of Social Services and the Juvenile Division of st. Clair County Probate Court.
- 95-32 Approving Title IV-D Medical Support Enforcement Contract Agreement for Friend of the Court
- 95-33 Relative to "Per Diems" for Boards and Commissions
- 95-34 Opposing Division of Local Transportation Funds for State Projects
- 95-35 Establishing Salaries os Specific Classifications subject to the Wage Grade Plan for 1996
- 95-36 Establishing Salaries of Specific County Officers for 1996
- 95-37 Distributing the 1996 County Road Appropriation
- 95-38 Regarding Marine Enforcement Program
- 95-39 Adopting 1996 Budget
- 95-40 Apportioning Taxes for 1995
- 95-41 Authorizing Full Faith and Credit for payment of a Note for the Wait Drain
- 95-42 Appropriating Senior Citizens Millage Funds for 1996
- 95--43 Appropriating Drug Task Force Millage Funds for 1996
- 95-44 Appropriating County Parks and Recreation Millage Funds for 1996
- 95-45 Appropraitng County Library System Operating Millage Funds for 1996
- 95-46 Resolution Relative to Sale By Sheriff of Unclaimed Stolen Property
- 95-47 Adopting 1996 Special Revenue, Debt Service and Other
- 95-48 Authorizing St. Clair County Water Supply System IX Burtchville Twp Bonds, Series 1996
- 95-49 Regarding Marine Division Coordinator Contract

RESOLUTION 95-49

REGARDING MARINE DIVISION COORDINATOR CONTRACT

Commissioner Acciavatti moved and Commissioner Masters supported passage of the following resolution:

WHEREAS, St. Clair County previously entered into an annual, at will employment contract with William J. Nowicki for the position of Marine Division Coordinator; and

WHEREAS, the contract is an annual agreement which may be nonrenewed by either party, with or without cause.

NOW, THEREFORE, BE IT RESOLVED that the individual employment contract of William J. Nowicki is hereby terminated effective December 31, 1995. Notice of this action shall be given to said William J. Nowicki by furnishing a copy of this resolution to him.

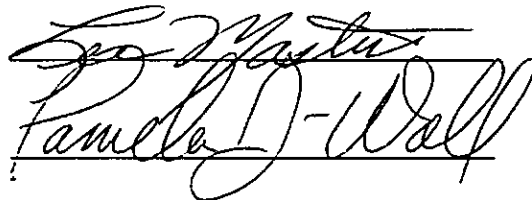
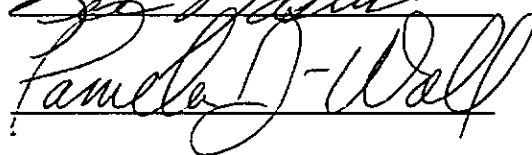
DATED: December 13, 1995

Reviewed and Approved by:



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



RESOLUTION AUTHORIZING
ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. IX
(BURTCHVILLE TOWNSHIP) BONDS, SERIES 1996

A RESOLUTION PROVIDING FOR THE ISSUANCE OF BONDS TO DEFRAY COSTS OF WATER SUPPLY SYSTEM IMPROVEMENTS; PROVIDING FOR THE PAYMENT AND SECURITY OF SAID BONDS, AND PROVIDING FOR OTHER MATTERS RELATIVE TO SAID BONDS AND THE SECURITY THEREFOR.

Minutes of a regular meeting of the Board of Commissioners of the County of St. Clair, Michigan (the "County"), held in said County on the 13th day of December, 1995, at 7:30 o'clock p.m., Eastern Standard Time.

PRESENT: Members Commissioners Accavatti, Cole, Kearns, Masters, Wall, Wisner, Keegan

ABSENT: Members None

The following preamble and resolution were offered by Member Commissioner Wisner and supported by Member Commissioner Kearns:

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

WHEREAS, pursuant to the authorization of Section 2 of the Act, a Board of Public Works (the "Board") has been appointed and

MILLER, CARFIELD, PADDOCK AND STONE, P.L.C.

is functioning as the governing body of said Department of Public Works; and

WHEREAS, the County pursuant to the Act has established the St. Clair County Water Supply System No. IX (Burtchville Township) (the "System"); and

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

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

WHEREAS, plans, specifications and estimates of cost of the Project have been prepared by Wade-Trim Inc., consulting engineers of Flint, Michigan, and have been approved by the Board; and

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

WHEREAS, the County now proposes to issue its bonds, as authorized by the Act, in anticipation of and secured primarily by

the Contractual Payments which the Local Unit has in the Contract obligated itself to provide in such amounts as may be necessary to the costs of constructing the Project, and all things necessary to the authorization and issuance of said bonds under the Act having been done, and the County being now empowered and desirous of authorizing the issuance of said bonds; and

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

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

Section 1. Pursuant to and subject to the terms and conditions of the Act, the Board of Commissioners of the County does hereby approves the making of improvements to the System for the acquisition, construction and extension of a water supply system in the district similarly named, the Project to consist of water supply lines and all necessary and related appurtenances, attachments, works, instrumentalities, rights in land and properties used or useful in connection with the operation of a water supply system in the area comprising said district, as described in the Contract.

Section 2. The plans, specifications and estimates of cost for the Project as prepared by the consulting engineers are hereby accepted and approved, and it is hereby determined to be advisable and necessary for the public health of the County to acquire, construct and complete the Project as provided in said plans and specifications.

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

Section 4. The total estimated cost of acquiring and constructing the Project, including payment of incidental expenses as specified in Section 6 of this resolution in the amount of \$6,375,000 is hereby approved and confirmed.

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

Section 6. For the purpose of defraying part of the costs of the Project, including payment of engineering, legal and financial expenses and three months capitalized interest on the bonds, there be borrowed the sum of Six Million Three Hundred Seventy-Five Thousand Dollars (\$6,375,000), and that in evidence thereof there be issued the bonds of the County in an equivalent aggregate principal amount, which bonds are sometimes hereinafter referred to in this resolution as the "bonds."

Section 7. The bonds shall be designated ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. IX (BURTCHVILLE TOWNSHIP) BONDS, SERIES 1996 (LIMITED TAX GENERAL OBLIGATION), the principal of and interest thereon to be payable primarily out of the Contractual Payments required to be paid by the Local Unit pursuant to the Contract. Said bonds shall be registered as to principal and interests of the denomination of \$5,000 or multiples of \$5,000 up to the amount of a single maturity, numbered consecutively in order of authentication from 1 upwards, dated as of February 1, 1996, callable prior to maturity as hereinafter provided, and shall be payable annually on November 1 as follows:

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<u>Year</u>	<u>Principal</u>	<u>Year</u>	<u>Principal</u>
1996	\$150,000	2006	\$350,000
1997	150,000	2007	400,000
1998	200,000	2008	400,000
1999	200,000	2009	400,000
2000	200,000	2010	425,000
2001	225,000	2011	425,000
2002	250,000	2012	425,000
2003	300,000	2013	425,000
2004	300,000	2014	425,000
2005	300,000	2015	425,000

The bonds bear interest at a rate or rates determined on sale thereof, not exceeding eight percent (8%) per annum payable on November 1, 1996, and semiannually thereafter, by check drawn on the transfer agent for the bonds and mailed to the registered owner at the registered address, as shown on the registration books of the County maintained by the transfer agent. Interest shall be payable to the registered owner of record as of the 15th day of the month prior to the payment date for each interest payment. The date of determination of registered owner for purposes of payment of interest as provided in this Section be changed by the County to conform to market practice in the future. The principal of the bonds shall be payable at such Michigan bank or trust company as shall be determined as transfer agent for the bonds by the Board, and the Board is hereby authorized to enter into all required contractual arrangements with the transfer agent.

The Bonds shall be issued in book-entry-only form through the Depository Trust Company in New York, New York ("DTC"). So long as the bonds are in the book-entry-only form, the transfer agent shall comply with the terms of the Letter of Representations to be entered into among the County, the transfer agent and DTC, which

provisions shall govern registration, notices and payment, among other things, and which provisions are incorporated herein with the same effect as if fully set forth herein. The Chairman or the Secretary of the Board is hereby authorized and directed to enter into the Letter of Representations with DTC in such form as determined by the Chairman or the Secretary of the Board, in consultation with bond counsel, to be necessary and appropriate. The transfer agent is hereby authorized and directed to also enter into the Letter of Representations with DTC as agent for the County. In the event the County determines that the continuation of the system of book-entry-only transfer through DTC (or a successor securities depository) is not in the best interest of the DTC participants, beneficial owners of the Bonds, or the County, the County will notify the transfer agent, whereupon the transfer agent will notify DTC of the availability through DTC of the bond certificates. In such event, the County shall issue and the transfer agent shall transfer and exchange bonds as requested by DTC of like principal amount, series and maturity, in authorized denominations to be identifiable beneficial owners in replacement of the beneficial interest of such beneficial owners in the bonds, as provided herein.

Section 8. The Chairman of the Board of Commissioners and the County Clerk are hereby authorized and directed to execute said bonds by means of their facsimile signatures when issued and sold for and on behalf of the County and to cause to be imprinted thereon a facsimile of the seal of the County. No bond of this series shall be valid until authenticated by an authorized officer

of the transfer agent. The Bonds shall be delivered to the transfer agent for authentication and shall then be delivered to the purchaser in accordance with instructions from the Treasurer of the County upon payment of the purchase price for the bonds in accordance with the bid therefor when accepted. Executed blank bonds for registration and issuance to transferees shall simultaneously, and from time to time thereafter as necessary, be delivered to the transfer agent for safekeeping.

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

Section 9. Said bonds and the interest thereon shall be payable primarily from the Contractual Payments received by the Board on behalf of the County, for the payment of which the Local Unit has in the Contract pledged its full faith and credit pursuant to the provisions of the Act. Pursuant to the provisions of Section 6, Article IX of the Michigan Constitution of 1963, the Local Unit has covenanted and agreed to levy taxes annually to the extent necessary to provide the funds to meet its Contractual

Payments when due in anticipation of which the bonds are issued, which taxes shall be subject to statutory and constitutional limitations. All of such Contractual Payments are hereby pledged solely and only for the payment of principal of and interest on the bonds.

Section 10. Pursuant to the authorization provided in the Act, the full faith and credit of the County is hereby pledged for the prompt payment of the principal of and interest on the bonds as the same shall become due. If for any reason there are not sufficient funds on hand from the Contractual Payments to pay the principal of and interest on the bonds when due, upon written notification by the Board to the County Treasurer of the amount of such deficiency, the County Treasurer shall promptly deposit into the debt retirement fund for said bonds the amount of such deficiency out of general funds of the County. If it becomes necessary for the County to so advance any such moneys, it shall be entitled to reimbursement from any surplus from time to time existing in the fund which said principal and interest are primarily liable, or from any other legally available source. The County recognizes and covenants that its full faith and credit pledge hereunder is a first budget obligation, and, to the extent necessary to provide funds to meet such pledge herein provided, it is obligated to levy ad valorem taxes against the taxable property in the County, which taxes, however, shall be subject to statutory and constitutional limitations.

Section 11. It shall be the duty of the Board, after the adoption of this resolution and the sale of the bonds herein

authorized, to open a special depository account with a bank or trust company to be designated by the Board to be designated DEBT RETIREMENT FUND - ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. IX (BURTCHVILLE TOWNSHIP) BONDS, SERIES 1996, sometimes referred to as the "debt retirement fund," into which account the Board shall deposit the capitalized interest and any premium and accrued interest received upon delivery of the bonds and all Contractual Payments as received, and into which account any advances made by the County pursuant to Section 10 of this resolution shall be deposited. The moneys from time to time on hand in said debt retirement fund shall be used solely and only for the payment of the principal of and interest on the bonds, or, to the extent of any surplus, to reimburse the County for any advances made pursuant to Section 10 hereof. The County shall have the right to invest moneys in the debt retirement account as provided in the Contract, which investments may be in obligations other than those of the depository bank or trust company only.

Section 12. The operation, maintenance and administration of the System and the acquisition and construction of the Project shall be under the overall jurisdiction and control of the Board as agency of the County, and the provisions in the Contract relative to such operation, maintenance and administration are hereby recognized, approved and confirmed.

Section 13. Said bonds shall be in substantially the following form:

NO. _____

UNITED STATES OF AMERICA
STATE OF MICHIGAN

COUNTY OF ST. CLAIR

ST. CLAIR COUNTY
WATER SUPPLY SYSTEM NO. IX
(BURTCHVILLE TOWNSHIP) BONDS, SERIES 1996
(LIMITED TAX GENERAL OBLIGATION)

<u>Interest</u> <u>Rate</u>	<u>Date of</u> <u>Maturity</u>	<u>Date of</u> <u>Original Issue</u>	<u>CUSIP</u>
	November 1, _____	February 1, 1996	

Registered Owner:

Principal Amount:

Dollars

The County of St. Clair, State of Michigan (the "Issuer"), for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America on the Date of Maturity specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon from the Date of Original Issue or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on November 1, 1996, and semiannually thereafter. Principal of this bond is payable at the _____ office of _____, Michigan, or such other transfer agent as the Issuer may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to any interest payment date (the "Transfer Agent"). Interest on this bond is payable to the registered owner of record as of the fifteenth (15th) day of the month preceding the payment date as shown on the registration books of the Issuer maintained by the Transfer Agent, by check or draft mailed to the registered owner at the registered address.

The bonds of this issue are payable primarily from the proceeds of contractual payments to be paid by the Township of Burtchville (the "Township"), located in the County of St. Clair, Michigan, to the Board of Public Works, acting for and on behalf of the Issuer, pursuant to a certain contract dated _____, 1995, between the Issuer and the Township, whereby said Board, on behalf of the Issuer, is to construct water supply system improvements to service the Township, said system designated as "St. Clair County Water Supply System No. IX (Burtchville Township)." By the provisions of said contract and pursuant to the authorization

provided by law, the Township has pledged its full faith and credit for the payment of its contractual payments. The Issuer has irrevocably pledged to the payment of this issue of bonds the total contractual payments, which said total payments are established in the amount required to pay the principal of and interest on the bonds of this issue when due. As additional security for the payment of the bonds of this issue, the Issuer, pursuant to the provisions of Act 185, Public Acts of Michigan, 1957, as amended, and a three-fifths (3/5) vote of the members-elect of its Board of Commissioners, has pledged its full faith and credit for the prompt payment of the principal of and interest thereon. The full faith and credit pledges of the Township and the Issuer are limited tax general obligations of each severally, and each is required to pay its respective debt service commitments on the bonds as a first budget obligation from its general funds, including the collection of any ad valorem taxes which each is authorized to levy. However, the ability of each to levy such taxes is subject to statutory and constitutional limitations.

This bond is one of a total authorized issue of bonds of even Date of Original Issue, aggregating the principal sum of \$6,375,000, issued pursuant to a resolution duly adopted by the Board of Commissioners of the Issuer on _____, 1995 (the "Resolution"), and under and in full compliance with the Constitution and statutes of the State of Michigan, including specifically Act 185, Public Acts of Michigan, 1957, as amended, for the purpose of paying costs of constructing water supply system improvements to service the Township. For a complete statement of the funds from which and the conditions under which this bond is payable, and the general covenants and provisions pursuant to which this bond is issued, reference is made to the Resolution.

Bonds of this issue maturing in the years 1997 to 2004, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds in multiples of \$5,000 of this issue maturing in the years 2005 to 2016, inclusive, shall be subject to redemption prior to maturity, at the option of the Issuer, in such order as the Issuer shall determine, on any interest payment date on or after November 1, 2004, at par and accrued interest to the date fixed for redemption, plus a premium expressed as a percentage of par, as follows:

1% of the par value of each bond or portion thereof called for redemption on or after November 1, 2004, but prior to November 1, 2006; and

1/2% of the par value of each bond or portion thereof called for redemption on or after November 1, 2006, but prior to November 1, 2008.

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

[INSERT MANDATORY REDEMPTION FOR TERM BONDS, IF APPLICABLE]

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

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

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

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

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

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

COUNTY OF ST. CLAIR

By /facsimile/
Chairman, Board of Commissioners

[SEAL]

/facsimile/
County Clerk

[FORM OF TRANSFER AGENT'S
CERTIFICATE OF AUTHENTICATION]

Certificate of Authentication

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

Transfer Agent

By _____
Authorized Signature

Date of Registration: _____

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

Section 15. The proceeds of sale of the bonds and the cash payment from the Local Unit shall be deposited in a special depository account in a bank to be designated by the Board, said account to be designated "St. Clair County Water Supply System No. IX (Burtchville Township), 1996 Construction Fund" (hereinafter referred to as the "construction fund"). The moneys from time to time in such fund shall be used solely and only to pay costs of acquiring and constructing the Project. Capitalized interest and any premium and accrued interest paid at the time of delivery of the bonds shall be deposited into the debt retirement fund established under the provisions of Section 11 of this resolution.

Section 16. The provisions of this resolution, together with the Contract, shall constitute a contract between the County and the owner or owners of the bonds from time to time, and after the issuance of such bonds, no change, variation or alteration of the provisions of this resolution and the Contract may be made which would lessen the security for the bonds. The provisions of this

resolution and the Contract shall be enforceable by appropriate proceedings taken by such owner either at law or in equity.

Section 17. The County covenants and agrees with the successive owners of the bonds that so long as any of the bonds remain outstanding and unpaid as to either principal or interest:

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

(b) The County and the Board, as the agency of the County, will apply and use the proceeds of the sale of the bonds for the purposes and in the manner required by the Contract and this resolution. The County will maintain and keep proper books of record and account relative to the application of funds for the construction of the Project and the Contractual Payments received pursuant to the Contract or monies advanced by the County. Not later than three (3) months after the end of each year, the Board shall cause to be prepared a statement, in reasonable detail, sworn to by its chief accounting officer, showing the application of the proceeds of the sale of the bonds, the cash receipts from the Contractual Payments or monies advanced by the County during such year, and the application thereof, and such other information as may be necessary to enable any taxpayer or any holder or owner of the bonds, or anyone acting in their

behalf, to be fully informed as to all matters pertaining to the construction of the Project and application of funds therefor or for the payment of bonds during such year. A certified copy of said statement shall be filed with the County Clerk and the Clerk of the Local Unit and a copy shall also be sent to the manager or managers of the account purchasing the bonds.

(c) The County will take or abstain from taking all actions required by the federal Internal Revenue Code and regulations thereunder as may be necessary to retain for the interest on the bonds the exemption from direct federal income taxation, including specifically all actions and abstention from actions as required by the Non-Arbitrage and Tax Compliance Certificate and related documents furnished in connection with the bonds.

Section 18. The Board is hereby designated, for and on behalf of the County, to (a) prepare a form of notice of sale, fix a date of sale, conduct the sale, and accept the best bid received at such sale; (b) publish such notice of sale in an authorized publication, at least seven (7) full days prior to the date fixed for sale; and (c) do all other acts and take all other necessary procedures required to effectuate the sale, issuance and delivery of the bonds, including, if appropriate, making continuing disclosure undertakings, purchase of the credit enhancements, and reducing the amount of bonds sold and/or delivered if the Board determines that the full amount thereof is not necessary to complete the Project.

Section 19. The Board of Commissioners expressly declares that the bonds shall not be designated as "qualified tax exempt obligations" for purposes of deduction of interest expense by financial institutions under the provisions of the Tax Reform Act of 1986.

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

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

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

Section 21. The Chairman or the Secretary of 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 and any waivers, if necessary.

Section 22. In accordance with the requirements of Rule 15c2-12 of the Securities and Exchange Commission, the County shall enter into the undertaking for the benefit of the holders and beneficial owners of the bonds, as more specifically set forth in Exhibit A hereto (the "Undertaking"); provided, however, that the terms of the Undertaking are subject to completion and modification prior to delivery of the bonds by an authorized officer of the Board executing the Undertaking, as such authorized officer shall deem necessary to comply with law or market requirements. After delivery of the bonds, the Undertaking may be modified or amended as provided therein. The Board is authorized to modify, complete, execute and deliver the Undertaking on behalf of the County,

Section 23. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are repealed.

Section 24. This resolution shall become effective immediately upon its passage.

AYES: Members Commissioners Cole, Kearns, Masters, Ullrich
Wisner, Keegan

NAYS: Members Commissioner Acciavatti; abstained

RESOLUTION DECLARED ADOPTED.

Maureen Quinn
County Clerk

DATED: December 13, 1995

Reviewed and Approved as to Form by:

Elwood L. Brown

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

Jon Wisner
Steph [unclear]
Joe Masters

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners of the County of St. Clair, State of Michigan, at a regular meeting held on December 13, 1995, 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, P.L.C.

EXHIBIT A

CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (the "Undertaking") is executed and delivered by the County of St. Clair, Michigan (the "County"), by and through its Department of Public Works (the "DPW"), created pursuant to Act 185, Public Acts of Michigan, 1957, as amended ("Act 185"), and authorized in Act 185 to act on behalf of the Issuer in the issuance of bonds, including the Issuer's St. Clair County Water Supply System No. IX (Burtchville Township) Bonds, Series 1996 (the "Bonds"). The Issuer covenants and agrees for the benefit of the Bondholders, as hereinafter defined, as follows:

I. THE UNDERTAKING

(a) *Definitions.* The following terms used herein shall have the following meanings:

"Audited Financial Statements" means the annual audited financial statement pertaining to the County prepared by an individual or firm of independent certified public accountants as required by Act 2, Public Acts of Michigan, 1968, as amended, which presently requires preparation in accordance with generally accepted accounting principles.

"Bondholders" shall mean the registered owner of any Bond or any person (a) with the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bond (including any person holding a Bond, through a nominee, depository or other intermediary) or (b) treated as the owner of any Bond for federal income tax purposes.

"Disclosure Representative" means the _____ [e.g. Treasurer] of the County or his or her designee, or such other officer, employee, or agent as the County shall designate from time to time in writing.

"MSRB" means the Municipal Securities Rulemaking Board.

"NRMSIR" means each nationally recognized municipal securities information repository as designated by the SEC in accordance with the Rule.

"Rule" means Rule 15c2-12 promulgated by the SEC pursuant to the Securities Exchange Act of 1934, as amended.

"SEC" means the United States Securities and Exchange Commission.

"SID" means the state information depository for the State of Michigan as designated by the SEC in accordance with the Rule.

(b) *Continuing Disclosure.* The County hereby agrees, in accordance with the provisions of the Rule, to provide or cause to be provided to each NRMSIR and to the SID for the State of Michigan ("SID"), on or before the 180th day after the end of the fiscal year of the County, the following annual financial information and operating data, commencing with the fiscal year ended December 31, 1996:

(1) Updates of the numerical financial information and operating data included in the official statement of the County relating to the Bonds (the "Official Statement") appearing in the Tables in Section B of the Official Statement as described below:

- a. History of Property Valuations - Current year state equalized valuation ("SEV") and taxable valuation;
- b. State Equalized Valuation-By Class and State Equalized Valuation-By Use - Analysis of current year SEV by class and use;
- c. Major Taxpayers - Current year major taxpayers and current year SEV thereof;
- d. Tax Rates - Current year tax rates;
- e. Tax Rate Limitations - Current year tax rate limitations;
- f. Tax Levies and Collections - Current year tax levies and collections;
- g. Debt Statement, Schedule of Bond Maturities, and Statement of Legal Debt Margin - Update as of current year; and

(2) Audited Financial Statements.

Such annual financial information and operating data described above are expected to be provided directly by the County in the following documents to be filed with each NRMSIR and the SID: the Audited Financial Statements; materials containing the updates described in (b)(1) above; and in subsequent official statements of the County filed with the MSRB.

If the fiscal year of the County is changed, the County shall send notices of such change to each NRMSIR or the MSRB, and to the SID, prior to the earlier of the ending date of the fiscal year prior to such change or the ending date of the fiscal year as changed.

(c) *Notice of Failure to Disclose.* The County agrees to provide or cause to be provided, in a timely manner, to (i) each NRMSIR or the MSRB and (ii) the SID, notice of a failure by the County to provide the annual financial information with respect to the County described in subsection (b) above on or prior to the dates set forth in subsection (b) above.

(d) *Occurrence of Events.* The County agrees to provide or cause to be provided in a timely manner to (i) each NRMSIR or the MSRB and (ii) the SID, if any, notice of the occurrence of any of the following events listed in (b)(5)(i)(C) of the Rule with respect to the Bonds, if applicable, if material:

- (1) principal and interest payment delinquencies
- (2) non-payment related defaults
- (3) unscheduled draws on debt service reserves reflecting financial difficulties
- (4) unscheduled draws on credit enhancements reflecting financial difficulties
- (5) substitution of credit or liquidity providers, or their failure to perform
- (6) adverse tax opinions or events affecting the tax-exempt status of the security
- (7) modifications to rights of security holders
- (8) bond calls
- (9) defeasances
- (10) release, substitution, or sale of property securing repayment of the securities
- (11) rating changes

(e) *Materiality Determined Under Federal Securities Laws.* The County agrees that its determination of whether any event listed in subsection (d) is material shall be made in accordance with federal securities laws.

(f) *Termination of Reporting Obligation.* The obligation of the County to provide annual financial information and notices of material events, as set forth above, shall be terminated if and when the County no longer remains an "obligated person" with respect to the Bonds within the meaning of the Rule, including upon legal defeasance of all Bonds.

(g) *Benefit of Bondholders.* The County agrees that its undertaking pursuant to the Rule set forth in this Section is intended to be for the benefit of the Bondholders

and shall be enforceable by any Bondholder; provided that, the right to enforce the provisions of this undertaking shall be limited to a right to obtain specific enforcement of the [issuer's] obligations hereunder and any failure by the County to comply with the provisions of this undertaking shall not constitute a default or an event of default with respect to the Bonds.

(h) *Amendments to the Undertaking.* Amendments may be made in the specific types of information provided or the format of the presentation of such information to the extent deemed necessary or appropriate in the judgment of the County, provided that the County agrees that any such amendment will be adopted procedurally and substantively in a manner consistent with the Rule, including any interpretations thereof by the SEC, which, to the extent applicable, are incorporated herein by reference. Such interpretations currently include the requirements that (a) the amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the County or the type of activities conducted thereby, (b) the undertaking, as amended, would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, and (c) the amendment does not materially impair the interests of Bondholders, as determined by parties unaffiliated with the County (such as independent legal counsel), but such interpretations may be changed in the future. If the accounting principles to be followed by the County in the preparing of the Audited Financial Statements are modified, the annual financial information for the year in which the change is made shall present a comparison between the financial statements as prepared on the prior basis and the statements as prepared on the new basis, and otherwise shall comply with the requirements of the Rule, in order to provide information to investors to enable them to evaluate the ability of the County to meet its obligations. A notice of the change in accounting principles shall be sent (i) to each NRMSIR or the MSRB and (ii) the SID.

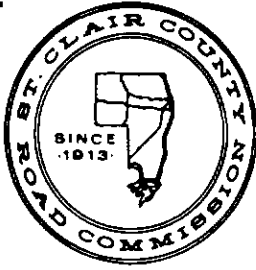
IN WITNESS WHEREOF, the Issuer has caused this Undertaking to be executed by the authorized officers of the Board of Public Works of the DPW.

COUNTY OF ST. CLAIR

By the Board of Public Works

By _____
Chairman

By _____
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: November 30, 1995

SUBJECT: Burtchville Township Water Project - WD IX
Bond Sale

Burtchville Township met on November 21st and approved the contract with the County Department of Public Works to proceed with the construction of a water supply system for their township. The cost of the project is estimated at \$6,375,000.

The Board of Public Works will be meeting on December 12th to approve the Contract and the Bond Resolution and also the Notice of Sale Resolution. We need ratification from the County Board of Commissioners to proceed. Attached are copies of the contract and resolutions that will be approved by the Board of Public Works. We will provide you with a fully executed and certified copy of all material prior to your meeting on December 13th.

Please place this item on your December 13th agenda for ratification. If you have any questions, please feel free to contact me.

sb
Encl.

cc: W/encl - Elwood Brown

RESOLUTION APPROVING BURTCHVILLE TOWNSHIP DPW CONTRACT AND BOND RESOLUTION

Board of Public Works
County of St. Clair, Michigan

Minutes of a ^{rescheduled} meeting of the Board of Public Works of the County of St. Clair, Michigan, held in said County on the 12th day of December, 1995, at _____ o'clock __.m., Eastern Standard Time.

PRESENT: Members _____

ABSENT: Members _____

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

WHEREAS, a contract (the "Contract") providing for the acquisition, construction, financing and operation of water supply system improvements (the "Project") has been negotiated with the Township of Burtchville, County of St. Clair (the "Local Unit") and presented to this Board for its approval, a copy of which Contract is attached to this resolution and made a part hereof; and

WHEREAS, the Contract has been duly approved by resolution of the legislative body of the Local Unit and duly executed by the Local Unit.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Contract between the County of St. Clair, by and through its Board of Public Works, and the Local Unit providing for the acquisition, construction, financing and operation of the Project and the bond resolution in connection therewith are hereby approved, and the Chairman of this Board is authorized and directed

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

to transmit such approval to the County Board of Commissioners with the recommendation of this Board that the Contract and bond resolution be approved and adopted for and on behalf of the County.

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

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

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

5. The Chairman and the Secretary of this Board are authorized and directed to modify, complete, execute and deliver the undertaking attached hereto as Exhibit A on behalf of the County as authorized by the County Board of Commissioners in the resolution authorizing the issuance of bonds of the County pursuant to the Contract.

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

MILLER, CAMFIELD, PADDOCK AND STONE, P.L.C.

AYES: Members _____

NAYS: Members _____

RESOLUTION DECLARED ADOPTED.

Deputy _____
Secretary, Board of Public Works

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Public Works of the County of St. Clair, Michigan, at a ^{rescheduled} meeting held on December 12, 1995 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Deputy Secretary, Board of Public Works

DEFS2\368210.1\078011-00015

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

EXHIBIT A

CONTINUING DISCLOSURE UNDERTAKING

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I. THE UNDERTAKING

(a) *Definitions.* The following terms used herein shall have the following meanings:

"Audited Financial Statements" means the annual audited financial statement pertaining to the County prepared by an individual or firm of independent certified public accountants as required by Act 2, Public Acts of Michigan, 1968, as amended, which presently requires preparation in accordance with generally accepted accounting principles.

"Bondholders" shall mean the registered owner of any Bond or any person (a) with the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bond (including any person holding a Bond, through a nominee, depository or other intermediary) or (b) treated as the owner of any Bond for federal income tax purposes.

"Disclosure Representative" means the _____ [e.g. Treasurer] of the County or his or her designee, or such other officer, employee, or agent as the County shall designate from time to time in writing.

"MSRB" means the Municipal Securities Rulemaking Board.

"NRMSIR" means each nationally recognized municipal securities information repository as designated by the SEC in accordance with the Rule.

"Rule" means Rule 15c2-12 promulgated by the SEC pursuant to the Securities Exchange Act of 1934, as amended.

"SEC" means the United States Securities and Exchange Commission.

"SID" means the state information depository for the State of Michigan as designated by the SEC in accordance with the Rule.

(b) *Continuing Disclosure.* The County hereby agrees, in accordance with the provisions of the Rule, to provide or cause to be provided to each NRMSIR and to the SID for the State of Michigan ("SID"), on or before the 180th day after the end of the fiscal year of the County, the following annual financial information and operating data, commencing with the fiscal year ended December 31, 1996:

(1) Updates of the numerical financial information and operating data included in the official statement of the County relating to the Bonds (the "Official Statement") appearing in the Tables in Section B of the Official Statement as described below:

- a. History of Property Valuations - Current year state equalized valuation ("SEV") and taxable valuation;
- b. State Equalized Valuation-By Class and State Equalized Valuation-By Use - Analysis of current year SEV by class and use;
- c. Major Taxpayers - Current year major taxpayers and current year SEV thereof;
- d. Tax Rates - Current year tax rates;
- e. Tax Rate Limitations - Current year tax rate limitations;
- f. Tax Levies and Collections - Current year tax levies and collections;
- g. Debt Statement, Schedule of Bond Maturities, and Statement of Legal Debt Margin - Update as of current year; and

(2) Audited Financial Statements.

Such annual financial information and operating data described above are expected to be provided directly by the County in the following documents to be filed with each NRMSIR and the SID: the Audited Financial Statements; materials containing the updates described in (b)(1) above; and in subsequent official statements of the County filed with the MSRB.

If the fiscal year of the County is changed, the County shall send notices of such change to each NRMSIR or the MSRB, and to the SID, prior to the earlier of the ending date of the fiscal year prior to such change or the ending date of the fiscal year as changed.

(c) *Notice of Failure to Disclose.* The County agrees to provide or cause to be provided, in a timely manner, to (i) each NRMSIR or the MSRB and (ii) the SID, notice of a failure by the County to provide the annual financial information with respect to the County described in subsection (b) above on or prior to the dates set forth in subsection (b) above.

(d) *Occurrence of Events.* The County agrees to provide or cause to be provided in a timely manner to (i) each NRMSIR or the MSRB and (ii) the SID, if any, notice of the occurrence of any of the following events listed in (b)(5)(i)(C) of the Rule with respect to the Bonds, if applicable, if material:

- (1) principal and interest payment delinquencies
- (2) non-payment related defaults
- (3) unscheduled draws on debt service reserves reflecting financial difficulties
- (4) unscheduled draws on credit enhancements reflecting financial difficulties
- (5) substitution of credit or liquidity providers, or their failure to perform
- (6) adverse tax opinions or events affecting the tax-exempt status of the security
- (7) modifications to rights of security holders
- (8) bond calls
- (9) defeasances
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- (11) rating changes

(e) *Materiality Determined Under Federal Securities Laws.* The County agrees that its determination of whether any event listed in subsection (d) is material shall be made in accordance with federal securities laws.

(f) *Termination of Reporting Obligation.* The obligation of the County to provide annual financial information and notices of material events, as set forth above, shall be terminated if and when the County no longer remains an "obligated person" with respect to the Bonds within the meaning of the Rule, including upon legal defeasance of all Bonds.

(g) *Benefit of Bondholders.* The County agrees that its undertaking pursuant to the Rule set forth in this Section is intended to be for the benefit of the Bondholders

and shall be enforceable by any Bondholder; provided that, the right to enforce the provisions of this undertaking shall be limited to a right to obtain specific enforcement of the [issuer's] obligations hereunder and any failure by the County to comply with the provisions of this undertaking shall not constitute a default or an event of default with respect to the Bonds.

(h) *Amendments to the Undertaking.* Amendments may be made in the specific types of information provided or the format of the presentation of such information to the extent deemed necessary or appropriate in the judgment of the County, provided that the County agrees that any such amendment will be adopted procedurally and substantively in a manner consistent with the Rule, including any interpretations thereof by the SEC, which, to the extent applicable, are incorporated herein by reference. Such interpretations currently include the requirements that (a) the amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the County or the type of activities conducted thereby, (b) the undertaking, as amended, would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, and (c) the amendment does not materially impair the interests of Bondholders, as determined by parties unaffiliated with the County (such as independent legal counsel), but such interpretations may be changed in the future. If the accounting principles to be followed by the County in the preparing of the Audited Financial Statements are modified, the annual financial information for the year in which the change is made shall present a comparison between the financial statements as prepared on the prior basis and the statements as prepared on the new basis, and otherwise shall comply with the requirements of the Rule, in order to provide information to investors to enable them to evaluate the ability of the County to meet its obligations. A notice of the change in accounting principles shall be sent (i) to each NRMSIR or the MSRB and (ii) the SID.

IN WITNESS WHEREOF, the Issuer has caused this Undertaking to be executed by the authorized officers of the Board of Public Works of the DPW.

COUNTY OF ST. CLAIR

By the Board of Public Works

By _____
Chairman

By _____
Secretary

ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. IX
(BURTCHVILLE TOWNSHIP) CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 1995, by and between the COUNTY OF ST. CLAIR, a Michigan county corporation (the "COUNTY"), by and through its Board of Public Works and the TOWNSHIP OF BURTCHVILLE, a Michigan public corporation located in the COUNTY (the "LOCAL UNIT").

WITNESSETH:

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

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

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

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

WHEREAS, the Act provides the most practicable and economic method and means for acquiring and financing the Project so vitally necessary for the public health and welfare of the residents of the COUNTY residing in the LOCAL UNIT to be served, and financing under the Act is expected to result in the lowest cost for the money necessary to be borrowed for such purpose; and

WHEREAS, plans and an estimate of cost for the Project have been prepared by Wade Trim, engineers of Flint, Michigan (the "Engineers"), which said estimate of cost totals \$6,375,000; and

WHEREAS, in order to issue bonds of the COUNTY to provide

funds in the amount of \$6,375,000 to pay said cost, it is necessary for the COUNTY and the LOCAL UNIT to enter into a contract, as provided in the Act; and

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

NOW, THEREFORE, in consideration of the premises and the covenants of each other, the parties hereto agree as follows:

1. The COUNTY and the LOCAL UNIT approve the acquisition and construction of the Project as a part of the St. Clair County Water Supply System No. IX (the "System") under the provisions of the Act, the Project consisting generally of the construction of water lines together with all necessary and related rights in land, appurtenances and attachments, and the Project and the area to be served thereby are more specifically set out in the plans for the Project prepared by the Engineers and referred to in the preamble hereto.

2. The LOCAL UNIT hereby consents to the use by the COUNTY of the public streets, alleys, lands and rights-of-way in the LOCAL UNIT for the purpose of constructing, operating and maintaining the Project and any improvements, enlargements and extensions thereto.

3. The Project is designed to serve the LOCAL UNIT and the users of the System and is immediately necessary to protect and preserve the public health, and the LOCAL UNIT does, by these presents, consent to the furnishing of water supply service, as provided in Section 7 hereof, to the individual users of the LOCAL UNIT. Both parties specifically agree, however, that the COUNTY shall not have the right to take over operation of the Project and serve individual customers directly, the COUNTY being limited to other remedies prescribed in this contract in the event of any default hereunder by the LOCAL UNIT.

4. The Board and the LOCAL UNIT hereby approve and confirm the plans for the Project prepared by the Engineers and the estimated cost thereof in the sum of \$6,375,000. Said estimated cost includes all surveys, plans, specifications, acquisition of property for rights-of-way, physical construction necessary to acquire and construct the Project, the acquisition of all materials, machinery and necessary equipment, and engineering, engineering supervision, administrative, legal and financing expenses necessary in connection with the acquisition and construction of the Project and the financing thereof, including bond discount.

5. The Board will acquire and construct the Project, and for that purpose has caused bids to be taken for the acquisition and construction thereof prior to the time that any bonds are issued for the purpose of financing costs thereof. The Board shall in no

event enter into any final contract or contracts for the acquisition and construction of the Project if such contract price or prices will be such as to cause the actual cost of the Project to the LOCAL UNIT to exceed the installment obligations approved in Section 9 of this contract, unless the LOCAL UNIT, by resolution of its legislative body, (a) approves said increased cost and (b) agrees to pay said increased amount, either in cash or by specifically authorizing the maximum principal amount of bonds to be issued, as provided in Sections 8 and 9 of this contract, to be increased to an amount which will provide sufficient funds to meet said increased cost and a similar increase in the installment obligations of the LOCAL UNIT pledged under the terms of this contract to the payment of such bonds.

6. The Project shall be acquired by the Board in accordance with the plans and specifications therefor approved by this contract; provided, however, that variations from said plans and specifications may be made without the approval of the LOCAL UNIT if such variation shall not materially affect such plans and specifications. All matters relating to engineering plans and specifications, together with the making and letting of final contracts for acquisition of the Project, the approval of work and materials thereunder, and construction supervision, shall be in the exclusive control of the Board. Any acquisition of rights-of-way shall be done by the LOCAL UNIT, title to be in the COUNTY's name, but the cost of such acquisition shall be paid from the proceeds of sale of the bonds.

7. The COUNTY does hereby let and lease the Project to the LOCAL UNIT, and the LOCAL UNIT does hereby rent and hire said Project from the COUNTY for a term commencing upon the completion of the Project, or any substantial part thereof, and ending upon the expiration of this contract. The LOCAL UNIT shall be responsible for the operation, maintenance and administration of the Project as a part of the System for and on behalf of and as the agency of the COUNTY for such purpose.

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

The LOCAL UNIT covenants that should it appear that additional funds will be needed to pay the expenses of operation, maintenance and administration of the System and/or debt service on the bonds when due, the LOCAL UNIT will promptly increase rates and charges for the use of all water supply system facilities of the LOCAL

UNIT, so that sufficient revenues will be available for such purposes. The COUNTY shall have the right to examine the books and records of the LOCAL UNIT relative to the System and, after conferring with the LOCAL UNIT, shall have the authority to direct the LOCAL UNIT to increase such rates and charges should it appear to the COUNTY that additional funds will be needed for such purposes.

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

The parties hereto agree that the Project shall be acquired, constructed, operated, administered and maintained for the sole use and benefit of the LOCAL UNIT and its various water supply system users, and the LOCAL UNIT shall pay all costs in connection therewith, the COUNTY remaining the titular owner of the Project only to comply with the requirements of the Act. The LOCAL UNIT shall have the exclusive right and discretion, subject only to review by the COUNTY on the basis of sound public utility operational procedure, to determine policy for the use, expansion, improvement, operation and administration of the Project.

8. To provide for the construction and financing of the Project in accordance with the provisions the Act, the Board shall take the following steps:

(a) The Board will submit to the Board of Commissioners of the COUNTY a resolution providing for the issuance of bonds in the aggregate principal amount of Six Million Three Hundred Seventy-Five Thousand Dollars (\$6,375,000), except as authorized pursuant to Section 5 of this contract, to finance a portion of the cost of the Project. Said bonds shall mature serially, as authorized by law, and shall be secured primarily by the contractual obligations of the LOCAL UNIT to pay the

annual installments due, plus interest, as hereinafter provided in this contract, and secondarily, if approved by a three-fifths (3/5) majority of the members of the Board of Commissioners, by the full faith and credit of the COUNTY. After due adoption of the resolution, the Board will take all steps necessary to effectuate the sale and delivery of the bonds.

(b) The Board shall take all steps necessary to enter into and execute final construction contracts for the acquisition and construction of the Project as specified and approved in this contract, in accordance with the plans and specifications therefor as approved by this contract. Said contract shall specify a completion date agreeable to the LOCAL UNIT.

(c) The Board will require and procure from the contractor or contractors undertaking the actual construction and acquisition of the Project necessary and proper bonds to guarantee the performance of the contract or contracts and such labor and material bonds as may be required by law, in such amount and such form as may be approved by the Board.

(d) The Board upon receipt of the proceeds of sale of the bonds will comply with all provisions and requirements provided for in the resolution authorizing the issuance of the bonds and this contract relative to the disposition and use of the proceeds of sale of the bonds.

(e) The COUNTY may temporarily invest any bond proceeds or other funds held by it for the benefit of the LOCAL UNIT as permitted by law, and investment income shall accrue to and follow the fund producing such income. Neither the COUNTY nor the LOCAL UNIT shall invest, reinvest, or accumulate any moneys deemed to be proceeds of the bonds pursuant to applicable federal law and regulations, in such a manner as to cause the bonds to be "arbitrage Bonds" within the meaning of said law and regulations.

9. The cost of the Project to be financed by the issuance of the aforesaid bonds shall be charged to and paid by the LOCAL UNIT to the Board in the manner and at the times herein set forth. The principal amount thereof (\$6,375,000) shall be paid to the Board in annual principal installments, plus interest and other expenses as hereinafter provided, on October 1st of each year, as follows:

<u>Year</u>	<u>Principal</u>	<u>Year</u>	<u>Principal</u>
1996	\$150,000	2006	\$350,000
1997	150,000	2007	400,000
1998	200,000	2008	400,000
1999	200,000	2009	400,000
2000	200,000	2010	425,000
2001	225,000	2011	425,000
2002	250,000	2012	425,000
2003	300,000	2013	425,000
2004	300,000	2014	425,000
2005	300,000	2015	425,000

It is understood and agreed that the bonds of the COUNTY hereinbefore referred to will be issued in anticipation of the above contractual obligation, with principal maturities on November 1st of each year, commencing with the year 1996, corresponding to the principal amount of the above installments, and the LOCAL UNIT shall also pay to the Board in addition to said principal installments, on April 1st and October 1st of each year, commencing April 1, 1996, as accrued interest on the principal amount remaining unpaid, an amount sufficient to pay all interest due on the next succeeding interest payment date (May 1st and November 1st, respectively) on said COUNTY bonds from time to time outstanding. From time to time as the Board is billed by the paying agent for the bonds to be issued for its services as paying/transfer agent/registrar for the bonds, and as other costs and expenses accrue to the Board from handling of the payments made by the LOCAL UNIT, or from other actions taken in connection with the Project, the Board shall promptly notify the LOCAL UNIT of the amount of such paying agent fees and other costs and expenses, and the LOCAL UNIT shall promptly remit to the Board sufficient funds to meet such fees and other costs and expenses.

Should cash payments be required from the LOCAL UNIT in addition to the amounts specified in the preceding paragraph to meet costs of constructing the Project, the LOCAL UNIT shall, upon written request by the Board, furnish to the Board written evidence of its agreement and ability to make such additional cash payments, and the Board may elect not to proceed with the acquisition or financing of the Project until such written evidence satisfactory to the Board, has been received by it. The LOCAL UNIT shall pay to the Board such additional cash payments within thirty (30) days after written request for such payment has been delivered by the Board to the LOCAL UNIT.

The Board shall, within thirty (30) days after the delivery of the COUNTY bonds hereinbefore referred to, furnish the LOCAL UNIT with a complete schedule of maturities of principal and interest thereon, and the Board shall also, at least thirty (30) days prior to each principal and/or interest installment due date, advise the

LOCAL UNIT, in writing, of the exact amount of principal and/or interest due on the COUNTY bonds on the next succeeding bond principal and/or interest due date, and payable by the LOCAL UNIT on the first day of the month immediately preceding, as hereinbefore provided. Failure of the Board to notify the LOCAL UNIT of any such payment shall not relieve the LOCAL UNIT of the obligation to make such payment.

If any principal installment or interest is not paid when due, the amount not so paid shall be subject to a penalty, in addition to interest, of one percent (1%) thereof for each month or fraction thereof that the same remains unpaid after the due date.

10. The LOCAL UNIT, pursuant to authorization of Section 12 of the Act, hereby irrevocably pledges its full faith and credit for the prompt and timely payment of its obligations pledged for bond payments as expressed in this contract. Pursuant to such pledge, if other funds are not available, the LOCAL UNIT shall be required to pay such amounts from any of its general funds as a first budget obligation and shall each year levy an ad valorem tax on all the taxable property in the LOCAL UNIT in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay such obligations under this contract becoming due before the time of the following year's tax collections, such annual levy, however, to be subject to applicable statutory and constitutional tax limitations. The foregoing commitments of the LOCAL UNIT are expressly recognized as being for the purpose of providing funds to meet the contractual obligations of the LOCAL UNIT in anticipation of which the COUNTY bonds hereinbefore referred to are issued. Nothing herein contained shall be construed to prevent the LOCAL UNIT from using any, or any combination of, the means and methods provided in paragraph 2, Section 12 of the Act for the purpose of providing funds to meet its obligations under this contract, and if at the time of making the annual tax levy there shall be other funds on hand earmarked and set aside for the payment of the contractual obligation due prior to the next tax collection period, then such annual tax levy may be reduced by such amount.

11. The LOCAL UNIT may pay in advance any of the payments required to be made by this contract, in which event the Board shall credit the LOCAL UNIT with such advance payment on future-due payments to the extent of such advance payment, or use such advances to call bonds, without credit.

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

13. In the event the LOCAL UNIT shall fail for any reason to pay to the Board at the times specified the amounts required to be paid by the provisions of this contract, the Board shall immediately give notice of such default and the amount thereof, in writing, to the LOCAL UNIT Treasurer, the Treasurer of the COUNTY, the Treasurer of the State of Michigan, and such other officials charged with disbursement to the LOCAL UNIT of funds returned by the State and now or hereafter under the Act available for pledge as provided in this paragraph and in Section 17 of the Act, and if such default is not corrected within ten (10) days after such notification, the State Treasurer, or other appropriate official charged with disbursement to the LOCAL UNIT of the aforesaid funds, is, by these presents, specifically authorized by the LOCAL UNIT, to the extent permitted by law, to withhold from the aforesaid funds the maximum amount necessary to cure said deficit and to pay said sums so withheld to the Board, to apply on the obligations of the LOCAL UNIT as herein set forth. Any such moneys so withheld and paid shall be considered to have been paid to the LOCAL UNIT within the meaning of the Michigan Constitution and statutes, the purpose of this provision being to voluntarily pledge and authorize the use of said funds owing to the LOCAL UNIT to meet any past-due obligations of the LOCAL UNIT due under the provisions of this contract. In addition to the foregoing, the Board shall have all other rights and remedies provided by law to enforce the obligations of the LOCAL UNIT to make its payments in the manner and at the times required by this contract, including the right of the COUNTY to direct the LOCAL UNIT to make a tax levy or rate increase to reimburse the COUNTY for any funds advanced. The LOCAL UNIT will not take any action to reduce the right of the COUNTY to receive the aforesaid state-returned moneys in the event of default.

14. It is specifically recognized by the LOCAL UNIT that the debt service payments required to be made by it pursuant to the terms of Section 9 of this contract are to be pledged for and used to pay the principal of and interest on the bonds to be issued by the COUNTY, as provided by this contract and authorized by law, and the LOCAL UNIT covenants and agrees that it will make all required payments to the Board promptly and at the times specified herein without regard to whether the Project is actually completed or placed in operation.

15. If after construction bids are let the proceeds of the sale of the bonds to be issued by the COUNTY are for any reason insufficient to complete the Project, the COUNTY shall be automatically authorized to issue additional bonds in an aggregate principal amount sufficient to complete the Project, and the annual payments required to be made by the LOCAL UNIT shall also be increased in an amount so that the total payments required to be made as increased will be sufficient to meet the annual principal and interest requirements on the bonds herein authorized, plus the additional bonds to be issued. Any such additional bonds shall in all respects comply with the requirements of the Act, and any increases in the annual payments shall be made in the manner and at

the times specified in this contract. In lieu of said additional bonds, the LOCAL UNIT may pay over to the Board in cash sufficient money to complete the Project.

If after construction bids are let and prior to sale of the bonds, it is determined by the Board that the full amount of the bonds is not necessary to complete the Project, then the COUNTY, acting through the Board shall be automatically authorized to reduce the amount of bonds sold.

16. After completion of the Project and payment of all costs thereof, any surplus remaining from the proceeds of sale of the bonds shall be used by the Board for either of the following purposes, at the option of and upon request made by resolution of the LOCAL UNIT, to wit: (a) for additional water supply improvements in the System, or (b) credited by the Board toward the next payments due the Board by the LOCAL UNIT hereunder.

17. The obligations and undertakings of each of the parties to this contract shall be conditioned on the successful issuance and sale of bonds pursuant to the Act, and if for any reason whatsoever said bonds are not issued and sold within three (3) years from the date of this contract, this contract, except for payment of preliminary expenses and ownership of engineering data, shall be considered void and of no force and effect. In the event that said bonds are not issued and sold, all preliminary legal and engineering costs shall be paid by the LOCAL UNIT, and the LOCAL UNIT shall have ownership, possession and use of all plans and specifications, surveys and other engineering data and materials prepared.

18. The Board and the LOCAL UNIT each recognize that the holders from time to time of the bonds issued by the COUNTY under the provisions of the Act to finance a portion of the costs of the Project will have contractual rights in this contract, and it is therefore covenanted and agreed by each of them that so long as any of said bonds shall remain outstanding and unpaid, the provisions of this contract shall not be subject to any alteration or revision which would in any manner materially affect either the security of the bonds or the prompt payment of principal or interest thereon. The LOCAL UNIT and the Board further covenant and agree that they will each comply with their respective duties and obligations under the terms of this contract promptly at the times and in manner herein set forth, and will not suffer to be done any act which would in any way impair the said bonds, the security therefor, or the prompt payment of principal and interest thereon. It is hereby declared that the terms of this contract, insofar as they pertain to the security of any such bonds, shall be deemed to be for the benefit of the holders of said bonds.

19. This contract shall remain in full force and effect for a period of forty (40) years from the date hereof, or until such time as all bonds issued by the COUNTY to finance the Project are paid in full. At such time within said forty-year term as all of

said bonds are paid, this contract shall be terminated and ownership of the Project shall revert to the LOCAL UNIT, unless at that time there are other COUNTY bonds outstanding relative to the System or there are other contractual arrangements between the LOCAL UNIT and COUNTY. In any event, the obligations of the LOCAL UNIT to make payments required by Section 9 of this contract shall be terminated at such time as all of said bonds are paid in full, together with any deficiency or penalty thereon.

20. The parties hereto hereby expressly agree that the COUNTY shall not be liable for and the LOCAL UNIT shall pay, indemnify and save the COUNTY harmless of, from and against all liability of any nature whatever regardless of the nature in which such liability may arise, for any and all claims, actions, demands, expenses, damages, and losses of every conceivable kind, whatsoever (including, but not limited to, liability for injuries to or death of persons and damages to or loss of property) asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with ownership, acquisition, construction, operation, maintenance and repair of the Project, this contract, or the issuance, sale and delivery of the bonds herein described. It is the intent of the parties that the COUNTY be held harmless by the LOCAL UNIT from liability for such claim, actions, demands, expenses, damages and losses, however caused or however arising including, but not limited to, to the extent prohibited by law, such claims, actions, demands, expenses, damages and losses even though caused, occasioned or contributed to by negligence, sole or concurrent, of the COUNTY or by negligence for which the COUNTY may be held liable. In any action or proceeding brought about by reason of any such claim or demand, the LOCAL UNIT will also pay, indemnify and save the COUNTY harmless from and against, all costs, reasonable attorneys' fees, and disbursements of any kind or nature incidental to or incurred in said defense, and will likewise pay all sums required to be paid by reason of said claims, demands or any of them, in the event it is determined that there is any liability on the part of the COUNTY. Upon the entry of any final judgment by a court of competent jurisdiction or a final award by an arbitration panel against the COUNTY on any claim, action, demand, expense, damage or loss contemplated by this Section and notwithstanding that the COUNTY has not paid the same, the LOCAL UNIT shall be obligated to pay to the COUNTY upon written demand therefor, the amount thereof not more than sixty (60) days after such demand is made. In the event that any action or proceeding is brought against the COUNTY by reason of any such claims or demands, whether said claims or demands are groundless or not, the LOCAL UNIT shall upon written notice and demand from the COUNTY, resist and defend such action or proceeding in behalf of the COUNTY but will not settle any such action in the proceeding without written consent of the COUNTY. Notwithstanding the foregoing, nothing contained in this Section shall be construed to indemnify or release the COUNTY against or from any liability which it would otherwise have arising from the wrongful or negligent actions or failure to act on the part of the COUNTY'S employees, agents or representatives with

respect to matters not related to the ownership, acquisition, construction, operation, maintenance or repair of the Project, this contract or the issuance, sale or delivery of the bonds herein described.

The COUNTY will require or procure from the contractor or contractors undertaking the actual construction of the Project insurance protecting both the LOCAL UNIT and the COUNTY (including the Board) from liability in connection with such construction. The cost of such insurance shall be considered to be a part of the cost of the Project.

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

22. This contract shall become effective upon approval by the legislative body of the LOCAL UNIT, by the Board of Public Works of the COUNTY and by the Board of Commissioners of the COUNTY, and when duly executed by the Chief Executive Officer and Clerk of the LOCAL UNIT and by the Chairman and Secretary of the Board of Public Works for and on behalf of the COUNTY. This contract may be executed in several counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date and year first above written.

COUNTY OF ST. CLAIR
By the Board of Public Works

By _____
Chairman

By _____
Secretary

TOWNSHIP OF BURTCHVILLE

By Amos M. Brown
Supervisor

By Robert Lockwood
Township Clerk

DEPS2\368364.1\078011-00015

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

\$6,375,000 ST. CLAIR COUNTY
WATER SUPPLY SYSTEM NO. IX
(BURTCHVILLE TOWNSHIP) BONDS, SERIES 1996

NOTICE OF SALE RESOLUTION

Board of Public Works
County of St. Clair, Michigan

Minutes of a ^{rescheduled} meeting of the Board of Public Works (the "Board") of the County of St. Clair, Michigan (the "County"), held in the County on the 12th day of December 1995, at _____ o'clock __.m., Eastern Standard Time.

PRESENT: Members _____

ABSENT: Members _____

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

WHEREAS, by resolution to be adopted shortly by the Board of Commissioners of the County, there will be authorized to be issued St. Clair County Water Supply System No. IX (Burtchville Township) Bonds, Series 1996 in the principal amount of \$6,375,000 to be dated as of February 1, 1996; and

WHEREAS, said resolution authorizes the Board, on behalf of the County, to (a) prepare form of notice of sale, fix a sale date, conduct the sale, and accept the best bid received at such sale; (b) publish such notice of sale in an authorized publication at least seven (7) full days prior to the date fixed for sale; and (c) do all other acts and take all other necessary procedures required to effectuate the sale, issuance and delivery of the bonds;

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

NOW, THEREFORE, BE IT RESOLVED:

1. That after receipt of Treasury Department approval, notice of sale of said bonds shall be published in the manner directed by the County Board of Commissioners, in the Detroit Legal News, Detroit, Michigan, and the Secretary of the Board is hereby directed to cause notice of sale to be published in the manner provided above.

2. That the notice of sale for said bonds shall be in substantially the following form:

OFFICIAL NOTICE OF SALE

\$6,375,000

COUNTY OF ST. CLAIR, STATE OF MICHIGAN
ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. IX
(BURTCHVILLE TOWNSHIP) BONDS, SERIES 1996

SEALED BIDS for purchase of the above bonds will be received at the St. Clair County Department of Public Works office, 21 Airport Drive, St. Clair, Michigan 48079, on _____, the ___th day of _____, 1996, until _____ o'clock ____m., Eastern Standard Time, at which time and place said bids will be publicly opened and read. Sealed bids will also be received on the same date and until the same time by an agent of the undersigned at the offices of Bendzinski & Co., Municipal Finance Advisors, One Kennedy Square, Suite 2130, Detroit, Michigan 48226, when, simultaneously, the bids will be opened and read. The bonds will be awarded to the successful bidder later the same day.

BOND DETAILS: Said bonds will be registered bonds of the denomination of \$5,000 or multiples thereof up to the amount of a single maturity, dated February 1, 1996, numbered in order of registration and will bear interest from their date payable on November 1, 1996, and semiannually thereafter.

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

<u>Year</u>	<u>Principal</u>	<u>Year</u>	<u>Principal</u>
1996	\$150,000	2006	\$350,000
1997	150,000	2007	400,000
1998	200,000	2008	400,000
1999	200,000	2009	400,000
2000	200,000	2010	425,000
2001	225,000	2011	425,000
2002	250,000	2012	425,000
2003	300,000	2013	425,000
2004	300,000	2014	425,000
2005	300,000	2015	425,000

INTEREST RATE AND BIDDING DETAILS: The bonds shall bear interest at a rate or rates not exceeding 8% per annum, to be fixed by the bids therefor, expressed in multiples of 1/8 or 1/20 of 1%, or both. The interest on any one bond shall be at one rate only. All bonds maturing in any one year must carry the same interest rate. The difference between the highest and lowest interest rate on the bonds shall not exceed three percent (3%). No proposal for the purchase of less than all of the bonds or at a price less than 98.5% of their par value will be considered.

TRANSFER AGENT AND REGISTRATION: Principal and interest shall be

payable at a bank or trust company located in Michigan and qualified to act as transfer agent designated by the Board of Public Works of the County, or such other transfer agent as the Board may hereafter designate by notice mailed to the registered owner not less than 60 days prior to any interest payment date. Interest shall be paid by check mailed to the registered owner as shown by the registration books of the County on the 15th day of the month prior to any interest payment date. The bonds will be transferable only upon the registration books of the County kept by the transfer agent.

TERM BOND OPTION: Bidders shall have the option of designating bonds maturing in the years 2005 and thereafter, as serial bonds or term bonds, or both. The bid must designate whether each of the principal amounts shown above for the years 2005 and thereafter, represents a serial maturity or a mandatory redemption requirement at par for a term bond maturity. A bidder may designate more than one term bond maturity.

BOOK-ENTRY-ONLY: The bonds will be issued in book-entry-only form as one fully registered bond per maturity and will be registered in the name of Cede & Co., as bondholder and nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the bonds. Purchase of the bonds will be made in book-entry-only form, in the denomination of \$5,000 or any multiple thereof. Purchasers will not receive certificates representing their interest in bonds purchased. The book-entry-only system is described further in the preliminary official statement for the bonds.

PRIOR REDEMPTION: Bonds maturing in the years 1997 to 2004, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds in multiples of \$5,000 maturing in the years 2005 to 2016, inclusive, shall be subject to redemption prior to maturity, at the option of the County, in such order as the County shall determine, on any interest payment date on or after November 1, 2004, at par and accrued interest to the date fixed for redemption, plus a premium expressed as a percentage of par, as follows:

1% of the par value of each bond or portion thereof called for redemption on or after November 1, 2004, but prior to November 1, 2006; and

1/2% of the par value of each bond or portion thereof called for redemption on or after November 1, 2006, but prior to November 1, 2008.

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

In case less than the full amount of an outstanding bond is called for redemption, the transfer agent, upon presentation of the bond called for redemption, shall register, authenticate and

deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

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

PURPOSE AND SECURITY: The bonds are to be issued under the provisions of Act 185, Public Acts of Michigan, 1957, as amended, and pursuant to resolution duly adopted by the Board of Commissioners of the County of St. Clair for the purpose of paying costs of construction of water supply system improvements to service the Township of Burtchville.

The bonds are issued in anticipation of, and are payable primarily from, certain specified contractual payments to be paid by the Township to the Board of Public Works, acting for and on behalf of the County, pursuant to a certain contract between said governmental units, whereby said Board, on behalf of the County, is to construct the aforesaid improvements. By the provisions of said contract and pursuant to the authorization provided by law, the Township has pledged its limited tax full faith and credit for the payment of the contractual obligations. The County has irrevocably pledged to the payment of said bonds the total contractual payments, which payments are payable at such times and are established in such amounts as are required to pay the entire principal of and interest on the bonds promptly when due.

As additional security for the payment of the bonds and the interest thereon, the County, as authorized by law, has pledged its full faith and credit for the prompt and timely payment thereof, should Township contractual payments prove insufficient for any reason.

The full faith and credit pledges of the Township and the County are a limited tax general obligation of each, and the Township and the County are required to pay their respective debt service commitments on the bonds as a first budget obligation from their respective general funds, including the collections of any ad valorem taxes which each is authorized to levy. However, the ability of the Township and the County to levy such taxes is subject to statutory and constitutional limitations.

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

GOOD FAITH: A certified or cashier's check drawn upon an incorporated bank or trust company or a financial surety bond, in the amount of \$63,750, and payable to the order of the Treasurer of the County is required for each bid as a guaranty of good faith on the part of the bidder, to be forfeited as liquidated damages if such bid be accepted and the bidder fails to take up and pay for the bonds. If a check is used, it must accompany the bid. If a Financial Surety Bond is used, it must be from an insurance company licensed to issue such a bond in the State of Michigan and such Financial Surety Bond must be submitted to the County's financial advisor, Bendzinski & Co., Municipal Finance Advisors, at least one hour prior to the opening of the bids. The Financial Surety Bond must identify each bidder whose good faith deposit is guaranteed by such Financial Surety Bond. If the bonds are awarded to a bidder utilizing a Financial Surety Bond, then the purchaser is required to submit its good faith deposit to the County or its financial advisor in the form of a cashier's check (or wire transfer such amount as instructed by the Issuer or its financial advisor) not later than Twelve o'clock, Noon, prevailing Eastern Time, on the next business day following the award. If such good faith deposit is not received by that time, the Financial Surety Bond may be drawn by the County to satisfy the good faith deposit requirement. The good faith deposit will be applied to the purchase price of the bonds. In the event the purchaser of the bonds fails to honor its accepted bid, the good faith deposit will be retained by the Issuer. No interest shall be allowed on the good faith checks, and checks of the unsuccessful bidders will be promptly returned to each bidder's representative or by overnight mail. The good faith check of the successful bidder may be immediately cashed, in which event payment for the balance of the purchase price of the bonds shall be made at the closing.

AWARD OF BONDS: The bonds will be awarded to the bidder whose bid produces the lowest interest cost computed by determining, at the rate or rates specified in the bid, the total dollar value of all interest on the bonds from _____ 1, 1996, to their maturity and deducting therefrom any premium or adding thereto any discount.

LEGAL OPINION: Bids shall be conditioned upon the approving opinion of Miller, Canfield, Paddock and Stone, P.L.C., attorneys of Detroit, Michigan, a copy of which opinion will be printed on the reverse side of each bond, and the original of which will be furnished without expense to the purchaser of the bonds at the delivery thereof. The fees of Miller, Canfield, Paddock and Stone, P.L.C., for services rendered in connection with such approving opinion are expected to be paid from bond proceeds. Except to the extent necessary to issue their approving opinion as to validity of the above bonds, Miller, Canfield, Paddock and Stone, P.L.C., has made no inquiry as to any financial information, statements or materials contained in any financial documents, statements or materials that have been or may be furnished in connection with the authorization, issuance or marketing of the bonds, and accordingly will not express any opinion with respect to the accuracy or completeness of any such financial information, statements or

materials.

MICHIGAN PROPERTY TAX REFORM: On March 15, 1994, the electors of the State of Michigan voted to amend the State Constitution to increase the state sales tax from 4% to 6% and to place a yearly cap on property value assessment increases. The State is levying a property tax to finance education and imposing a higher real estate transfer tax on the sale of real property. Two separate bills have been introduced in the Michigan House of Representatives which, if enacted, could, depending on the version enacted, result in either immediate or phased-in exemption of all or some of the personal property located in the jurisdictional boundaries of the County, without making provision for replacement of lost revenues to the County. While the ultimate nature, extent and impact of the constitutional amendment, the accompanying legislation and of other tax and revenue measures which are still to be adopted cannot currently be predicted, purchasers of the bonds offered herein should be alert to the potential effect of such measures upon the bonds, the security therefor, and the operations of the County.

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

ISSUE PRICE CERTIFICATE: The successful bidder will be required as a condition of the bid to furnish, prior to the delivery of the bonds, a certificate in a form acceptable to bond counsel as to the "issue price" of the bonds within the meaning of Section 1273 of the Internal Revenue Code of 1986, as amended (the "Code").

CONTINUING DISCLOSURE: As described more fully in the Official Statement, the County and the Township will agree to provide or cause to be provided, in accordance with the requirements of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission, (i) on or prior to the 180th day after the end of the fiscal year of the County and the Township, commencing with the County's fiscal year ended December 31, 1996 and the Township's fiscal year ended March 31, 1996, certain annual financial information and operating data, including audited financial statements for the preceding fiscal year, generally consistent with the information contained or cross-referenced in the Official Statement relating to the Bonds, (ii) timely notice of the occurrence of certain material events with respect to the Bonds and (iii) timely notice of a failure by the County or the Township to provide the required annual financial information on or before the date specified in (i) above.

OFFICIAL STATEMENT: Bendzinski & Co., Municipal Finance Advisors, as financial advisor to the City will provide the winning bidder with 100 final Official Statements within seven (7) business days from the date of sale to permit the purchaser to comply with the

Rule. Additional copies of the Official Statement will be supplied by Bendzinski & Co. upon request and agreement by the purchaser to pay the cost of additional copies. Request for additional copies should be made to Bendzinski & Co. within 24 hours of the date of sale.

DELIVERY OF BONDS: The County will furnish bonds ready for execution at its expense. Bonds will be delivered without expense to the purchaser to DTC in New York, New York. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the bonds will be delivered at the time of the delivery of the bonds. If the bonds are not tendered for delivery by twelve o'clock noon, prevailing Eastern Time, on the 45th day following the date of sale, or the first business day thereafter if said 45th day is not a business day, the successful bidder may on that day, or any time thereafter until delivery of the bonds, withdraw its proposal by serving notice of cancellation, in writing, on the undersigned in which event the County shall promptly return the good faith deposit. Payment for the bonds shall be made in Federal Reserve Funds. Accrued interest to the date of delivery of the bonds shall be paid by the purchaser at the time of delivery.

CUSIP NUMBERS: It is anticipated that CUSIP identification numbers will be printed on said bonds, but neither the failure to print such numbers on any bonds nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for said bonds in accordance with terms of the purchase contract. All expenses in relation to the printing of CUSIP numbers on said bonds shall be paid for by the County; provided, however, that the CUSIP Service Bureau charge for the assignment of said numbers shall be the responsibility of and shall be paid for by the purchaser.

ADDITIONAL INFORMATION: Further information with respect to the bonds may be obtained from Bendzinski & Co., Municipal Finance Advisors, Suite 2130, One Kennedy Square, Detroit, Michigan 48226-3322. Telephone (313) 961-8222.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.

ENVELOPES containing the bids should be plainly marked "Proposal for St. Clair County Water Treatment System No. IX (Burtchville Township) Bonds, Series 1996."

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

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

AYES: Members _____

NAYS: Members _____

RESOLUTION DECLARED ADOPTED.

Deputy Secretary, Board of Public Works

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Public Works of the County of St. Clair, State of Michigan, at a ^{rescheduled} meeting held on December 12, 1995, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Deputy Secretary, Board of Public Works

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

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RESOLUTION APPROVING DPW CONTRACT

Township of Burtchville
County of St. Clair, Michigan

Minutes of a Regular Meeting of the Township Board of the Township of Burtchville, County of St. Clair, Michigan (the "Local Unit"), held in the Township Hall on the 21st day of November, 1995 at 7:30 o'clock p.m., Eastern Standard Time.

PRESENT: James Brown Lee Cooper Bill Wilton
Rose Brown Robert Lockwood

ABSENT: None

The following preamble and resolution offered by Rose Brown and supported by Lee Cooper:

WHEREAS, the Local Unit has requested the Department of Public Works of the County of St. Clair (the "DPW") to take the necessary steps under the provisions of Act 185, Public Acts of Michigan, 1957, as amended, to construct and finance certain water supply system improvements, additions and appurtenances (the "Project") to service the Local Unit; and

WHEREAS, the DPW and the Local Unit have negotiated a contract (the "Contract") providing for the acquisition, operation and financing of the Project, by the terms of which Contract the Local Unit is obligated to pay that portion of the cost of the Project to be financed to the County in installments as therein provided, a copy of which Contract is attached to this resolution and incorporated herein by reference; and

WHEREAS, the Project as described in the Contract is immediately necessary to protect and preserve the public health.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Contract between the County of St. Clair, by and through its DPW, and the Local Unit providing for the acquisition, operation and financing of the Project is hereby approved, and the Supervisor and Clerk of the Local Unit are authorized and directed to execute the Contract for and on behalf of the Local Unit.

2. The total estimated cost of the Project as submitted by the consulting engineers in the amount of \$6,375,000 and the costs to be financed by the issuance of bonds in the amount of \$6,375,000 are hereby approved.

3. The Local Unit does hereby ratify and confirm its covenant in the Contract to levy ad valorem taxes against all taxable property in the Local Unit to the extent necessary to meet the obligations of the Local Unit thereunder and does further indicate its purpose and intent to make such a levy as necessary to meet such obligations, such levy, if necessary, to be within statutory and constitutional limitations.

4. The Contract shall become binding and effective upon the approval thereof by resolution of the Board of Commissioners of the County and execution thereof for the County by the DPW.

5. The Township Supervisor or Township Clerk is authorized to notify the Michigan Department of Treasury of the Local Unit's intent to pledge its full faith and credit to the bonds to be issued by the County and to request an order approving the issuance and sale of the bonds and any related waivers, if necessary.

6. The Local Unit will take or abstain from taking all actions required by the federal Internal Revenue Code and the regulations thereunder as may be necessary to retain for the interest on the bonds issued pursuant to the Contract the exemption from direct federal income taxation.

7. 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 James Brown, Robert Lockwood, Lee Cooper,
William Wilton, Rose Brown

NAYS: Members None

RESOLUTION DECLARED ADOPTED.

Robert Lockwood
Township Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the Township Board of the Township of Burtchville, County of St. Clair, Michigan, at a Regular Meeting held on November 21, 1995, 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.

Robert Lockwood
Township Clerk

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

DEFS2\368211.1\078011-00015

RESOLUTION 95-47

ADOPTING 1996 SPECIAL REVENUE, DEBT SERVICE AND OTHER
SPECIFIC FUNDS BUDGETS AND AMENDING THE 1995 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 1996 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 1996 budget - 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 governmental 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 1995 budget revenues and expenditures totals should be amended as recommended in Attached Exhibit "C".

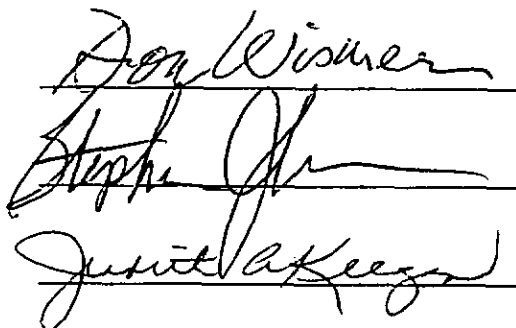
NOW, THEREFORE, BE IT RESOLVED, that the above recommended 1996 Special Revenue, Debt Service and other Specific Funds Budgets be adopted and 1995 General Fund, Special Revenue and Debt Service Funds be amended as recommended, in compliance with State of Michigan Public Act 621 of 1978, which amends P.A. 2 of 1968, entitled "The Uniform Budgeting and Accounting Act."

DATED: December 13, 1995

Reviewed and Approved by:



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



Special Revenue Funds - 1996 Budgets

	Friend of Court-Med. Grant	Friend of Court Act 294	Health Department	Mental Health	Family Counseling	County Planning	Public Improv.	Resource Recovery	Community Corrections	Liquor Tax	Barr House	Revenues	
Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-
Licenses & Permits	-	-	196,490	-	16,000	-	-	-	-	-	-	-	-
Intergovernmental-Federal	-	-	387,188	1,442,796	-	-	-	-	35,000	-	-	-	-
-State	68,225	336,522	3,906,164	9,479,322	-	-	-	-	256,000	203,354	-	-	-
-Other	-	-	-	29,906	-	-	-	-	-	-	-	-	-
Charges for Services	-	18,000	633,903	15,017,276	-	88,300	-	110,000	-	-	-	213,674	-
Fines & Forfeits	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest & Rents	-	20,000	-	1,350	-	-	-	-	-	-	-	-	-
Other Revenues	-	-	49,400	-	-	-	-	4,000	-	-	-	-	-
	68,225	374,522	5,173,145	25,970,650	16,000	88,300	-	114,000	291,000	203,354	-	213,674	-
Expenditures													
Current													
Judicial	68,225	351,478	-	-	-	-	-	-	-	-	-	-	-
General Government	-	-	-	-	-	-	10,000	76,360	-	-	-	-	-
Public Safety	-	-	-	-	-	447,402	-	-	291,000	-	-	-	-
Public Works	-	-	-	-	-	-	-	-	-	-	-	-	-
Health & Welfare	-	-	7,261,624	26,796,449	16,000	-	-	-	-	203,354	-	213,674	-
Recreation & Culture	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Outlay	-	13,000	71,365	25,000	-	1,000	165,000	1,000	-	-	-	-	-
	68,225	364,478	7,332,989	26,821,449	16,000	448,402	175,000	77,360	291,000	203,354	-	213,674	-
Other Financing Sources(Uses)													
Operating Transfers In-	-	-	-	-	-	-	-	-	-	-	-	-	-
County Appropriation	-	-	2,075,824	905,207	-	360,102	175,000	-	-	-	-	-	-
Other	-	-	-	-	-	(30,000)	-	-	-	-	-	-	-
Operating Transf.Out	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	2,075,824	905,207	-	330,102	175,000	-	-	-	-	-	-
Excess of Budgeted Revenues and Other Sources Over(Under) Budgeted Expenditures & Other Uses													
	-	10,044	(84,020)	54,408	-	(30,000)	-	36,640	-	-	-	-	-
	-	730,518	1,099,041	2,468,542	55,466	91,790	592,753	6,592	-	116,253	-	8,408	-
Estimated Fund Balance at Beginning of Year													
	-	740,562	1,015,021	2,522,950	55,466	61,790	592,753	43,232	-	116,253	-	8,408	-

	Senior		Drug		Insurance		Second.		Law		County		E.M.S.		Hazardous		
	Office	Citizens	Task	Road	Claims	Patrol	Library	Library	Computer	Materials	Library	Parke	Millage	Grant	Handling	Millage	
Autocation	Millage	Force	Patrol	Library	Library	Library	Library	Library	Library	Library	Library	Library	Library	Library	Library	Library	
Revenues																	
Taxes	-	1,591,009	963,588	-	-	-	-	-	-	-	-	-	-	-	-	1,694,728	1,694,728
License & Permits	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Intergovernmental - Federal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
- State	-	34,100	20,609	100,000	-	-	130,122	15,000	10,000	36,323	93,000	-	-	-	-	-	-
- Other	-	-	-	-	-	-	15,600	-	-	-	-	-	-	-	-	-	-
Charges for Services	-	-	-	-	-	-	1,000	-	-	-	-	-	-	-	-	-	3,000
Fines & Forfeits	-	-	25,000	-	-	-	6,500	548,000	-	-	-	-	-	-	-	-	-
Interest & Rents	-	15,000	25,000	-	-	-	20,500	-	-	34,700	47,600	-	-	-	-	-	-
Other Revenues	-	-	100	-	10,000	-	8,000	1,700	-	-	-	-	-	-	-	-	-
	-	1,640,109	1,034,297	100,000	10,000	15,500	811,522	16,000	10,000	1,765,751	1,838,328	-	-	-	-	-	-
Expenditures																	
Current																	
Judicial	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
General Government	2,000	-	-	-	50,000	-	-	-	-	-	-	-	-	-	-	-	-
Public Safety	-	-	885,048	150,809	-	22,000	-	16,000	2,000	-	-	-	-	-	-	-	-
Public Works	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Health & Welfare	-	1,649,528	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Recreation & Culture	-	-	-	-	-	-	1,706,134	-	-	745,515	861,028	-	-	-	-	-	-
Capital Outlay	28,000	-	30,000	-	-	-	111,500	-	8,000	1,022,236	2,000,000	-	-	-	-	-	-
	30,000	1,649,528	915,048	150,809	50,000	22,000	1,817,634	16,000	10,000	1,767,751	2,861,028	-	-	-	-	-	-
Other Financing Sources(Uses)																	
Operating Transfers In-																	
County Appropriation	30,000	-	-	50,809	30,000	6,500	970,000	-	-	-	111,207	-	-	-	-	-	-
Other	-	-	(162,059)	-	-	-	(20,000)	-	-	-	-	-	-	-	-	-	-
Operating Transfers Out-Other	30,000	-	(162,059)	50,809	30,000	6,500	950,000	-	-	-	111,207	-	-	-	-	-	-
Excess of Budgeted Revenues and Other Sources Over(Under) Budgeted Expenditures and Other Uses	-	(9,419)	(42,810)	15,429	(10,000)	-	(56,112)	-	-	(2,000)	(911,493)	-	-	-	-	-	-
Estimated Fund Balance at Beginning of Year	11,242	425,352	322,678	148,443	15,429	-	78,079	-	2,393	463,178	1,200,000	-	-	-	-	-	-
Estimated Fund Balance at End of Year	\$ 11,242	415,933	279,868	138,443	15,429	-	21,967	-	2,393	461,178	288,507	-	-	-	-	-	-

	Forfeited Asset Sharing	Housing Rehab.	H.U.D.	Criminal Justice Training	Social Services	Child Care	Soldiers Relief	Veterans Trust	County Rejuvenation	Drug Screening Grant	Soc. Services Child Welfare	COBG Housing Assistance
Revenues												
Taxes	-	-	-	-	-	-	-	-	-	-	-	-
License & Permits	-	-	-	-	-	-	-	-	-	-	-	-
Intergovernmental - Federal	-	-	-	-	500,000	28,280	-	-	-	34,528	-	37,500
- State	-	-	-	30,000	611,399	1,084,164	-	70,000	60,000	-	-	-
- Other	-	-	-	-	-	-	-	-	-	-	-	-
Charges for Services	8,000	-	-	-	-	13,258	-	-	-	-	-	-
Fines & Forfeite	7,000	-	-	-	-	-	-	-	-	-	-	-
Interest & Rents	-	-	9,000	-	-	-	-	-	-	-	-	-
Other Revenues	-	-	66,000	-	10,000	25,677	-	-	-	-	-	4,400
	15,000	-	75,000	30,000	1,121,399	1,151,379	-	70,000	60,000	34,528	-	41,900
Expenditures												
Current												
Judicial	-	-	-	-	-	-	-	-	-	-	-	-
General Government	5,000	-	-	-	-	-	-	-	60,000	-	-	-
Public Safety	-	-	-	30,000	-	-	-	-	-	-	-	-
Public Works	-	-	-	-	-	-	-	-	-	-	-	-
Health & Welfare	-	-	71,000	-	1,329,949	3,198,265	1,000	70,000	-	34,528	305,000	69,100
Recreation & Culture	10,000	-	-	-	-	-	-	-	-	-	-	-
Capital Outlay	-	-	4,000	-	-	-	-	-	-	-	-	-
	15,000	-	75,000	30,000	1,329,949	3,198,265	1,000	70,000	60,000	34,528	305,000	69,100
75,000												
Other Financing Sources (Uses)												
Operating Transfers In -												
County Appropriation	-	-	-	-	208,550	2,046,886	1,000	-	-	-	305,000	10,000
Other	-	-	-	-	-	-	-	-	-	-	-	17,200
Operating Transfers Out-Other	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	208,550	2,046,886	1,000	-	-	-	305,000	27,200
Excess of Budgeted Revenues and Other Sources Over (Under) Budgeted Expenditures & Other Uses	-	-	-	-	-	-	-	-	-	-	-	-
Estimated Fund Balance at Beginning of Year	9,407	511	234,472	-	184,150	536,282	-	4,506	3,753	-	-	-
Estimated Fund Balance at End of Year	9,407	511	234,472	-	184,150	536,282	-	4,506	3,753	-	-	-

St. Clair County
Debt Service Funds
Budgets
1996

	Building HVAC Renovation	Building Authority	Drain
<u>Revenue</u>			
Interest	-	500	-
	-	500	-
<u>Expenditures</u>			
Debt Service - Princip. Ret.	62,624	275,000	85,000
Interest	32,309	71,375	15,000
Fees	125	1,000	-
	95,058	347,375	100,000
<u>Other Financing Sources</u>			
Operating Transf. In-Other	93,000	348,000	100,000
Excess of budget revenues and other sources over (under) budgeted expenditures	(2,058)	1,125	-
Estimated Fund Balance at beginning of year	8,516	4,063	-
Estimated Fund Balance at end of year	\$ 6,458	\$ 5,188	\$ -
	=====	=====	=====

DATA PROCESSING
1996 ANNUAL BUDGET

Exhibit "B"

REVENUE

626	Services	201,782 =====
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EXPENDITURES

<u>701</u>	<u>Personal Services</u>	
703	Salaries & Wages, Supvsy.	45,130
704	Salaries & Wages, Perm.	29,747
709	Longevity	3,600
715	Employer's Soc. Sec.	6,003
716	Hospital Insurance	10,000
717	Employees' Life Ins.	220
718	Retirement Contrib.	10,202
719	Dental Insurance	1,100
721	Disability Insurance	8
722	Unemployment Ins.	8
723	Workers' Compensation	<u>2,550</u>
		108,568
<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	250
861	Travel-Other	1,500
930	Repairs & Service	55,000
958	Education & Training	<u>1,500</u>
		121,250
<u>970</u>	<u>Capital Outlay</u>	
980	Equipment	<u>15,000</u>
		<u>15,000</u>
	Total Expenditures:	250,218 =====

1996 SANITARY LANDFILL BUDGET
FUND 517-526

Exhibit "B"

REVENUE

607	Landfill Fees	3,222,000
460	Landfill Permits	3,000
691	Miscellaneous	1,000
		3,226,000
		=====

EXPENDITURES

517-526 SANITARY LANDFILL

<u>701</u>	<u>Personal Services</u>	
703	Salaries & Wages, Supv.	45,000
704	Salaries & Wages, Perm.	35,000
705	Salaries & Wages, Temp.	15,000
706	Salaries & Wages, Overtime	6,500
709	Longevity	500
715	Employer's Soc. Sec.	7,810
716	Hospital Insurance	12,300
717	Employee's Life Ins.	220
718	Retirement Contribution	13,260
719	Dental Insurance	1,100
721	Disability Insurance	11
722	Unemployment Ins.	11
723	Worker's Comp.	3,318
		140,030
<u>726</u>	<u>Supplies</u>	
727	Office Supplies	5,000
		5,000
<u>800</u>	<u>Other Services & Charges</u>	
820	Water Samplings	260,000
821	Engineering Services	340,000
822	Landfill Operator	344,000
823	Other Prof. & Contractual	225,000
824	Tipping Fees-Kimball Twp.	50,000
850	Communications	3,000
860	Travel-Mileage	2,000
861	Travel-Other	3,500
900	Printing & Binding	2,000
920	Utilities	5,000
953	Cost Allocation	13,666
954	Refunds and Rebates	1,000
955	Miscellaneous	150,000
		1,399,166
<u>970</u>	<u>Capital Outlay</u>	
974	Land Improvements	4,500,000
980	Office Equipment	15,000
		4,515,000
		=====
	 Total Expenditures:	 6,059,196
		=====

1996
 RADIO COMMUNICATIONS FUND
FUND 660-325

Exhibit "B"

REVENUE
 626 Services

683,626
 =====

EXPENDITURES

<u>701</u>	<u>Personal Services</u>		
703	Salaries & Wages, Supvsy.	33,898	
704	Salaries & Wages, Perm.	299,730	
706	Salaries & Wages, Overtime	10,300	
709	Longevity	6,180	
715	Employer's Social Security	26,783	
716	Hospital Insurance	59,500	
717	Employee Life Insurance	1,500	
718	Retirement Contribution	45,513	
719	Dental Insurance	7,150	
721	Disability Insurance	35	
722	Unemployment Insurance	35	
723	Workers Compensation	<u>11,378</u>	502,002
<u>726</u>	<u>Supplies</u>		
727	Office Supplies	3,675	
728	Books & Bulletins	1,050	
741	Uniforms	<u>5,250</u>	9,975
<u>800</u>	<u>Other Services & Charges</u>		
801	Professional & Contractual	3,150	
850	Communications	31,500	
860	Travel-Mileage	1,575	
861	Travel-Other	1,050	
920	Utilities	5,250	
930	Repairs & Service	21,000	
953	Cost Allocation	25,638	
955	Miscellaneous	236	
958	Education & Training	<u>5,250</u>	94,649
<u>970</u>	<u>Capital Outlay</u>		
980	Office Equipment	12,000	
985	Radio Equipment	<u>65,000</u>	<u>77,000</u>
TOTAL EXPENDITURES:			683,626 =====

Exhibit "C"

RECOMMENDED GENERAL FUND
1995 BUDGET ADJUSTMENTS
SUMMARY

1995 Unadjusted Revenue Budget	\$ 33,554,167
Add: Net Revenue Adjustment	<u>1,004,100</u>
1995 Adjusted Revenue Budget	<u>34,558,267</u>

1995 Unadjusted Expenditure Budget	33,554,167
Add: Net Expenditure Adjustment	<u>173,478</u>
1995 Adjusted Expenditure Report	\$ <u>33,727,645</u>

Exhibit "C"

RECOMMENDED GENERAL FUND
1995 BUDGET ADJUSTMENTS

Revenue Budget Increases

Judicial

Circuit Court	\$ 4,000
Probate Court Juvenile	16,200

General Government

Clerk/Register	85,500
Cooperative Extension	2,400
County Treasurer	874,000

Public Safety

Marine Law	9,500
Jail	30,500
Animal Shelter	<u>2,000</u>

\$ 1,024,100

Revenue Budget Decreases

General Government

Elections	\$ 15,000
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Health & Welfare

Public Guardian	<u>5,000</u>
-----------------	--------------

\$ 20,000

RECOMMENDED GENERAL FUND
1995 BUDGET ADJUSTMENTS

Expenditure Budget Increases

Judicial

Circuit Court	\$ 117,000
Probation-Adult	7,300

General Government

Personnel	18,000
Stores-Central Supply	20,000
Building Authority	500

Public Safety

Sheriff	170,000
Emergency Services	11,200
Animal Shelter	28,700

Public Works

Drains-Public Benefit	23,000
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Health & Welfare

Medical Examiner	29,500
Veterans Burial	3,000
Veterans Counselor	1,500
Public Guardian	10,500

Appropriations

Parks Millage	<u>57,200</u>
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\$ 497,400

RECOMMENDED GENERAL FUND
1995 BUDGET ADJUSTMENTS

Expenditure Budget Decreases

Judicial

District Court \$ 80,500

General Government

Elections 10,000
Administrator/Controller 8,100
Cooperative Extension 3,000
Buildings & Grounds 62,000
Prosecuting Attorney 13,000

Health & Welfare

Ambulance - EMS 7,500

Other Functions

Insurance 30,000
Contingencies 109,822

\$ 323,922

As Amended

	Friend of Court-Med. Grant	Friend of Court Act 294	Health Department	Mental Health	Family Counseling	County Planning	Public Improv.	Resource Recovery Tax	Liquor Tax	Seavay Community Health	Housing Assistance Program	COBG Housing
Revenues												
Taxes	-	-	-	-	-	-	-	-	-	-	-	-
License & Permits	-	-	-	-	16,000	-	-	-	-	-	-	-
Intergovernmental-Federal	-	-	-	1,479,912	-	-	-	-	-	-	-	-
-State	20,083	332,393	2,530,133	8,273,895	-	-	-	199,000	100,000	50,000	90,000	90,000
-Other	-	-	-	29,811	-	-	-	-	-	-	-	-
Charges for Services	-	17,000	483,189	16,393,039	-	73,650	-	85,000	-	-	-	-
Fines & Forfeits	-	-	-	-	-	-	-	-	-	-	-	-
Interest & Rents	-	-	-	1,350	-	-	-	11,000	-	-	-	-
Other Revenues	-	-	39,475	-	-	-	-	4,000	-	-	-	-
	20,083	349,393	3,052,797	26,178,007	16,000	73,650	-	89,000	210,000	100,000	50,000	90,000

Expenditures

Current												
Judicial	16,047	345,745	-	-	-	-	-	-	-	-	-	-
General Government	-	-	-	-	-	-	-	103,125	-	-	-	-
Public Safety	-	-	-	-	-	429,899	-	-	-	-	-	-
Public Works	-	-	-	-	-	-	-	-	-	-	-	-
Health & Welfare	-	-	4,997,098	26,728,806	16,000	-	-	-	210,000	254,370	50,000	90,000
Recreation & Culture	-	-	-	-	-	-	-	-	-	-	-	-
Capital Outlay	4,036	13,000	50,833	300,000	-	1,000	150,000	1,000	-	-	-	-
	20,083	358,745	5,047,931	27,028,806	16,000	430,899	150,000	104,125	210,000	254,370	50,000	90,000

Other Financing Sources(Uses)

Operating Transfers In-												
County Appropriation	-	-	1,990,134	883,129	-	357,249	275,000	-	-	-	-	-
Other	-	-	-	-	-	-	90,000	-	-	-	-	-
Operating Transf.Out-Other	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	1,990,134	883,129	-	357,249	365,000	-	-	-	-	-

Excess of Budgeted Revenues and Other Sources Over (Under)

Budgeted Expenditures & Other Uses	-	(9,352)	(5,000)	32,330	-	-	215,000	(15,125)	-	(154,370)	-	-
Fund Balance at Beginning of Year	-	739,870	1,104,041	2,436,212	55,466	91,790	377,753	21,717	116,253	154,370	-	-

Estimated Fund Balance at End of Year

\$	-	\$730,518	\$1,099,041	\$2,468,542	\$55,466	\$91,790	\$592,753	\$6,592	\$116,253	\$	\$	\$
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	Senior		Drug		Insurance		Second. Road		Law		County Library		Forfeited Asset		Parks & Recre. Millage		E.M.S. Computer Grant		County Remuneration		Library Millage		
	Automation	Millage	Task Force	Patrol	Claims	Patrol	Library	Library	Library	Library	Library	Library	Library	Library	Library	Library	Library	Library	Library	Library	Library	Library	Library
Revenues																							
Taxes			\$966,186																				
License & Permits																							
Intergovernmental - Federal																							
- State			18,974	117,288																			
- Other																							
Charges for Services																							
Fines & Forfeits			25,001																				
Interest & Rents			38,112																				
Other Revenues			115		15,000																		
			1,630,229	1,048,388	15,000	117,288	12,750	899,155	15,000	1,784,420	15,500	60,000	15,000	15,000	1,784,420	15,500	60,000	60,000	60,000	60,000	60,000	1,681,537	
Expenditures																							
Current																							
Judicial																							
General Government																							
Public Safety			836,182	139,751	60,000																		
Public Works																							
Health & Welfare			1,597,737																				
Recreation & Culture																							
Capital Outlay			27,000																				
			30,000		60,000	139,751	19,250	1,813,408	15,000	637,599	15,500	60,000	15,000	15,000	637,599	15,500	60,000	60,000	60,000	60,000	60,000	1,218,539	

Other Financing Sources (Uses)	
Operating Transfers In -	
County Appropriation	30,000
Other	
Operating Transfers Out-Other	(4,000)
	(4,000)
	30,000
	30,000
Excess of Budgeted Revenues and Other Sources Over (Under) Budgeted Expenditures	11,242
Fund Balance(Deficit) at Beginning of Year	396,860
	287,112
	143,443
	15,429
	(4,564)
	51,664
	9,407
	3,753

Estimated Fund Balance at End of Year	
	\$ 1,242
	\$425,352
	\$322,578
	\$146,443
	\$15,429
	\$ -
	\$ 78,079
	\$ 9,407
	\$ 1,200,000
	\$ -
	\$ 3,753
	\$463,178

Special Revenue Funds - 1995 Budgets

As Amended

	Barr House	H.U.D.	Criminal Justice Training	Social Services	Child Care	Soldiers Relief	Veterans Trust	Drug Screening Grant.	Community Corrections	Community Corrections Planning Grant	Housing Rehab.	Recr. Advisory Comm.	Haz. Material Handling
Revenues													
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
License & Permits	-	-	-	-	-	-	-	-	-	-	-	-	-
Intergovernmental - Federal	-	-	-	500,000	30,000	-	-	28,692	92,831	-	25,000	-	-
- State	-	-	30,000	609,509	573,500	-	70,000	-	177,510	4,218	-	-	-
- Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Charges for Services	215,000	-	-	-	42,000	-	-	-	-	-	-	-	-
Fines & Forfeits	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest & Rents	-	9,000	-	-	-	-	-	-	-	-	-	-	-
Other Revenues	-	61,000	-	10,000	1,500	-	-	-	-	-	-	-	4,500
	215,000	70,000	30,000	1,119,509	647,000	-	70,000	28,692	270,341	4,218	25,000	-	4,500
Expenditures													
Current													
Judicial	-	-	-	-	-	-	-	-	-	-	-	-	-
General Government	-	-	-	-	-	-	-	-	-	-	-	-	-
Public Safety	-	-	30,000	-	-	-	-	-	226,285	4,218	-	-	7,500
Public Works	-	-	-	-	-	-	-	-	-	-	-	-	-
Health & Welfare	214,500	57,000	-	1,329,949	2,931,713	634	70,000	28,692	-	-	25,000	-	-
Recreation & Culture	-	-	-	-	-	-	-	-	-	-	-	16,043	-
Capital Outlay	500	18,000	-	-	25,500	-	-	-	65,000	-	-	-	1,500
	215,000	75,000	30,000	1,329,949	2,957,213	634	70,000	28,692	291,285	4,218	25,000	16,043	9,000
Other Financing Sources (Uses)													
Operating Transfers In -													
County Appropriation	-	-	-	210,440	2,310,213	500	-	-	20,994	-	-	10,000	-
Other	-	-	-	-	-	-	-	-	-	-	-	6,000	-
Operating Transfers Out - Other	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	210,440	2,310,213	500	-	-	20,994	-	-	16,000	-
Excess of Budgeted Revenues and Other Sources Over (Under) Budgeted Expenditures & Other Uses	-	(5,000)	-	-	-	(134)	-	-	-	-	-	(43)	(4,500)
Fund Balance at Beginning of Year	6,408	239,472	-	184,150	536,282	134	4,506	-	-	-	511	43	6,893
Estimated Fund Balance at End of Year	\$ 8,408	\$ 234,472	\$ -	\$ 184,150	\$ 536,282	\$ -	\$ 4,506	\$ -	\$ -	\$ -	\$ 511	\$ -	\$ 2,393

ST. CLAIR COUNTY
DEBT SERVICE FUNDS
BUDGETS
1995

AS AMENDED

	Building HVAC Renovations	Building Authority	Drain Renovations	District Court Renovations
Revenue				
Interest	8,574	350	-	-
	<u>8,574</u>	<u>350</u>	<u>-</u>	<u>-</u>
Expenditures				
Debt Service				
-Princip. Ret.	62,624	250,000	75,000	-
-Interest	32,309	88,850	25,000	-
-Fees	125	1,000	-	-
	<u>95,058</u>	<u>339,850</u>	<u>100,000</u>	<u>-</u>
Other Financing Sources				
Operating Transfers In (Out) Other	95,000	339,500	100,000	(120)
Excess of Budgeted Revenues and Other Sources over (under) Budgeted Expenditures	8,516	-	-	(120)
Fund Balance at Beginning of Year	-	4,063	-	120
Estimated Fund Balance at End of Year	\$ 8,516	\$ 4,063	\$ -	\$ -

RESOLUTION 95 -46
RESOLUTION RELATIVE TO SALE BY SHERIFF
OF UNCLAIMED STOLEN PROPERTY

WHEREAS, the Sheriff of St. Clair County has in his possession the recovered stolen property described in Exhibit "A" attached hereto, and said property has remained unclaimed for more than six (6) months since its recovery; and

WHEREAS, Act. No. 54 of the Public Acts of 1959 requires the Sheriff to request authority from the Board of Commissioners to dispose of the unclaimed recovered stolen property at a public sale to be held by the Sheriff upon five (5) days notice thereof, having been published in a newspaper of general circulation in the County and to deposit the proceeds of the sale, less expenses, with the County Treasurer to the credit of the general fund.

NOW, THEREFORE, BE IT RESOLVED:

1. That Dan Lane, Sheriff of St. Clair County, Michigan, may be and he is hereby authorized and directed to conduct a public sale for the purpose of selling the unclaimed stolen property described in Exhibit "A", attached hereto and made part hereof by reference;

2. That the said Sheriff is hereby directed to publish a notice of said sale in a newspaper of general circulation in the County of St. Clair at least five (5) days before said sale, and that said notice shall describe the property described in Exhibit "A" and shall state the time and place of such public sale at which the property may be purchased by the highest bidder; and

3. That the said Sheriff shall conduct such public sale and shall deposit the proceeds of the sale, after deducting the cost of the sale, together with any other money included in the notice, with the County Treasurer to the credit of the County general fund.

Dated: November 29, 1995

Pat Geronzi
Pat Geronzi
Camille Wall

Reviewed and Approved by:

Elwood Brown
Elwood Brown

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

ST. CLAIR COUNTY SHERIFF SALE INVENTORY

ITEM	DESCRIPTION OF PROPERTY
1	26" BOY'S HUFFY 10 SPEED RED AND YELLOW
2	26" BOY'S SCHWINN 10 SPEED RED
3	26" BOY'S RALEIGH 10 SPEED BLACK
4	26" BOY'S SAVANNAH MOUNTAIN BIKE RED
5	24" BOY'S FREE SPIRIT MOUNTAIN BIKE WHITE
6	26" BOY'S QUENTIN 10 SPEED BLUE
7	26" GIRLS SEARS BLUE
8	26" GIRL'S HUFFY 10 SPEED PINK/PURPLE
9	26" BOY'S SCHWINN 10 SPEED BLUE
10	20" BOY'S BLACK
11	26" GIRL'S MURRAY 10 SPEED BLUE
12	20" BOY'S DYN0 BMX BLACK
13	26" BOY'S SCHWINN 10 SPEED BLUE
14	26" BOY'S BLUE
15	26" BOY'S HUFFY 10 SPEED BLUE
16	26" BOY'S HUFFY 10 SPEED YELLOW
17	26" BOY'S GALAXY II 10 SPEED GRAY/BLACK
18	26" GIRL'S HUFFY 10 SPEED BLUE
19	20" GIRL'S HUFFY PINK
20	26" BOY'S HUFFY 10 SPEED RED
21	26" BOY'S MURRAY 10 SPEED BLUE
22	26" BOY'S HUFFY 10 SPEED RED
23	20" BOY'S BMX BLACK
24	26" BOY'S MAGNA 10 SPEED BLUE/SILVER
25	26" BOY'S SCHWINN 10 SPEED BLACK
26	26" BOY'S HUFFY 10 SPEED GRAY
27	26" BOY'S SCHWINN 10 SPEED BLUE
28	26" BOY'S HUFFY 10 SPEED WHITE
29	26" BOY'S FREE SPIRIT 10 SPEED BLUE
30	24" BOY'S HUFFY 10 SPEED WHITE
31	26" GIRL'S SCHWINN 10 SPEED RED
32	26" GIRL'S HUFFY 10 SPEED RED
33	26" GIRL'S NO BRAND GRAY/GREEN
34	26" BOY'S SOVEREIGN 12 SPEED BLUE
35	26" BOY'S LIGHT FORCE 12 SPEED BLUE
36	26" BOY'S HUFFY 10 SPEED RED
37	26" BOY'S VISTA ESQUIRE 10 SPEED WHITE
38	24" BOY'S HUFFY 10 SPEED GREEN

ITEM	DESCRIPTION OF PROPERTY
140	CORAD 600 DEPTH SOUNDER
141	SONY AM/FM CASSETTE STERO
142	ROUCE CB RADIO
143	REALISTIC CB 23 CHANNEL RADIO
144	MARANTZ EQUALIZER AMPLIFIER
145	POWER AMPLIFIER 2 CHANNEL MODEL 230
146	WESTPORT LOBS AM/FM STERO CASSETTE
147	AM/FM STEREO CASSETTE
148	CLIMBING SPIKES
149	3 BOXES FLEER BASEBALL CARDS
150	3 SHOT GUN CASES
151	ASSORTED HOLSTERS
152	TOOL BOX
153	SABER SAW BLACK & DECKER
154	2 TEXAS INSTRUMENT SPEAK & SPELL



OFFICE OF SHERIFF

County of St. Clair, Michigan

204 BARD STREET, PORT HURON, MICHIGAN 48060

/ (810) 987-1712

DAN LANE
Sheriff

November 20, 1995

BRUCE LINDKE
Undersheriff

Elwood Brown
Prosecutor's Office
County Building

Dear Woody,

Would you please review the enclosed proposed resolution. If it meets with your approval please forward to Mary Sams so it can be placed on the agenda for the next Board of Commissioners meeting. We plan on having the auction on December 6, 1995

Sincerely,

Bruce E. Lindke
Undersheriff

A Government of Service



APPROPRIATING COUNTY LIBRARY SYSTEM OPERATING MILLAGE FUNDS
FOR 1996

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 1996 is as follows:

REVENUE

404	Current Property Taxes	1,694,728	
541	Single Business Tax	36,323	
665	Interest	<u>34,700</u>	
	TOTAL REVENUE		1,765,751

=====


EXPENDITURES


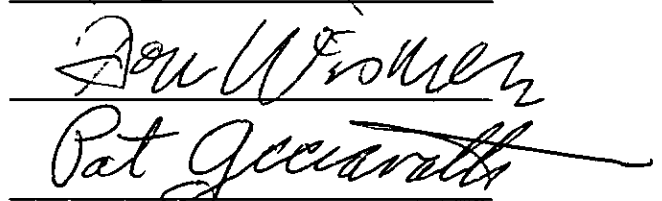
704	Salaries & Wages, Perm.	188,407	
705	Salaries & Wages, Temp.	226,182	
706	Salaries & Wages, Overtime	5,000	
709	Longevity	1,500	
715	Employer's Social Security	32,213	
716	Hospital Insurance	39,600	
717	Life Insurance	880	
718	Retirement Contribution	25,338	
719	Dental Insurance	4,400	
721	Disability Insurance	19	
722	Unemployment Ins.	19	
723	Worker's Compensation	<u>13,685</u>	537,243
727	Office Supplies		19,100
801	Professional/Contractual	55,000	
850	Communications	5,000	
860	Travel-Mileage	1,500	
861	Travel-Other	7,500	
884	Local Unit Fund	20,750	
926	Tax Tribunal Refunds	5,000	
930	Repairs & Services	54,000	
940	Equipment Rental	2,000	
953	Cost Allocation	2,758	
955	Miscellaneous	<u>35,664</u>	189,172
980	Office Equipment	448,736	
982	Books	420,600	
986	Audio-Visual	<u>152,900</u>	1,022,236

TOTAL EXPENDITURES:

1,767,751
=====

DATED: November 29, 1995
Reviewed and Approved by:


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

RESOLUTION 95- 44

APPROPRIATING COUNTY PARKS AND RECREATION MILLAGE FUNDS
FOR 1996

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 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 1996 is as follows:

REVENUE

404	Current Property Tax	1,694,728	
540	State Grant	57,000	
541	Single Business Tax	36,000	
607	Fees	3,000	
665	Interest	44,000	
667	Rents	3,600	
699	County Appropriation	<u>111,207</u>	
	TOTAL REVENUE:		1,949,535 =====

EXPENDITURES

703	Salaries & Wages, Supervisory	47,622	
704	Salaries & Wages, Permanent	79,258	
705	Salaries & Wages, Temporary	5,600	
706	Salaries & Wages, Overtime	2,500	
709	Longevity	3,000	
715	Employer's Social Security	10,555	
716	Hospitalization Insurance	19,900	
717	Life Insurance	440	
718	Retirement Contribution	17,209	
719	Dental Insurance	2,200	
721	Disability Insurance	13	
722	Unemployment Insurance	13	
723	Worker's Compensation	<u>4,484</u>	192,794

APPROPRIATING DRUG TASK FORCE MILLAGE FUNDS FOR 1996

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 1996 is as follows:

REVENUE

404	Current Property Taxes	961,588	
415	Personal Property Taxes	2,000	
541	Single Business Tax	20,609	
662	Forfeitures	25,000	
665	Interest	25,000	
691	Miscellaneous	<u>100</u>	
	TOTAL REVENUE:		<u>1,034,297</u>

EXPENDITURES

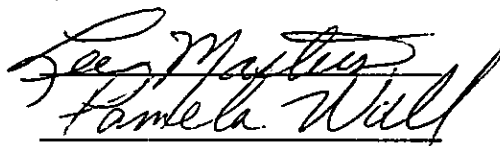
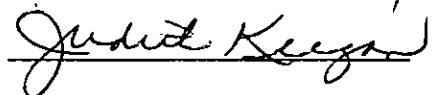
704	Salaries & Wages, Perm.	333,475	
706	Salaries & Wages, Overtime	60,000	
709	Longevity	10,824	
715	Employer's Social Security	30,929	
716	Hospital Insurance	39,600	
717	Life Insurance	880	
718	Retirement Contribution	52,559	
719	Dental Insurance	4,400	
721	Disability Insurance	40	
722	Unemployment Insurance	40	
723	Worker's Compensation	<u>13,140</u>	545,887
727	Office Supplies	10,000	
732	Operating Supplies	8,000	
741	Uniforms	<u>4,500</u>	22,500
801	Professional & Contractual	80,000	
813	Investigations	45,000	
850	Communications	25,000	
861	Travel-Other	20,000	
920	Utilities	22,000	
926	Tax Tribunal Refunds	3,000	
930	Repairs & Service	20,000	
940	Equipment Rental	50,000	
953	Cost Allocations	45,461	
955	Miscellaneous	200	
958	Education & Training	<u>6,000</u>	316,661
988	Other Equipment		30,000
997	Other Transfers Out		<u>162,059</u>
	TOTAL EXPENDITURES:		<u>1,077,107</u>

DATED: November 29, 1995

Reviewed and Approved by:



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

RESOLUTION 95- 42

APPROPRIATING SENIOR CITIZENS MILLAGE FUNDS
FOR 1996

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 1996 is as follows:

Catholic Social Services	45,236
Center for Human Resources	5,848
Council on Aging	1,279,921
D.A.R.E.S. - Pathway Shelter	2,244
Legal Assistance	101,907
Public Guardian	900
Public Health Department	66,274
Senior Advocates	625
Visiting Nurses Association	91,041
Commission on Aging	31,032
Area Agency on Aging 1-B	12,500
Tax Appeals	12,000

TOTAL: 1,649,528
=====

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

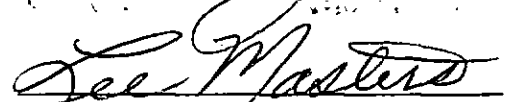
DATED: November 29, 1995

Reviewed and Approved by:



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







RESOLUTION 95-41

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

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.

WHEREAS, the St. Clair County Drain Commissioner has contracted with Weston Transport, Inc. for the construction of the WAIT DRAIN in Sections 10, 11 and 14 in Lynn Township.

WHEREAS, the required note for the WAIT DRAIN is in the amount of \$90,280.00.

NOW, THEREFORE, BE IT RESOLVED that the St. Clair County Board of Commissioners pledges its full faith and credit for the payment of the \$90,280.00 note for the WAIT DRAIN in Lynn Township, St. Clair County, Michigan and authorizes the St. Clair County Drain Commissioner to sign said note on behalf of the County.


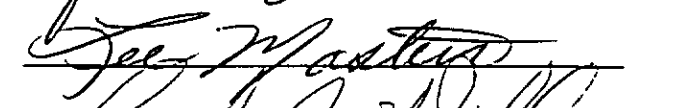
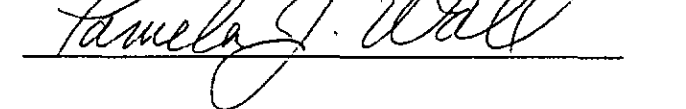
BE IT FURTHER RESOLVED that all resolutions and parts of resolutions, insofar as the same conflict with the provisions of this resolution be, and the same hereby are rescinded.

DATED: November 29, 1995

Reviewed and Approved by:



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

RESOLUTION 95-40

APPORTIONING TAXES FOR 1995

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:

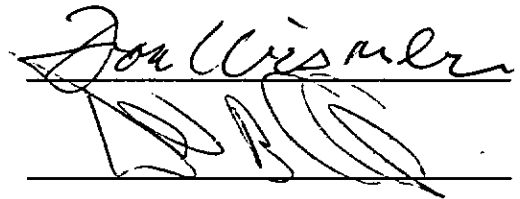
- 1) That the St. Clair County Board of Commissioners does hereby adopt the St. Clair County Tax Report for the year 1995.
- 2) That the apportionment and millage of taxes are to be spread in accordance with the statute in such case made and provided, as evidenced by the St. Clair County Tax Report for the year 1995.
- 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 8, 1995

Reviewed and Approved by:



Elwood L. Brown
County Corporation Counsel
301 County Building
Port Huron, MI 48060







EQUALIZATION DEPARTMENT

County of St. Clair, Michigan

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

REPORT TO: St. Clair County Board of Commissioners
FROM: John A. McClellan, Acting Director
DATE: November 8, 1995
SUBJECT: Adoption of 1995 Apportionment Report Labeled
Exhibit "A" and dated October 3, 1995

Attached is a copy of the 4 page Apportionment Report (State Form L-4402) dated October 3, 1995, 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 DATED: October 3, 1995 ADOPTED: _____
 STATE TAX COMMISSION
 TREASURY BUILDING
 LANSING, MI 48922

	TAXABLE VALUATION	SEPARATE OR ALLOCATED	MILLAGES		PURPOSE
			EXTRA - VOTED OPERATE	BLDG-SITE-DEBT	
STATE EDUCATION TAX	3,504,001,304	6.0000			
COUNTY ST. CLAIR	3,504,001,304	5.3869	1.7531	.0000	SENIOR CITIZENS, DRUG TASK FORCE, LIBRARY, PARKS
TOWNSHIPS:					
BERLIN	51,701,874	.8232	.8232	.0000	FIRE
BROCKWAY	25,082,895	.9561	3.1551	.0000	FIRE, ROADS
BURTCMVILLE	66,846,430	.7792	1.7792	.0000	BUS, FIRE
CASCO	70,439,776	.8468	.0000	.0000	
CHINA CHARTER	426,927,095	.9996	.9996	.0000	ROADS
CLAY	269,519,581	.6200	.0000	.0000	
CLYDE	85,722,769	.7831	.0000	.0000	
COLUMBUS	84,769,207	.8596	.0000	.0000	
COTTRELLVILLE	66,640,651	.8006	.0000	.0000	
EAST CHINA CHARTER	331,424,506	3.7279	.0000	.2195	SEWER, WATER
EMMETT	26,409,621	.9492	.0000	.0000	
FORT GRATIOT CHARTER	230,207,944	.7378	.6000	.0000	BUS
GRANT	22,347,814	.9116	2.7348	.0000	FIRE, ROADS
GREENWOOD	77,290,054	1.0000	2.0000	.0000	FIRE, ROADS, REFUSE
IRA	101,776,092	.7341	.9500	2.4500	FIRE, WATER
KENOCREE	32,754,630	.8370	1.7232	.0000	FIRE
KIMBALL	98,802,663	.8610	.0000	.0000	
LYNN	18,540,139	.9830	.9830	.0000	ROADS
MUSSEY	63,590,431	.9518	1.1422	.0000	FIRE
PORT HURON CHARTER	139,286,297	1.0000	2.1442	1.0000	FIRE, ROADS, BUS, SEWER
RILEY	49,311,983	.8516	.0000	.0000	
ST. CLAIR	132,707,282	.8424	.0000	.0000	
MALES	43,517,626	.8455	.0000	.0000	

CITIES:	TAXABLE VALUATION	TOTAL TAX RATES	DOLLARS OF AD VALDREM TAXES LEVIED
ALGONAC	68,184,514	14.5746	993,762
MARINE CITY	74,181,320	23.4000	1,735,843
MARYSVILLE	240,272,735	16.8100	4,038,985
MEMPHIS	4,926,606	16.2660	80,136
PORT HURON	430,982,873	16.7720	7,640,289 (A)
ST. CLAIR	128,845,110	16.2446	2,093,037
VALE	20,990,786	13.1280	275,567
VILLAGES:			
CAPAC	17,882,981	22.4353	401,210
EMMETT	3,034,215	5.9648	18,098

(A) INCLUDES DOWNTOWN DEVELOPMENT AUTHORITY

CERTIFICATION

I HEREBY CERTIFY THAT THIS REPORT IS A TRUE STATEMENT OF THE TAXABLE VALUATIONS OF EACH ASSESSING DISTRICT AND OF ALL AD VALDREM MILLAGES APPORTIONED BY THE COUNTY BOARD OF COMMISSIONERS OF THE COUNTY OF ST. CLAIR FOR THE YEAR 1995.

_____(SIGNATURE)_____ COUNTY CLERK

NOTARIZATION

_____(SIGNATURE)_____ NOTARY PUBLIC _____ COUNTY, MICHIGAN COUNTY OF _____

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

STATEMENT SHOWING TAXABLE VALUATION AND MILLS APPORTIONED BY THE COUNTY BOARD OF COMMISSIONERS
OF THE COUNTY OF ST. CLAIR FOR THE YEAR 1995

DATED: October 3, 1995 ADOPTED: _____

EXHIBIT "A"

PAGE 2 OF 4

HOME-1 HOME-STEAD	SCHOOL DISTRICTS MON NAME AND CODES	TOWNSHIP OR CITY WHERE SCHOOL DISTRICT IS LOCATED	TAXABLE VALUATION	MILLAGES		COUNTY USE (NOTES, REMARKS, COMMENTS)
				ISD ONLY SEPARATE OR ALLOCATED	EXTRA - VOTED OPERATE BLDG-SITE-DEBT	
X	ALGONAC COMM.	74-030 CITY OF ALGONAC	47,316,055		.0000	3.2500 *
X	X	CITY OF ALGONAC	20,868,459		18.0000 *	3.2500 *
X	X	CLAY TOWNSHIP	171,723,916		.0000	3.2500 *
X	X	CLAY TOWNSHIP	97,795,665		18.0000 *	3.2500 *
X	X	IRA TOWNSHIP	31,542,916		.0000	3.2500 *
X	X	IRA TOWNSHIP	16,337,359		18.0000 *	3.2500 *
X	CAPAC COMM.	74-040 BERLIN TOWNSHIP	16,317,813		.0000	1.5000
X	X	BERLIN TOWNSHIP	5,372,370		18.0000	1.5000
X	X	BROCKWAY TOWNSHIP	251,600		.0000	1.5000
X	X	BROCKWAY TOWNSHIP	4,500		18.0000	1.5000
X	X	EMMETT TOWNSHIP	10,588,485		.0000	1.5000
X	X	EMMETT TOWNSHIP	2,034,552		18.0000	1.5000
X	X	LYNN TOWNSHIP	6,883,395		.0000	1.5000
X	X	LYNN TOWNSHIP	3,202,106		18.0000	1.5000
X	X	MUSSEY TOWNSHIP	33,930,494		.0000	1.5000
X	X	MUSSEY TOWNSHIP	29,639,937		18.0000	1.5000
X	X	RILEY TOWNSHIP	14,108,658		.0000	1.5000
X	X	RILEY TOWNSHIP	2,458,522		18.0000	1.5000
X	EAST CHINA TWP.	74-050 CITY OF MARINE CITY	38,617,683		.0000	2.0000
X	X	CITY OF MARINE CITY	33,563,637		18.0000	2.0000
X	X	CITY OF ST. CLAIR	79,443,384		.0000	2.0000
X	X	CITY OF ST. CLAIR	49,401,526		18.0000	2.0000
X	X	CASCO TOWNSHIP	21,227,235		.0000	2.0000
X	X	CASCO TOWNSHIP	7,255,312		18.0000	2.0000
X	X	CHINA TOWNSHIP	52,256,117		.0000	2.0000
X	X	CHINA TOWNSHIP	374,670,978		18.0000	2.0000
X	X	COLUMBUS TOWNSHIP	17,915,636		.0000	2.0000
X	X	COLUMBUS TOWNSHIP	7,958,175		18.0000	2.0000
X	X	COTTRELLVILLE TWP.	50,229,886		.0000	2.0000
X	X	COTTRELLVILLE TWP.	16,410,765		18.0000	2.0000
X	X	EAST CHINA TWP.	64,231,382		.0000	2.0000
X	X	EAST CHINA TWP.	267,193,124		18.0000	2.0000
X	X	IRA TOWNSHIP	7,193,128		.0000	2.0000
X	X	IRA TOWNSHIP	2,394,671		18.0000	2.0000
X	X	ST. CLAIR TOWNSHIP	75,321,806		.0000	2.0000
X	X	ST. CLAIR TOWNSHIP	23,391,837		18.0000	2.0000
X	MARYSVILLE PUBLIC	74-100 CITY OF MARYSVILLE	107,696,764		.0000	2.9500
X	X	CITY OF MARYSVILLE	132,575,971		18.0000 *	2.9500
X	X	COLUMBUS TOWNSHIP	2,120,366		.0000	2.9500
X	X	COLUMBUS TOWNSHIP	334,179		18.0000	2.9500
X	X	KIMBALL TOWNSHIP	16,384,029		.0000	2.9500
X	X	KIMBALL TOWNSHIP	6,801,311		18.0000	2.9500
X	X	ST. CLAIR TOWNSHIP	23,562,543		.0000	2.9500
X	X	ST. CLAIR TOWNSHIP	10,431,096		18.0000	2.9500
X	X	MALES TOWNSHIP	525,081		.0000	2.9500
X	X	MALES TOWNSHIP	178,152		18.0000	2.9500
X	MEMPHIS COMM.	74-120 CITY OF MEMPHIS	3,094,843		.0000	1.0000
X	X	CITY OF MEMPHIS	1,831,763		18.0000	1.0000
X	X	COLUMBUS TOWNSHIP	1,625,747		.0000	1.0000
X	X	COLUMBUS TOWNSHIP	680,387		18.0000	1.0000
X	X	KENOCKEE TOWNSHIP	371,753		.0000	1.0000
X	X	KENOCKEE TOWNSHIP	93,370		18.0000	1.0000
X	X	KIMBALL TOWNSHIP	34,986		.0000	1.0000
X	X	KIMBALL TOWNSHIP	71,073		18.0000	1.0000
X	X	RILEY TOWNSHIP	20,514,305		.0000	1.0000
X	X	RILEY TOWNSHIP	4,879,106		18.0000	1.0000
X	X	MALES TOWNSHIP	24,378,217		.0000	1.0000
X	X	MALES TOWNSHIP	6,498,101		18.0000	1.0000
X	PORT HURON AREA	74-010 CITY OF PORT HURON	207,060,155		.0000	2.0000 *
X	X	CITY OF PORT HURON	243,922,718		18.0000 *	2.0000 *
X	X	BURTCHVILLE TWP.	36,185,092		.0000	2.0000 *
X	X	BURTCHVILLE TWP.	13,522,154		18.0000 *	2.0000 *
X	X	CLYDE TOWNSHIP	65,417,426		.0000	2.0000 *
X	X	CLYDE TOWNSHIP	9,758,150		18.0000 *	2.0000 *
X	X	FORT GRATIOT TWP.	134,514,618		.0000	2.0000 *
X	X	FORT GRATIOT TWP.	95,693,326		18.0000 *	2.0000 *
X	X	GRANT TOWNSHIP	8,396,096		.0000	2.0000 *
X	X	GRANT TOWNSHIP	1,104,582		18.0000 *	2.0000 *
X	X	KENOCKEE TOWNSHIP	35,357		.0000	2.0000 *
X	X	KENOCKEE TOWNSHIP	15,079		18.0000 *	2.0000 *
X	X	KIMBALL TOWNSHIP	46,201,084		.0000	2.0000 *
X	X	KIMBALL TOWNSHIP	29,310,180		18.0000 *	2.0000 *
X	X	PORT HURON TOWNSHIP	76,262,725		.0000	2.0000 *
X	X	PORT HURON TOWNSHIP	63,023,572		18.0000 *	2.0000 *
X	X	MALES TOWNSHIP	5,586,396		.0000	2.0000 *
X	X	MALES TOWNSHIP	1,217,776		18.0000 *	2.0000 *

STATEMENT SHOWING TAXABLE VALUATION AND MILLS APPORTIONED BY THE COUNTY BOARD OF COMMISSIONERS

OF THE COUNTY OF ST. CLAIR FOR THE YEAR 1995

EXHIBIT "A"

DATED: October 3, 1995

ADOPTED: _____

PAGE 3 OF 4

HOME-STEAD	NON-STEAD	SCHOOL DISTRICTS NAME AND CODES	TOWNSHIP OR CITY WHERE SCHOOL DISTRICT IS LOCATED	TAXABLE VALUATION	MILLAGES		COUNTY USE (NOTES, REMARKS, COMMENTS)
					ISD ONLY SEPARATE OR ALLOCATED	EXTRA - VOTED OPERATE BLDG-SITE-DEBT	
X		YALE PUBLIC	74-130 CITY OF YALE	11,603,031		.0000	4.2500
	X		CITY OF YALE	9,387,753		18.0000	4.2500
X			BROCKWAY TOWNSHIP	19,996,189		.0000	4.2500
	X		BROCKWAY TOWNSHIP	4,830,606		18.0000	4.2500
X			CLYDE TOWNSHIP	8,006,879		.0000	4.2500
	X		CLYDE TOWNSHIP	2,540,314		18.0000	4.2500
X			EMMETT TOWNSHIP	10,992,489		.0000	4.2500
	X		EMMETT TOWNSHIP	2,796,095		18.0000	4.2500
X			GRANT TOWNSHIP	3,937,417		.0000	4.2500
	X		GRANT TOWNSHIP	576,496		18.0000	4.2500
X			GREENWOOD TOWNSHIP	12,366,433		.0000	4.2500
	X		GREENWOOD TOWNSHIP	64,345,687		18.0000	4.2500
X			KENOCKEE TOWNSHIP	24,643,429		.0000	4.2500
	X		KENOCKEE TOWNSHIP	7,635,642		18.0000	4.2500
X			LYNN TOWNSHIP	5,087,610		.0000	4.2500
	X		LYNN TOWNSHIP	832,750		18.0000	4.2500
X			RILEY TOWNSHIP	31,625		.0000	4.2500
	X		RILEY TOWNSHIP	243,187		18.0000	4.2500
X			WALES TOWNSHIP	4,044,514		.0000	4.2500
	X		WALES TOWNSHIP	1,089,389		18.0000	4.2500
ST. CLAIR COUNTY:							
		INTERMEDIATE SCH.	74-000 ALL OF THE ABOVE	3,297,928,450	.1970 *	.0000	.0000
		SPECIAL EDUCATION	ALL OF THE ABOVE	3,297,928,450	.0000	2.3455 *	.0000
		VOCATIONAL ED.	ALL OF THE ABOVE	3,297,928,450	.0000	.9382 *	.0000
		COMM. COLLEGE	5359 ALL OF THE ABOVE	3,297,928,450	.0000	1.4076 *	.0000
LAPEER COUNTY:							
		INTERMEDIATE SCH.	44-020 BERLIN TOWNSHIP	16,855,102	.2060	.0000	.0000
		SPECIAL EDUCATION	44-020 BERLIN TOWNSHIP	16,855,102	.0000	.9154	.0000
		VOCATIONAL ED.	44-020 BERLIN TOWNSHIP	16,855,102	.0000	2.1054	.0000
MACOMB COUNTY:							
		INTERMEDIATE SCH.	50-050 BERLIN TOWNSHIP	13,156,589	.2101 *	.0000	.0000
			50-040 CASCO TOWNSHIP	11,233,164	.2101	.0000	.0000
			50-180 CASCO TOWNSHIP	30,722,065	.2101	.0000	.0000
			50-180 COLUMBUS TOWNSHIP	54,134,717	.2101	.0000	.0000
			50-040 IRA TOWNSHIP	44,308,018	.2101 *	.0000	.0000
			50-050 RILEY TOWNSHIP	7,076,580	.2101 *	.0000	.0000
		SPECIAL EDUCATION	50-050 BERLIN TOWNSHIP	13,156,589	.0000	1.8266 *	.0000
			50-040 CASCO TOWNSHIP	11,233,164	.0000	1.8266	.0000
			50-180 CASCO TOWNSHIP	30,722,065	.0000	1.8266	.0000
			50-180 COLUMBUS TOWNSHIP	54,134,717	.0000	1.8266	.0000
			50-040 IRA TOWNSHIP	44,308,018	.0000	1.8266 *	.0000
			50-050 RILEY TOWNSHIP	7,076,580	.0000	1.8266 *	.0000
SANILAC COUNTY:							
		INTERMEDIATE SCH.	76-080 BURTCVILLE TWP.	17,139,184	.2184	.0000	.0000
			76-080 GRANT TOWNSHIP	8,333,223	.2184	.0000	.0000
			76-080 GREENWOOD TOWNSHIP	577,934	.2184	.0000	.0000
			76-060 LYNN TOWNSHIP	2,534,278	.2184	.0000	.0000
		SPECIAL EDUCATION	76-080 BURTCVILLE TWP.	17,139,184	.0000	.7863	.0000
			76-080 GRANT TOWNSHIP	8,333,223	.0000	.7863	.0000
			76-080 GREENWOOD TOWNSHIP	577,934	.0000	.7863	.0000
			76-060 LYNN TOWNSHIP	2,534,278	.0000	.7863	.0000
		VOCATIONAL ED.	76-080 BURTCVILLE TWP.	17,139,184	.0000	1.7474	.0000
			76-080 GRANT TOWNSHIP	8,333,223	.0000	1.7474	.0000
			76-080 GREENWOOD TOWNSHIP	577,934	.0000	1.7474	.0000
			76-060 LYNN TOWNSHIP	2,534,278	.0000	1.7474	.0000

STATEMENT SHOWING TAXABLE VALUATION AND MILLS APPORTIONED BY THE COUNTY BOARD OF COMMISSIONERS

OF THE COUNTY OF ST. CLAIR FOR THE YEAR 1995

EXHIBIT "A"

DATED: October 3, 1995 ADOPTED: _____

PAGE 4 OF 4

HOME-STEAD	NON-HOME-STEAD	SCHOOL DISTRICTS NAME AND CODES	TOWNSHIP OR CITY WHERE SCHOOL DISTRICT IS LOCATED	TAXABLE VALUATION	MILLAGES		COUNTY USE (NOTES, REMARKS, COMMENTS)
					ISD ONLY SEPARATE OR ALLOCATED	EXTRA - VOTED OPERATE BLOG-SITE-DEBT	
X	X	ALMONT	44-020 BERLIN TOWNSHIP BERLIN TOWNSHIP	13,360,468 3,494,634	.0000 18.0000	8.4500 8.4500	
X	X	ANCHOR BAY	50-040 CASCO TOWNSHIP CASCO TOWNSHIP IRA TOWNSHIP IRA TOWNSHIP	6,759,833 4,475,331 23,350,602 20,957,416	.0000 18.0000 * .0000 18.0000 *	4.6500 * 4.6500 * 4.6500 * 4.6500 *	
X	X	ARMADA AREA	50-050 BERLIN TOWNSHIP BERLIN TOWNSHIP RILEY TOWNSHIP RILEY TOWNSHIP	9,992,060 3,164,529 3,653,243 1,423,337	.0000 18.0000 * .0000 18.0000 *	7.0000 * 7.0000 * 7.0000 * 7.0000 *	
X	X	RICHMOND COMM.	50-180 CASCO TOWNSHIP CASCO TOWNSHIP COLUMBUS TOWNSHIP COLUMBUS TOWNSHIP	23,624,157 7,097,908 36,795,578 17,339,139	.0000 18.0000 * .0000 18.0000 *	1.6500 * 1.6500 * 1.6500 * 1.6500 *	
X	X	BROWN CITY COMM.	76-060 LYNN TOWNSHIP LYNN TOWNSHIP	2,234,131 300,147	.0000 18.0000	1.7500 1.7500	
X	X	CROSWELL-LEX.	76-080 BURTCVILLE TWP. BURTCVILLE TWP. GRANT TOWNSHIP GRANT TOWNSHIP GREENWOOD TOWNSHIP GREENWOOD TOWNSHIP	12,425,194 4,713,990 6,326,521 2,006,702 473,204 104,730	.0000 18.0000 .0000 18.0000 .0000 18.0000	4.0000 4.0000 4.0000 4.0000 4.0000 4.0000	

* SCHOOL DISTRICTS LEVYING A 1995 SUMMER TAX

SCHOOL DISTRICT	NUMBER	PURPOSE	MILLAGE RATE	
			JULY	DECEMBER
St. Clair County Intermediate	74-000	Oper.	.1970 a	-0- a
		Oper.	-0- b	.1970 b
Special Education		Oper.	2.3455 a	-0- a
		Oper.	-0- b	2.3455 b
Vocational Education		Oper.	.9382 a	-0- 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.	12.0000 d	12.0000 d
		Debt	1.6250 d	1.6250 d
Marysville Public	74-100	Oper.	24.0000 e	-0- e
		Debt	-0- a	2.9500 e
		Oper.	-0- f	24.0000 f
		Debt	-0- f	2.9500 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	2.3250 j	2.3250 j
Armada Area	50-050	Oper.	12.0000 k	12.0000 k
		Debt	3.5000 k	3.5000 k
Richmond Community	50-180	Oper.	12.0000 l	12.0000 l
		Debt	.8250 i	.8250 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, Fort 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 1995 TAX RATES
 RATES ARE EXPRESSED AS DOLLARS PER \$1,000 OF TAXABLE VALUATION
 TOTAL 1994 AND 1995 RATES ARE FOR NON-HOMESTEAD PROPERTY

TOWNSHIP, VILLAGE AND SCHOOL DISTRICT	TAXABLE VALUE	K-12 SCHOOLS		COLLEGE		INTERMEDIATE SCHOOLS		COUNTY		TOWNSHIPS		TOTAL 1995 RATE	PREVIOUS 1994 RATE	RATES 1993 RATE
		OPERATING STATE	LOCAL	DEBT	VOTED OPER.	DEBT	VOTED OPER.	SP. ED. VOTED	VOC. ED VOTED	FIXED OPER.	EXTRA VOTED			
BERLIN														
44-020 Almont Com (1)	16,855,102	6,0000	18,0000	8,4500	None	None	0.2060	0.9154	2,1054	1.7531	0.8232	44,4632	44,4894	51,7132
50-050 Armada (2)	13,156,589	6,0000	18,0000	7,0000	None	None	0.2101	1.8266	None	1.7531	0.8232	41,8231	42,4493	56,6779
74-040 Capac Com	21,690,183	6,0000	18,0000	1,5000	1,4076	None	0.1970	2.3455	0.9382	1.7531	0.8232	39,1747	39,2009	47,0903
BROCKWAY														
74-040 Capac Com	256,100	6,0000	18,0000	1,5000	1,4076	None	0.1970	2.3455	0.9382	1.7531	0.9561	41,6395	41,6395	49,0000
74-130 Yale Public	24,826,795	6,0000	18,0000	4,2500	1,4076	None	0.1970	2.3455	0.9382	1.7531	0.9561	44,3895	44,3895	53,8676
BURTCHEVILLE														
74-010 Port Huron Area	49,707,246	6,0000	18,0000	2,0000	1,4076	None	0.1970	2.3455	0.9382	1.7531	0.7792	40,5867	40,5867	49,4860
76-080 Cros-Lex Com (3)	17,139,184	6,0000	18,0000	4,0000	None	None	0.2184	0.7863	1.7474	1.7531	0.7792	40,4505	40,3505	43,7447
CASCO														
50-040 Anchor Bay (2)	11,235,164	6,0000	18,0000	4,6500	None	None	0.2101	1.8266	None	1.7531	0.8468	38,6735	38,9335	51,7990
50-180 Richmond Com (2)	30,722,065	6,0000	18,0000	1,6500	None	None	0.2101	1.8266	None	1.7531	0.8468	35,6735	35,5235	47,4406
74-050 East China	28,482,547	6,0000	18,0000	2,0000	1,4076	None	0.1970	2.3455	0.9382	1.7531	0.8468	38,8751	38,8751	37,4104
CHINA														
74-050 East China	426,927,095	6,0000	18,0000	2,0000	1,4076	None	0.1970	2.3455	0.9382	1.7531	0.9996	40,0275	39,8588	38,9339
CLAY														
74-030 Algonac Com	269,519,581	6,0000	18,0000	3,2500	1,4076	None	0.1970	2.3455	0.9382	1.7531	0.6200	39,8983	39,8983	47,1902
CLYDE														
74-010 Port Huron Area	75,175,576	6,0000	18,0000	2,0000	1,4076	None	0.1970	2.3455	0.9382	1.7531	0.7831	38,8114	38,8114	48,4272
74-130 Yale Public	10,547,193	6,0000	18,0000	4,2500	1,4076	None	0.1970	2.3455	0.9382	1.7531	0.7831	41,0614	41,0614	50,5329
COLUMBUS														
50-180 Richmond Com (2)	54,134,717	6,0000	18,0000	1,6500	None	None	0.2101	1.8266	None	1.7531	0.8596	35,6863	35,5363	47,4341
74-050 East China	25,873,811	6,0000	18,0000	2,0000	1,4076	None	0.1970	2.3455	0.9382	1.7531	0.8596	38,8879	38,8879	37,0000
74-100 Marysville Public	2,454,545	6,0000	18,0000	2,9500	1,4076	None	0.1970	2.3455	0.9382	1.7531	0.8596	39,8379	37,3879	49,0000
74-120 Memphis Com	2,306,134	6,0000	18,0000	1,0000	1,4076	None	0.1970	2.3455	0.9382	1.7531	0.8596	37,8879	37,8879	49,0000
COTTRELLVILLE														
74-050 East China	66,640,651	6,0000	18,0000	2,0000	1,4076	None	0.1970	2.3455	0.9382	1.7531	0.8006	38,8289	38,8289	37,5789
EAST CHINA														
74-050 East China	331,424,506	6,0000	18,0000	2,0000	1,4076	None	0.1970	2.3455	0.9382	1.7531	3,7279	41,9757	41,8474	40,3471
EMMETT														
74-040 Capac Com	12,621,037	6,0000	18,0000	1,5000	1,4076	None	0.1970	2.3455	0.9382	1.7531	0.9492	38,4775	38,4775	46,3081
74-130 Yale Public	13,788,584	6,0000	18,0000	4,2500	1,4076	None	0.1970	2.3455	0.9382	1.7531	0.9492	41,2275	41,2275	50,6814
VILLAGE OF EMMETT	3,034,215										5,9648	5,9648	6,1021	6,1544

Sew./Nat.

A=Senior Citizen .4694 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 Taxable also included in Township Taxable

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

ST. CLAIR COUNTY 1995 TAX RATES
 RATES ARE EXPRESSED AS DOLLARS PER \$1,000 OF TAXABLE VALUATION
 TOTAL 1994 AND 1995 RATES ARE FOR NON-HOMESTEAD PROPERTY

TOWNSHIP, VILLAGE AND SCHOOL DISTRICT	TAXABLE VALUE	K-12 OPERATING STATE		SCHOOLS		COLLEGE		INTERMEDIATE SCHOOLS		COUNTY		TOWNSHIPS		TOTAL 1995 RATE	PREVIOUS 1994 RATE	RATES 1993 RATE
		LOCAL	DEBT	VOTED OPER.	DEBT	VOTED OPER.	SP. ED.	VOC. ED	FIXED OPER.	EXTRA VOTED	FIXED OPER.	OTHER				
FORT GRATIOT																
74-010 Port Huron Area	230,207,944	6.0000	18.0000	2.0000	1.4076	None	0.1970	2.3455	0.9382	5.3869	A,B,C,D 1.7531	0.7378	0.6000	39.3661	39.4161	50.2698
GRANT																
74-010 Port Huron Area	9,500,678	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	41.6747	51.6269
74-130 Yale Public	4,513,913	6.0000	18.0000	4.2500	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.9116	2.7348	43.9247	43.9247	57.57
76-080 Cros-Lex Com (3)	8,333,223	6.0000	18.0000	4.0000	None	None	0.2184	0.7863	1.7474	5.3869	1.7531	0.9116	2.7348	41.5385	41.5385	4
GREENWOOD																
74-130 Yale Public	76,712,120	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	43.2783	50.7314
76-080 Cros-Lex Com (3)	577,934	6.0000	18.0000	4.0000	None	None	0.2184	0.7863	1.7474	5.3869	1.7531	1.0000	2.0000	40.8921	40.7921	42.8844
IRA																
50-040 Anchor Bay (2)	44,308,018	6.0000	18.0000	4.6500	None	None	0.2101	1.8266	None	5.3869	1.7531	0.7341	3.4000	41.9608	40.7208	53.6110
74-030 Algonac Com	47,880,275	6.0000	18.0000	3.2500	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.7341	3.4000	43.4124	41.9124	48.8587
74-050 East China	9,587,799	6.0000	18.0000	2.0000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.7341	3.4000	42.1624	40.6624	39.2224
KENOCREE																
74-010 Port Huron Area	50,436	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	40.5885	50.2168
74-120 Memphis Com	425,123	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	39.5885	51.4492
74-130 Yale Public	32,279,071	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	42.8385	52.3225
KIRBALL																
74-010 Port Huron Area	75,511,264	6.0000	18.0000	2.0000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.8610	None	38.8893	38.8912	48.5052
74-100 Marysville Public	23,185,340	6.0000	18.0000	2.9500	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.8610	None	39.8393	37.3912	49.7782
74-120 Memphis Com	106,059	6.0000	18.0000	1.0000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.8610	None	37.8893	37.8912	49.7376
LYNN																
74-040 Capac Com	10,085,501	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	39.4943	47.3279
74-130 Yale Public	5,920,360	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	42.2443	51.7012
76-060 Brown City Com(3)	2,534,278	6.0000	18.0000	1.7500	None	None	0.2184	0.7863	1.7474	5.3869	1.7531	0.9830	0.9830	37.6081	37.5581	45.5742
MUSSEY																
74-040 Capac Com	63,590,431	6.0000	18.0000	1.5000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.9518	1.1422	39.6233	39.5021	47.57
VILLAGE OF CAPAC	17,882,981											11.4538	10.9815	22.4353	22.4353	23.6243
PORT HURON																
74-010 Port Huron Area	139,286,297	6.0000	18.0000	2.0000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	1.0000	5.1442	42.1725	42.6725	52.3067
RILEY																
50-050 Armada (2)	7,076,580	6.0000	18.0000	7.0000	None	None	0.2101	1.8266	None	5.3869	1.7531	0.8516	None	41.0283	41.6283	55.8671
74-040 Capac Com	16,567,180	6.0000	18.0000	1.5000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.8516	None	38.3799	38.3799	46.2185
74-120 Memphis Com	25,393,411	6.0000	18.0000	1.0000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.8516	None	37.8799	37.8799	49.7185
74-130 Yale Public	274,812	6.0000	18.0000	4.2500	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.8516	None	41.1299	41.1299	50.5918

(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 1.9000
 L=Water 1.5000 M=Streets 4.5815 N=Sewer 6.4000 O=Roads .9028 P=Sewer 1.0000 Q=Fire .4514 R=Bus .7900

* Village Taxable also included in Township Taxable

ST. CLAIR COUNTY 1995 TAX RATES
 RATES ARE EXPRESSED AS DOLLARS PER \$1,000 OF TAXABLE VALUATION
 TOTAL 1994 AND 1995 RATES ARE FOR NON-HOMESTEAD PROPERTY

TOWNSHIP, VILLAGE AND SCHOOL DISTRICT	TAXABLE VALUE	K--12 SCHOOLS		COLLEGE		INTERMEDIATE SCHOOLS		COUNTY		TOWNSHIPS		TOTAL 1995 RATE	PREVIOUS 1994 RATE	RATES 1993 RATE
		OPERATING STATE LOCAL	DEBT	VOTED OPER.	DEBT	FIXED OPER.	SP. ED. VOTED	VOC. ED. VOTED	FIXED OPER.	EXTRA VOTED	FIXED OPER.			
ST. CLAIR														
74-050 East China	98,713,643	6,0000	18,0000	2,0000	None	1,4076	None	0,1970	2,3455	0,9382	5,3869	1,7531	0,8424	38,8707
74-100 Marysville Public	33,993,639	6,0000	18,0000	2,9500	None	1,4076	None	0,1970	2,3455	0,9382	5,3869	1,7531	0,8424	39,8207
MALES														
74-010 Port Huron Area	6,804,172	6,0000	18,0000	2,0000	None	1,4076	None	0,1970	2,3455	0,9382	5,3869	1,7531	0,8455	38,8738
74-100 Marysville Public	703,233	6,0000	18,0000	2,9500	None	1,4076	None	0,1970	2,3455	0,9382	5,3869	1,7531	0,8455	39,8238
74-120 Memphis Com	30,876,318	6,0000	18,0000	1,0000	None	1,4076	None	0,1970	2,3455	0,9382	5,3869	1,7531	0,8455	37,8738
74-130 Yale Public	5,133,903	6,0000	18,0000	4,2500	None	1,4076	None	0,1970	2,3455	0,9382	5,3869	1,7531	0,8455	41,1238
CITIES AND SCHOOL DISTRICTS														
CITY OF ALGOMAC														
74-030 Algonac Com	68,184,514	6,0000	18,0000	3,2500	None	1,4076	None	0,1970	2,3455	0,9382	5,3869	1,7531	10,7934	53,8529
CITY OF MARINE CITY														
74-050 East China	74,181,320	6,0000	18,0000	2,0000	None	1,4076	None	0,1970	2,3455	0,9382	5,3869	1,7531	17,4000	61,4283
CITY OF MARYSVILLE														
74-100 Marysville Public	240,272,735	6,0000	18,0000	2,9500	None	1,4076	None	0,1970	2,3455	0,9382	5,3869	1,7531	12,1100	55,7883
CITY OF MEMPHIS														
74-120 Memphis Com	4,926,606	6,0000	18,0000	1,0000	None	1,4076	None	0,1970	2,3455	0,9382	5,3869	1,7531	16,2660	53,2943
CITY OF PORT HURON														
74-010 Port Huron Area	450,982,873	6,0000	18,0000	2,0000	None	1,4076	None	0,1970	2,3455	0,9382	5,3869	1,7531	11,3376	54,8003
CITY OF ST. CLAIR														
74-050 East China	128,845,110	6,0000	18,0000	2,0000	None	1,4076	None	0,1970	2,3455	0,9382	5,3869	1,7531	12,8393	54,2729
CITY OF YALE														
74-130 Yale Public	20,990,786	6,0000	18,0000	4,2500	None	1,4076	None	0,1970	2,3455	0,9382	5,3869	1,7531	13,1280	53,4063
A=Senior Citizen .4694 B=Drug Task Force .2837 C=Library .5000 D=Parks, Rec. .5000 S=Sewer Debt 1.5000 T=Sewer Oper. 2.2812 U=Waste Water Plant 2.0000 V=Sewer/Streets 4.0000 W=Refuse 2.0000 X=Roads 1.5000 Y=Capital Improvement 1.2000 Z=Bus .6000 a=Streets 2.0000 b=Refuse 2.8344 c=Water .3069 d=Sewer 1.0061 e=Sewer Separation 1.2526 f=Streets .8397														

1995 TOTAL TAX RATE OF 53 TAX LEVYING JURISDICTIONS WITH CHANGE FROM 1994 RATE
Changes Expressed as Dollars per \$1,000 of Taxable Value

1995 RATE	CHANGE	JURISDICTION	1995 RATE	CHANGE	JURISDICTION
7.1400	0	St. Clair County (c)	16.2660	0.4747	City of Memphis (c)
1.6464	(0.0262)	Berlin Twp. (b)(c)	16.7720	(0.0500)	City of Port Huron (c)
4.1112	0	Brockway Twp. (c)	16.2446	0	City of St. Clair (c)
2.5584	0	Burtchville Twp. (c)	13.1280	0	City of Yale (c)
0.8468	0	Casco Twp. (c)	22.4353	0	Village of Capac (c)
1.9992	0.1687	China Twp. (a)	5.9648	(0.1373)	Village of Emmett (b)(c)
0.6200	0	Clay Twp. (c)	26.0000	0	Port Huron Area Schools 74-010
0.7831	0	Clyde Twp. (c)	27.2500	0	Algonac Community Schools 74-030
0.8596	0	Columbus Twp. (c)	25.5000	0	Capac Community Schools 74-040
0.8006	0	Cottrellville Twp. (c)	26.0000	0	East China Schools 74-050
3.9474	0.1283	East China Twp. (c)	26.9500	2.4500	Marysville Public Schools 74-100
0.9492	0	Emmett Twp. (c)	25.0000	0	Memphis Community Schools 74-120
1.3378	(0.0500)	Fort Gratiot Twp. (c)	28.2500	0	Yale Public Schools 74-130
3.6464	0	Grant Twp. (c)	3.4807	0	St. Clair Co. Interim. Sp., & Voc. Ed. (c)
3.0000	0	Greenwood Twp.	1.4076	0	St. Clair Co. Community College (c)
4.1341	1.5000	Ira Twp. (c)	2.0000	0	P.H. DOWNTOWN DEVELOPMENT AUTHORITY
2.5602	0	Kenockee Twp. (c)	0.6000	(0.0500)	Blue Water Area Transportation (c)
0.8610	(0.0019)	Kimball Twp. (a)(c)	28.6500	(0.2600)	Anchor Bay Schools 50-040
1.9660	0	Lynn Twp. (c)	25.6500	0.1500	Richmond Community Schools 50-180
2.0940	0.1202	Mussey Twp. (c)	31.0000	(0.6000)	Armada Area Schools 50-050
4.1442	(0.5000)	Port Huron Twp. (c)	32.4500	0	Almont Community Schools 44-020
0.8516	0	Riley Twp. (c)	25.7500	0.0500	Brown City Community Schools 76-060
0.8424	0	St. Clair Twp. (c)	28.0000	0.1000	Crosswell-Lexington Comm. Schools 76-080
0.8455	0	Wales Twp. (c)	2.0367	0	Macomb County Interim. & Sp. Ed (c)
14.5746	(0.0895)	City of Algonac (c)	3.2268	0	Lapeer Co. Interim., Sp., & Voc. Ed. (c)
23.4000	0	City of Marine City (c)	2.7521	0	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 95-39

ADOPTING 1996 BUDGET

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 1996; 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 1996 is attached hereto, marked as Exhibit "A".

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

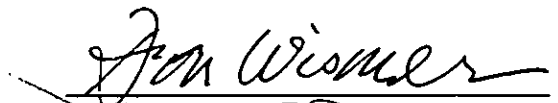


3) That this Resolution constitutes a general appropriations act as required by law.

DATED: November 8, 1995

Reviewed and Approved by:



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

1996 GENERAL FUND
BUDGETED CHANGES IN AVAILABLE FUND BALANCE

Estimated Available Fund Balance - December 31, 1995	\$ 3,559,823
Add: 1996 Budgeted Revenue	34,207,045
Less: 1996 Budgeted Expenditures	<u>34,207,045</u>
Estimated Available Fund Balance - December 31, 1996	<u>\$ 3,559,823</u>

Exhibit "A"

ST. CLAIR COUNTY, MICHIGAN

1996 GENERAL FUND
REVENUE BUDGET COMPARISONS SUMMARY

TOTALS	1994 Actual	1995 Estimated	1995 Budget	1996 Budget
401 Taxes	17,507,956	17,814,700	17,816,200	18,290,650
450 Licenses and permits	182,988	181,000	197,700	197,200
539 State grants	4,313,347	4,343,411	4,377,187	4,742,997
600 Charges for services	2,774,875	2,882,748	2,940,024	3,009,494
655 Fines and forfeits	471,842	523,700	518,200	555,000
664 Interest and rent	873,665	1,209,000	734,616	1,158,800
671 Other revenues and reimbursements	1,395,188	1,810,480	1,847,124	2,089,329
695 Other financing sources	1,457,000	1,344,640	1,346,640	1,062,059
692 Cost allocation	3,657,002	3,776,476	3,776,476	3,101,516
	<u>32,633,862</u>	<u>33,886,155</u>	<u>33,554,167</u>	<u>34,207,045</u>

ST. CLAIR COUNTY, MICHIGAN

**1996 GENERAL FUND
REVENUE BUDGET SUMMARY**

Control Category

Judicial (130):	4,090,595
General Government (170):	27,738,026
Public Safety (300):	1,403,424
Health and Welfare (600):	75,000
Transfers In - Other (931)	<u>900,000</u>
TOTAL REVENUES SUMMARY	<u><u>34,207,045</u></u>

ST. CLAIR COUNTY, MICHIGAN

1996 GENERAL FUND
REVENUE BUDGET SUMMARY

Judicial (130):

131	Circuit Court	196,948
136	District Court	1,901,800
141	Friend of Court	1,682,199
148	Probate Court - Adult	151,024
149	Probate Court - Juvenile	158,624
		<hr/>
		4,090,595

General Government (170):

191	Elections	20,000
219	Clerk - Register	1,174,800
229	Prosecuting Attorney	273,529
253	Treasurer	26,195,067
257	Cooperative extension	8,500
275	Drain Commissioner	66,130
		<hr/>
		27,738,026

Public Safety (300):

301	Sheriff and Patrol	512,324
331	Marine Safety	103,300
351	Jail	563,800
426	Emergency Services	29,500
430	Animal Shelter	194,500
		<hr/>
		1,403,424

Health and Welfare (600):

685	Public Guardian	75,000
		<hr/>

Transfers In - Other (931)

931	Transfers in	900,000
		<hr/>

34,207,045

ST. CLAIR COUNTY, MICHIGAN

1996 GENERAL FUND
EXPENDITURE BUDGET COMPARISON SUMMARY

<u>Control Category</u>	<u>1994 Actual</u>	<u>1995 Estimated</u>	<u>1995 Budget</u>	<u>1996 Budget</u>
Legislative (100):	437,723	481,265	494,752	532,429
Judicial (130):	7,382,732	6,534,643	7,651,567	8,041,099
General Government (170):	6,333,626	6,725,133	6,752,459	7,029,540
Public Safety (300):	8,084,537	8,946,479	9,171,408	8,887,266
Public Works (440):	52,085	80,000	59,000	80,000
Health and Welfare (600):	627,297	632,095	628,512	658,324
Parks and Recreation (750)	100,277	111,207	111,207	-
Other functions control (850):	464,926	512,000	629,822	724,772
Debt Service (905)	16,233	95,000	95,000	93,000
Transfers Out - Appropriation (966)	7,674,493	7,960,440	7,960,440	8,160,615
TOTAL EXPENDITURES SUMMARY	<u>31,173,929</u>	<u>32,078,262</u>	<u>33,554,167</u>	<u>34,207,045</u>

ST. CLAIR COUNTY, MICHIGAN

1996 GENERAL FUND
EXPENDITURE BUDGET SUMMARY

Legislative (100):

101-101	Board of Commissioners	152,462
101-103	Other Legislative Activities	379,967
		<hr/>
		532,429
		<hr/>

Judicial (130):

101-131	Circuit Court	1,790,671
101-136	District Court	2,173,654
101-141	Friend of Court	1,636,640
101-148	Probate Court - Adult	675,333
101-149	Probate Court - Juvenile	1,656,237
101-151	Probation - Adult	108,564
		<hr/>
		8,041,099
		<hr/>

General Government (170):

101-191	Elections	198,101
101-219	Clerk - Register	813,424
101-223	Administrator/Controller	533,661
101-225	Equalization	437,326
101-226	Personnel	186,572
101-229	Prosecuting Attorney	1,727,966
101-234	Stores - Central Supply	35,000
101-243	Lands and Graphics	193,934
101-248	Boundary Commission	200
101-249	Plat Board	300
101-253	Treasurer	410,840
101-257	Cooperative Extension	305,662
101-261	Building Authority	432,000
101-265	Building and Grounds	1,533,017
101-275	Drain Commissioner	210,537
101-291	County Agricultural Society	5,000
101-296	County Motor Pool	6,000
		<hr/>
		7,029,540
		<hr/>

ST. CLAIR COUNTY, MICHIGAN

1996 GENERAL FUND
EXPENDITURE BUDGET SUMMARY

Public Safety (300):

101-301	Sheriff and Patrol	4,499,933
101-331	Marine Safety	173,133
101-351	Jail	3,839,953
101-426	Emergency Services	118,847
101-428	Livestock Claims	500
101-430	Animal Shelter	254,900
		<u>8,887,266</u>

Public Works (440):

101-445	Drains - Public Benefit	<u>80,000</u>
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Health and Welfare (600):

101-648	Medical Examiner	138,000
101-651	Ambulance - E.M.S.	217,045
101-681	Veterans Burial	25,000
101-682	Veterans Counselor	93,377
101-685	Public Guardian	184,902
		<u>658,324</u>

Other functions control (850):

101-865	Insurance	538,000
101-890	Contingencies	186,772
		<u>724,772</u>

Debt Service (905)

101-905	Debt service	<u>93,000</u>
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Total General Fund Expenditures	<u><u>26,046,430</u></u>
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ST. CLAIR COUNTY, MICHIGAN

1996 GENERAL FUND
EXPENDITURE BUDGET SUMMARY

Transfers Out - Appropriation (966)

999-001	Law Library	6,500
999-002	Soldiers Relief	1,000
999-003	County Road	767,725
999-005	Health Department	2,075,824
999-006	Mental Health	905,207
999-007	Child Care - Probate	2,046,886
999-008	Child Care-Welfare	305,000
999-009	Social Services	208,550
999-010	County Library	970,000
999-011	County Airport	106,805
999-012	Public Improvement	175,000
999-013	County Planning	360,102
999-014	Office Automation	30,000
999-016	Radio Communications	-
999-017	Secondary Road Patrol	50,809
999-018	Insurance Claims	30,000
999-020	Parks and Recreation Millage	111,207
	Community Development Block Grant	10,000
		<u>8,160,615</u>
	Total General Fund Expenditures and Transfers Out	<u><u>34,207,045</u></u>

RESOLUTION 95-38

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 1996 Marine Enforcement Program in an amount not to exceed \$173,133.


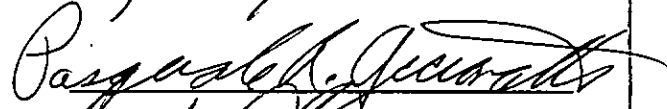

2) All resolutions and parts of resolutions in conflict with this Resolution, are, to the extent of the conflict, hereby rescinded.

DATED: November 8, 1995

Reviewed and Approved by:



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

RESOLUTION 95-37

DISTRIBUTING THE 1996 COUNTY ROAD
APPROPRIATION

WHEREAS, the determination of the Board of County Road Commissioners of County road needs for 1996 has been presented to the St. Clair County Board of Commissioners, and it has been determined to appropriate the sum of \$767,725 from the County General fund.

NOW, THEREFORE, BE IT RESOLVED: that

1) An appropriation of \$ 767,725 to be allocated in the 1996 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.

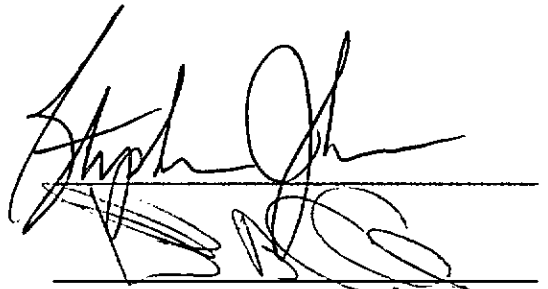
2) All resolutions and parts of resolutions in conflict with this Resolution, are to the extent of the conflict, hereby rescinded.

DATED: November 8, 1995

Reviewed and Approved by:



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



RESOLUTION 95-36

ESTABLISHING SALARIES
OF SPECIFIC COUNTY OFFICERS FOR 1996

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

WHEREAS, the Ways and 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 (1996) effective January 1, 1996.

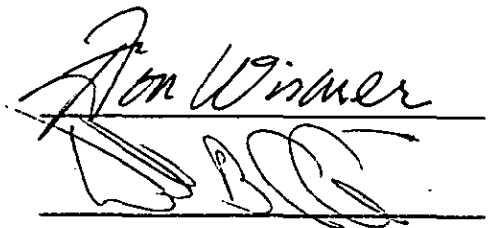
3) All resolutions and parts of resolutions in conflict with this resolution, are, to the extent of the conflict, hereby rescinded.

DATED: November 8, 1995

Reviewed and Approved by:



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





ELECTED OFFICIALS AND DEPUTIES
PROPOSED SALARIES

	<u>1995</u> <u>Salary</u>	<u>Amt. of</u> <u>Increase</u>	<u>1996</u> <u>Salary</u>
<u>ELECTED OFFICIALS</u>			
Drain Commissioner	40,626	1,016	41,642
Treasurer	43,530	1,088	44,618
Clerk-Register	46,604	1,165	47,769
Sheriff	56,771	3,419	60,190
Prosecuting Atty.	77,317	1,933	79,250
Surveyor	10,250	256	10,506
<u>APPOINTED DEPUTIES</u>			
Dep. Drain Commissioner	30,094	752	30,846
Dep. Register of Deeds	30,911	773	31,684
Deputy Clerk	32,020	801	32,821
Deputy Treasurer	32,818	820	33,638
Undersheriff(Lt.48,929)	53,696	1,342	55,038
Chief Asst. Pros.	71,518	1,788	73,306

RESOLUTION 95-35

ESTABLISHING SALARIES OF SPECIFIC CLASSIFICATIONS
SUBJECT TO THE WAGE GRADE PLAN FOR 1996

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 (1996) effective January 1, 1996.

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

DATED: November 8, 1995

Reviewed and Approved by:



Elwood L. Brown
County Corporation Counsel
301 County Building
Port Huron, MI 48060







WAGE PLAN
CLASSIFI. SCHEDULE

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

APPOINTED DEPUTIES

501	Deputy Drain Commissioner
502	Deputy Register of Deeds
503	Deputy Clerk
504	Deputy Treasurer
505	Undersheriff
506	Chief Assistant Prosecuting Attorney

ELECTED OFFICIALS

600	Surveyor
601	Drain Commissioner
602	Treasurer
603	Clerk-Register
604	Sheriff
605	Prosecuting Attorney

1995
WAGE & GRADE
SCHEDULE

ADMINISTRATOR/CONTROLLER

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

ANIMAL SHELTER

112 - Animal Control Officer

BUILDING OPERATIONS & MAINTENANCE

118 - Building & Grounds Supervisor
139 - Superintendent

CIRCUIT COURT

074 - Clerk Typist I
074 - Video Clerk
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
502 - Deputy Register of Deeds
503 - Deputy Clerk
603 - Clerk-Register

COOPERATIVE EXTENSION

099 - 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 Prog. Coord.
223 - Administrator/Magistrate
+ \$10,000. Magistrate Pay

DRAIN COMMISSION

501 - Deputy Drain Commissioner
601 - Drain Commissioner

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
133 - Systems Coordinator

LANDS & GRAPHICS

107 - Property Survey Supervisor

LIBRARY

133 - Computer Systems Coordinator
136 - Librarian III

MENTAL HEALTH

094 - Reimbursement Manager

11/03/95

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

PARKS & RECREATION MILLAGE FUND

170 - PARKS & RECREATION DIRECTOR

PERSONNEL

088 - Account Clerk II
088 - Secretary
169 - Labor Relations Director
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.
506 - Chief Assistant Prosecuting Attorney
605 - Prosecuting Attorney

PUBLIC GUARDIAN

125 - Public Guardian

PUBLIC HEALTH

112 - WIC Director
114 - Health Educator
114 - Program/Prevention Coordinator
134 - Microbiologist
134 - Director of Health Education
& Planning
137 - Quality Assurance Coordinator
147 - PHN II/Clinic Coordinator
157 - Substance Abuse Coordinator
162 - Environmental Health Director
166 - Nursing Director

RECYCLING

088 - Resource Recovery Coordinator

SHERIFF

505 - Undersheriff

SHERIFF - JAIL

094 - Food Services Supervisor
604 - Sheriff

SURVEYOR

600 - Surveyor

TREASURER

504 - Deputy Treasurer
602 - Treasurer

VETERAN'S AFFAIRS

099 - Veteran's Counselor

JOB CLASS SELECTED- *ALL SELECTED YEAR 1995 INCREASE 2.50 % FOR YEAR 1996

GRADE	STEP	# 1	# 2	# 3	# 4	# 5	# 6	# 7
070		18,644	19,015	19,395	20,170	20,976	21,814	22,687
071		18,849	19,224	19,608	20,391	21,207	22,055	22,937
072		19,053	19,433	19,821	20,614	21,437	22,295	23,187
073		19,258	19,642	20,035	20,835	21,669	22,534	23,436
074		19,463	19,851	20,248	21,057	21,898	22,773	23,685
075		19,668	20,060	20,461	21,279	22,131	23,015	23,936
076		19,873	20,269	20,674	21,501	22,360	23,254	24,184
077		20,078	20,478	20,887	21,723	22,592	23,495	24,435
078		20,283	20,688	21,101	21,944	22,822	23,734	24,683
079		20,488	20,897	21,314	22,166	23,052	23,973	24,932
080		20,692	21,105	21,526	22,387	23,282	24,213	25,181
081		20,897	21,314	21,739	22,608	23,511	24,452	25,430
082		21,102	21,523	21,952	22,830	23,743	24,692	25,679
083		21,307	21,732	22,166	23,052	23,973	24,931	25,928
084		21,512	21,941	22,380	23,275	24,205	25,173	26,180
085		21,717	22,150	22,593	23,496	24,435	25,413	26,430
086		21,922	22,359	22,806	23,717	24,667	25,653	26,680
087		22,127	22,569	23,020	23,941	24,897	25,893	26,929
088		22,331	22,778	23,233	24,161	25,127	26,131	27,177
089		22,536	22,987	23,446	24,383	25,357	26,372	27,427
090		22,741	23,195	23,658	24,603	25,587	26,610	27,675
091		22,946	23,404	23,871	24,826	25,818	26,850	27,923
092		23,151	23,613	24,084	25,047	26,048	27,090	28,172
093		23,356	23,822	24,298	25,269	26,280	27,331	28,424
094		23,561	24,031	24,511	25,492	26,511	27,570	28,673
095		23,766	24,240	24,724	25,713	26,740	27,810	28,922
096		23,970	24,449	24,937	25,935	26,972	28,049	29,172
097		24,175	24,658	25,150	26,156	27,201	28,289	29,421
098		24,380	24,868	25,365	26,378	27,433	28,530	29,671
099		24,585	25,077	25,578	26,600	27,663	28,770	29,920
100		24,790	25,285	25,790	26,820	27,893	29,008	30,168
101		24,995	25,494	26,003	27,044	28,124	29,248	30,419
102		25,200	25,703	26,216	27,265	28,356	29,489	30,669
103		25,405	25,912	26,430	27,486	28,585	29,728	30,918
104		25,609	26,121	26,643	27,708	28,816	29,968	31,167
105		25,814	26,330	26,856	27,930	29,046	30,208	31,416
106		26,019	26,539	27,069	28,152	29,277	30,448	31,664
107		26,224	26,747	27,282	28,373	29,508	30,687	31,914
108		26,429	26,956	27,496	28,594	29,738	30,927	32,163
109		26,634	27,166	27,709	28,817	29,969	31,168	32,415
110		26,839	27,374	27,921	29,038	30,200	31,406	32,663
111		27,044	27,583	28,134	29,260	30,430	31,647	32,913
112		27,248	27,792	28,348	29,482	30,661	31,887	33,162
113		27,453	28,001	28,562	29,703	30,890	32,126	33,411
114		27,658	28,210	28,775	29,925	31,122	32,365	33,660
115		27,863	28,419	28,988	30,146	31,352	32,605	33,909
116		28,068	28,628	29,200	30,368	31,582	32,845	34,158
117		28,273	28,837	29,413	30,589	31,812	33,084	34,408
118		28,478	29,046	29,627	30,810	32,043	33,324	34,657
119		28,683	29,256	29,840	31,033	32,274	33,565	34,907
120		28,887	29,464	30,052	31,254	32,503	33,802	35,155

JOB CLASS SELECTED- *ALL SELECTED YEAR 1995 INCREASE 2.50 % FOR YEAR 1996

GRADE	# 1	# 2	# 3	# 4	# 5	# 6	# 7
121	29,092	29,673	30,265	31,476	32,734	34,043	35,405
122	29,297	29,882	30,478	31,697	32,964	34,283	35,654
123	29,502	30,091	30,692	31,920	33,196	34,522	35,903
124	29,707	30,300	30,905	32,141	33,425	34,762	36,152
125	29,912	30,509	31,118	32,362	33,657	35,003	36,403
126	30,117	30,718	31,332	32,584	33,887	35,243	36,652
127	30,322	30,927	31,545	32,807	34,119	35,483	36,903
128	30,526	31,136	31,759	33,029	34,349	35,722	37,151
129	30,731	31,346	31,972	33,250	34,579	35,962	37,400
130	30,936	31,554	32,184	33,470	34,809	36,201	37,649
131	31,141	31,763	32,397	33,693	35,040	36,441	37,898
132	31,346	31,972	32,610	33,914	35,270	36,681	38,148
133	31,551	32,181	32,824	34,136	35,501	36,921	38,398
134	31,756	32,390	33,037	34,358	35,732	37,160	38,648
135	31,961	32,599	33,250	34,579	35,962	37,400	38,897
136	32,165	32,808	33,463	34,809	36,194	37,642	39,148
137	32,370	33,017	33,676	35,023	36,424	37,880	39,395
138	32,575	33,226	33,890	35,246	36,654	38,120	39,644
139	32,780	33,436	34,104	35,467	36,886	38,361	39,894
140	32,985	33,644	34,316	35,687	37,114	38,598	40,143
141	33,190	33,853	34,529	35,909	37,346	38,838	40,392
142	33,395	34,062	34,742	36,131	37,575	39,078	40,641
143	33,600	34,270	34,956	36,353	37,807	39,319	40,891
144	33,803	34,479	35,169	36,574	38,037	39,558	41,140
145	34,008	34,688	35,382	36,798	38,268	39,798	41,390
146	34,213	34,897	35,595	37,019	38,499	40,039	41,640
147	34,418	35,106	35,808	37,240	38,730	40,277	41,889
148	34,623	35,315	36,022	37,462	38,960	40,518	42,140
149	34,828	35,524	36,235	37,684	39,191	40,758	42,389
150	35,033	35,733	36,447	37,905	39,420	40,997	42,637
151	35,238	35,942	36,660	38,126	39,651	41,236	42,885
152	35,442	36,151	36,873	38,348	39,882	41,477	43,135
153	35,647	36,360	37,088	38,571	40,113	41,718	43,385
154	35,852	36,569	37,301	38,792	40,343	41,955	43,633
155	36,057	36,778	37,514	39,014	40,574	42,196	43,884
156	36,262	36,988	37,727	39,236	40,804	42,436	44,133
157	36,467	37,196	37,940	39,457	41,035	42,677	44,384
158	36,672	37,405	38,154	39,679	41,265	42,916	44,633
159	36,877	37,614	38,367	39,900	41,496	43,156	44,882
160	37,081	37,823	38,579	40,122	41,726	43,394	45,130
161	37,286	38,032	38,791	40,342	41,954	43,632	45,378
162	37,491	38,241	39,004	40,564	42,187	43,874	45,629
163	37,696	38,450	39,218	40,787	42,417	44,113	45,878
164	37,901	38,659	39,431	41,008	42,648	44,353	46,128
165	38,106	38,868	39,644	41,230	42,878	44,593	46,377
166	38,311	39,077	39,857	41,451	43,109	44,834	46,627
167	38,516	39,286	40,071	41,673	43,339	45,073	46,875
168	38,720	39,495	40,285	41,895	43,571	45,312	47,124
169	38,925	39,704	40,498	42,116	43,800	45,552	47,373
170	39,130	39,912	40,710	42,337	44,030	45,791	47,622
171	39,335	40,122	40,923	42,560	44,262	46,032	47,874

JOB CLASS SELECTED- *ALL SELECTED YEAR 1995 INCREASE 2.50 % FOR YEAR 1996

GRADE	# 1	# 2	# 3	# 4	# 5	# 6	# 7
172	39,540	40,331	41,136	42,781	44,492	46,271	48,122
173	39,745	40,540	41,350	43,003	44,723	46,511	48,372
174	39,950	40,749	41,563	43,225	44,953	46,750	48,621
175	40,155	40,958	41,776	43,447	45,184	46,991	48,871
176	40,359	41,167	41,989	43,668	45,415	47,231	49,120
177	40,564	41,376	42,202	43,889	45,645	47,471	49,369
178	40,769	41,585	42,416	44,112	45,876	47,710	49,618
179	40,974	41,794	42,629	44,334	46,107	47,951	49,869
180	41,179	42,001	42,841	44,555	46,337	48,190	50,118
181	41,384	42,211	43,055	44,776	46,567	48,428	50,365
182	41,589	42,420	43,268	44,999	46,798	48,669	50,616
183	41,794	42,629	43,482	45,220	47,028	48,909	50,865
184	41,998	42,838	43,695	45,441	47,260	49,150	51,115
185	42,203	43,047	43,908	45,664	47,489	49,389	51,364
186	42,408	43,256	44,121	45,885	47,720	49,627	51,612
187	42,613	43,465	44,334	46,107	47,951	49,868	51,863
188	42,818	43,674	44,548	46,329	48,182	50,108	52,113
189	43,023	43,883	44,761	46,551	48,413	50,349	52,363
190	43,228	44,091	44,973	46,772	48,641	50,587	52,610
191	43,433	44,301	45,186	46,993	48,873	50,827	52,860
192	43,637	44,510	45,399	47,216	49,103	51,067	53,109
193	43,842	44,719	45,613	47,437	49,334	51,307	53,359
194	44,047	44,928	45,826	47,658	49,564	51,547	53,610
195	44,252	45,137	46,040	47,880	49,795	51,785	53,858
196	44,457	45,346	46,253	48,102	50,025	52,026	54,108
197	44,662	45,555	46,466	48,325	50,257	52,267	54,357
198	44,867	45,764	46,680	48,546	50,487	52,507	54,607
199	45,072	45,973	46,893	48,767	50,718	52,745	54,855
200	45,276	46,181	47,105	48,989	50,948	52,985	55,104
201	45,481	46,390	47,318	49,210	51,178	53,225	55,353
202	45,686	46,600	47,531	49,432	51,409	53,465	55,607
203	45,891	46,810	47,746	49,656	51,643	53,708	55,856
204	46,096	47,019	47,959	49,878	51,872	53,948	56,105
205	46,301	47,227	48,171	50,098	52,102	54,186	56,353
206	46,506	47,436	48,384	50,319	52,332	54,425	56,603
207	46,711	47,645	48,597	50,542	52,563	54,665	56,852
208	46,915	47,854	48,811	50,763	52,794	54,906	57,102
209	47,120	48,063	49,025	50,985	53,024	55,145	57,352
210	47,325	48,272	49,238	51,208	53,256	55,387	57,603
211	47,530	48,481	49,451	51,429	53,487	55,626	57,851
212	47,735	48,691	49,664	51,651	53,716	55,865	58,100
213	47,940	48,900	49,877	51,871	53,947	56,104	58,348
214	48,145	49,108	49,990	52,094	54,176	56,344	58,597
215	48,350	49,317	50,303	52,315	54,408	56,583	58,846
216	48,554	49,525	50,516	52,536	54,638	56,823	59,095
217	48,759	49,734	50,729	52,758	54,869	57,064	59,346
218	48,964	49,943	50,943	52,981	55,100	57,305	59,597
219	49,169	50,152	51,156	53,259	55,332	57,545	59,847
220	49,374	50,361	51,369	53,424	55,561	57,783	60,095
221	49,579	50,570	51,582	53,646	55,792	58,023	60,344
222	49,784	50,780	51,796	53,868	56,022	58,263	60,594

JOB CLASS SELECTED- *ALL SELECTED YEAR 1995 INCREASE 2.50 % FOR YEAR 1996

GRADE	# 1	# 2	# 3	# 4	# 5	# 6	# 7
223	49,989	50,989	52,009	54,088	56,252	58,502	60,842
224	50,193	51,198	52,223	54,311	56,484	58,743	61,092
225	50,398	51,406	52,435	54,532	56,713	58,981	61,341
226	50,603	51,615	52,648	54,753	56,944	59,221	61,591
227	50,808	51,824	52,861	54,976	57,176	59,462	61,841
228	51,013	52,033	53,075	55,197	57,406	59,703	62,090
229	51,218	52,242	53,288	55,420	57,636	59,941	62,338
230	51,423	52,451	53,500	55,640	57,865	60,180	62,587
231	51,628	52,660	53,713	55,861	58,096	60,421	62,837
232	51,832	52,870	53,926	56,084	58,327	60,660	63,086
233	52,037	53,079	54,139	56,305	58,557	60,899	63,336
234	52,242	53,288	54,353	56,527	58,788	61,139	63,588
235	52,447	53,496	54,566	56,748	59,018	61,380	63,835
236	52,652	53,705	54,780	56,972	59,250	61,619	64,084
237	52,857	53,914	54,993	57,193	59,480	61,860	64,334
238	53,062	54,123	55,205	57,413	59,710	62,099	64,582
239	53,267	54,332	55,419	57,635	59,940	62,337	64,831
240	53,471	54,541	55,632	57,857	60,172	62,578	65,082
241	53,676	54,750	55,845	58,079	60,401	62,818	65,331
242	53,881	54,959	56,058	58,300	60,633	63,059	65,582
243	54,086	55,169	56,271	58,522	60,863	63,298	65,830
244	54,291	55,378	56,485	58,745	61,094	63,538	66,079
245	54,496	55,586	56,698	58,966	61,325	63,778	66,328
246	54,701	55,851	56,910	59,187	61,554	64,016	66,577
247	54,906	56,004	57,123	59,409	61,785	64,256	66,826
248	55,110	56,213	57,336	59,630	62,016	64,496	67,076
249	55,315	56,422	57,550	59,852	62,246	64,736	67,326
250	55,520	56,631	57,764	60,073	62,477	64,976	67,575
501	26,720	27,201	27,698	28,704	29,753	30,846	0
502	27,564	28,046	28,540	29,544	30,592	31,684	0
503	28,405	28,921	29,450	30,527	31,650	32,821	0
504	29,386	29,883	30,393	31,430	32,510	33,638	0
505	47,409	48,304	49,219	51,086	53,025	55,038	0
506	63,215	64,402	65,607	68,075	70,636	73,306	0
600	0	0	0	0	0	0	10,506
601	0	0	0	0	0	0	41,642
602	0	0	0	0	0	0	44,618
603	0	0	0	0	0	0	47,769
604	0	0	0	0	0	0	58,190
605	0	0	0	0	0	0	79,250

DEPUTY DEPT. COMMISSIONER
 DEPUTY REGISTER OF DEEDS
 DEPUTY ALERK
 DEPUTY TREASURER
 UNDERSECRETARY
 CHIEF ASST. PROSECUTOR
 SURVEYOR
 DAVID COMMISSIONER
 TREASURER
 CLERK-REGISTER
 SHERIFF
 PROSECUTOR

RESOLUTION 95-34

OPPOSING DIVERSION OF LOCAL TRANSPORTATION FUNDS
FOR STATE PROJECTS

WHEREAS, the St. Clair County Transportation Study, known as SCOTTS is part of the federally mandated 3-C process, which represents a continuing comprehensive and coordinated planning process for all census defined urban areas over 50,000.

WHEREAS, the spirit and intent of the Intermodal Surface Transportation Efficiency Act of 1996 (ISTEA) places an emphasis on planning and programming transportation projects with limited resources, which requires Federal, State and Regional Representatives to sit down to cooperate in developing a plan and to program transportation improvements.

WHEREAS, the intent of ISTEA is to encourage cooperation to let decisions be made at the local level with all concerned parties and affected individuals, which requires more proactive public involvement, being involved from the beginning has worked well since the inception of ISTEA legislation.

WHEREAS, all transportation providers and users agreed to come together to discuss the issues and work out compromises and solutions amicable to all and this has worked well.

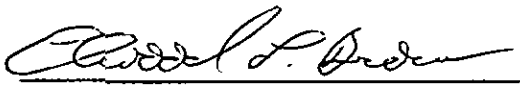
WHEREAS, the Governor and Director of MDOT have recently announced that \$192 million will be diverted from county road commissions, cities and villages to be used for major state road projects, thus affecting many previously scheduled projects that have gone through the 3-C process.


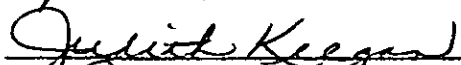
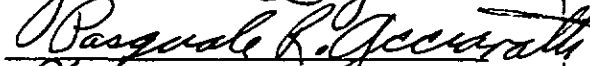
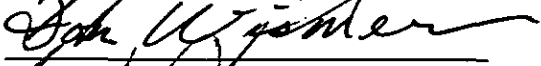

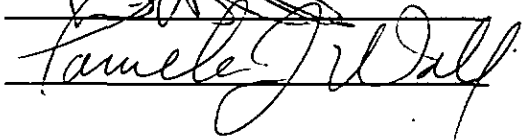
NOW, THEREFORE, LET IT BE RESOLVED, that the St. Clair County Board of Commissioners opposes any diversion of Surface Transportation Funds from St. Clair County to be used on State Road projects.

AND BE IT FURTHER RESOLVED, that the St. Clair County Board of Commissioners requests the Governor and State legislature to begin working together to find a dedicated source of funds for road projects, be it a gas tax or other source.

DATED: November 8, 1995

Reviewed and Approved by:


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

ST. CLAIR COUNTY TRANSPORTATION STUDY MEMORANDUM

TO: Donald Dodge, Administrator/Controller
FROM: Gordon Ruttan, Planning Director
DATE: October 25, 1995
SUBJECT: Diverting Local Transportation Funds For State Projects

SCCOTS would like you to schedule this topic for discussion at the next Public Works meeting so that it can be reported back to the full Board. The Governor has attempted to divert \$192 million in federal funds from local projects to the state. The logic is that "...we have been extremely generous with local government, now the state has needs and we're going to take care of them."

This will mean that projects for St. Clair County will be in jeopardy, projects currently scheduled for construction may not happen. There is probably a certain amount of political posturing because of the gas tax issue, however a great deal is at stake for St. Clair County. SCCOTS would appreciate it if the County Board could take action to approve this resolution.

The resolution requests that the Governor not divert federal funds from St. Clair County to complete state projects. If you have questions or wish my staff to be present at either of the meetings, please call.

RECEIVED
OCT 25 1995
S. C. C. M. P. C.

URGENT ACTION REQUESTED

October 19, 1995

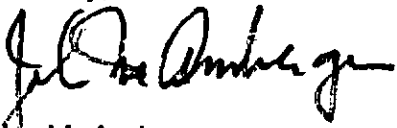
Dear Southeast Michigan Leader:

As you have probably heard, the Governor and the Michigan Department of Transportation (MDOT) have found a way to unilaterally change Southeast Michigan's transportation funding process. Essentially by using their obligation authority under ISTEA, the State plans to use federal and state funds previously approved for local projects to instead fund projects that up to this time were the State's responsibility.

Basically we have no quarrel with the projects funded. All are within the Southeast Michigan Transportation Improvement Program (TIP) approved by SEMCOG's Executive Committee. We do object to forcing local governments to rob Peter to pay Paul. The result of these actions will be that the benefits of literally hundreds of important local projects will be delayed, if not lost.

The real problem is that the Legislature and the Governor have not been able to agree on a needed Gas Tax hike. I urge you and your community to contact the Governor and Legislators demanding that they pass a Gas Tax which would facilitate a real answer to our road needs. I have attached a sheet that makes three important points. Please use them as you detail how these cuts will hurt your, or a neighboring, community.

Sincerely,



John M. Amberger
Executive Director

JMA:bjo
attachment
MAILERT.JMA

Governor John Engler and State Transportation Director Patrick Nowak announced Wednesday a plan for funding the continuation of several "Build Michigan" projects by redirecting "a portion of available federal aid away from local projects to major projects of regional and statewide significance."

1. This emphasizes the now desperate need for a gas tax in Michigan.

Actions by the Governor and Michigan Department of Transportation to redirect available transportation funds away from local governments to state road projects underscores the need for increased road funding through a gas tax. As the Governor has noted in his announcement of the redirection of funds, "we continue to look for ways to fund needed state transportation improvements." That way is clearly the gas tax which has been proposed and pursued for more than two years now, unsuccessfully.

2. This solution is, at best, a band aid, and an infected one at that.

While this short term band aid fix moves a handful of much-needed major projects forward, in the long term, it spells disaster for local roads and highways, which are as desperately in need of maintenance as are state highways and freeways. In possible jeopardy are 350 transportation projects in more than 50 communities, involving as much as \$272,000 in federal funds and \$204,000 in local funds.

3. While MDOT apparently can redirect funds unilaterally, doing so strains significantly the long-time partnership between MDOT and SEMCOG's local government members.

All transportation projects in Southeast Michigan which use federal money are customarily approved in the region's Transportation Improvement Program (TIP), which is approved annually by SEMCOG in partnership with MDOT. Because of the potentially serious harm to much-needed local transportation projects, it would be very disappointing if MDOT chooses to use a technical opportunity for unilateral action, forsaking the highly effective partnership which both parties have held up as a national model for state/local cooperation.

October 19, 1995

RESOLUTION 91-38

ENDORING THE MICHIGAN MOTOR FUEL TAX INCREASE

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

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

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

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

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

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

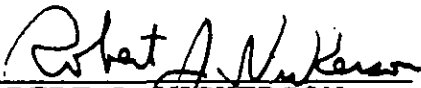
WHEREAS, the St. Clair County Board of Commissioners endorses the following:


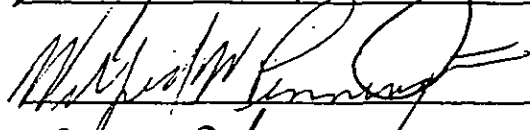


- 1) Increase the fuel tax by:
 - a. removing the 15 cent per gallon tax rate limit with a sunset provision, with a limit of two years, and allowing the fuel tax formula to work,
 - b. changing the present fuel tax formula base from 12 to 13, and,
 - c. replacing the maintenance index factor in the fuel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

NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners urges the Michigan legislature and the Governor to substantially increase transportation funding and provide for future growth for county governments to build, operate and maintain roads and bridges; and forward a copy of this Resolution to Michigan Governor John Engler, State Senator Dan DeGrow, State Representatives Terry London and Keith Muxlow, and Michigan Department of Transportation.

DATED: November 13, 1991

Reviewed and Approved by:


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

RESOLUTION 95- 33

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 Board 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:

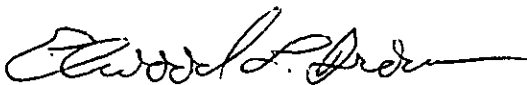
1) That for the year 1996, the "Per Diem" to be paid to members of Board and Commissions appointed by the St. Clair County Board of Commissioners, shall be \$30.00 per day, plus such mileage allowance for travel as the Board of Commissioners from time to time may determine.

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.

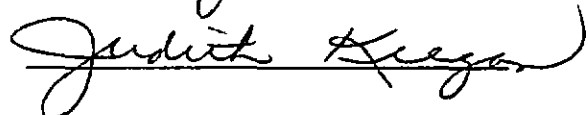
DATED: October 25, 1995

Reviewed and approved by:



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



RESOLUTION 95-32

APPROVING TITLE IV-D MEDICAL SUPPORT ENFORCEMENT
CONTRACT AGREEMENT FOR FRIEND OF THE COURT

WHEREAS, the Friend of the Court has received approval of a Title IV-D Medical Support Enforcement Agreement with the Michigan Department of Social Services beginning October 1, 1995 and ending September 30, 1996.

NOW, THEREFORE, BE IT RESOLVED: that


1) The Department of Social Services Title IV-D Medical Support Enforcement Agreement, be and hereby is approved in its entirety; and


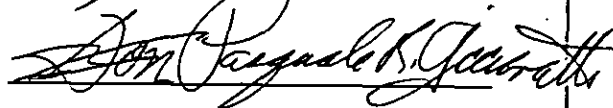
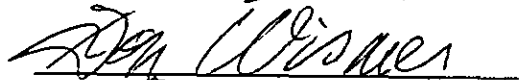
2) The Chairperson of the County Board of Commissioners and the St. Clair County Clerk are hereby authorized to execute said Agreement on behalf of the County Board of Commissioners.

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

DATED: October 25, 1995

Reviewed and Approved by:


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

RESOLUTION 95-31

APPROVING CONTRACT BETWEEN THE MICHIGAN DEPARTMENT OF
SOCIAL SERVICES AND THE JUVENILE DIVISION OF ST. CLAIR
COUNTY PROBATE COURT

WHEREAS, the Michigan Department of Social Services proposed to enter into contract with the Juvenile Division of the St. Clair County Probate Court for the purpose of purchasing Day Treatment services for delinquent youth, who without this service would be placed in residential treatment facilities or foster care at greater cost to the State and County; and

WHEREAS, payment shall be made on the basis of the contract budget, a copy of which is attached hereto and made a part hereof, provided that no more than five hundred forty five thousand dollars (\$545,000) shall be paid from State funds during the first year of this agreement.

NOW, THEREFORE, BE IT RESOLVED: that

1. The St. Clair County Board of Commissioners does hereby approve the execution of the contract between the Juvenile Division of St. Clair County Probate Court 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.

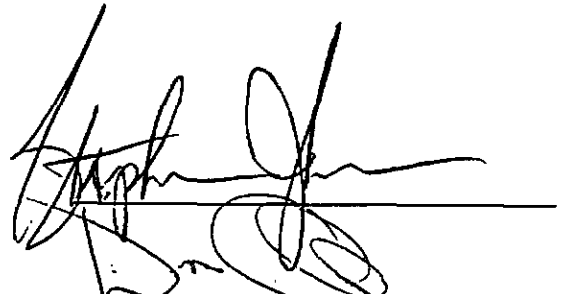
3. All resolutions and parts of resolutions, insofar as the same conflict with the provisions of this resolution be, and the same are hereby rescinded.

DATED: October 25, 1995

Reviewed and Approved by:



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



PART I - TO BE COMPLETED BY THE PRINTING AUTHORITY

**REQUEST FOR APPROVAL
TO CONTRACT FOR
PERSONAL SERVICES**

DOCUMENTS SENT TO: _____ DATE _____

DMB CONTRACT ADMIN. DIVISION

CERTIFICATION OF NOTICE:

LABOR ORGANIZATION(S) _____ LABOR ORGANIZATION CODE(S) _____

HERE NOTICE OF INTENT POSTING _____

2. REQUESTING DEPARTMENT: **Social Services**

3. AGENCY/BUREAU/FACILITY: **Field Services/St. Clair Co.**

4. LOCATION OF PROPOSED EMPLOYMENT: **St. Clair County**

5. ACCT. NO./COST CENTER/OBJECT CODE: **72450/6155/437600**

6. SOC. SEC. NO. OR FED. ID NO.: **38-6006420**

7. RATE (Flat Fee, Hourly, Daily): **Actual Cost per**

TOTAL \$ AMOUNT (CUMULATIVE, IF AMENDMENT): **\$1,635,000**

8. VENDOR (LAST NAME FIRST): **Juvenile Division, St. Clair County Probate Court**

EARLY RETIREE? (Y/N)

10. COMPLETE ONLY FOR: AMENDMENT OR RENEWAL

ORIGINAL REFERENCE CODE: _____

Fiscal Year: _____ Dept/Agency Code: _____ Fiscal Year Sequence No.: _____ Total # Times Amended or Renewed: _____

9. REFERENCE CODE: **984308**

FUND SOURCE:

SERVICE TYPE CODE: _____

SPS/IC: **I**

Fiscal Year: _____ Dept/Agency Code: _____ Fiscal Year Sequence No.: _____

Enter G, M, F or R: _____

Enter S or I: _____

BEGINNING DATE: **010196**

ENDING DATE: **093098**

AMOUNT TO BE DISBURSED FOR PERSONAL SERVICES: **1635000**

IF MULTI YEAR REQUEST, AMOUNT TO BE DISBURSED IN FIRST 12 MONTHS: **545000**

NEW BEGINNING DATE: _____

NEW ENDING DATE: _____

ADDITIONAL OR NEW AMOUNT TO BE DISBURSED FOR PERSONAL SERVICES: _____

HAS ANY OTHER CONDITION UPON WHICH LAST APPROVAL WAS BASED BEEN CHANGED? (Y/N)

IF MULTI YEAR RENEWAL, AMOUNT TO BE DISBURSED IN FIRST 12 MONTHS: _____

11. BRIEF SUMMARY OF SERVICE(S) TO BE PURCHASED:

A Day Treatment and Surveillance Program for Youth 12-17 years of age who are Act 150 or Delinquent State Wards, and who, except for services provided through the proposed contract, would be placed in out-of-home care.

12. DESIGNATION OF CIVIL SERVICE RULE 4-6.3 STANDARD(S) UNDER WHICH APPROVAL IS BEING SOUGHT

A. RULE 4-6.3(A) TEMPORARY, INTERMITTENT, OR IRREGULAR Justification is provided below.

B. RULE 4-6.3(B) SPECIALIZED, TECHNICAL, PECULIAR OR UNIQUE Justification is provided below.

C. RULE 4-6.3(C) REQUIRES EQUIPMENT OR MATERIALS NOT REASONABLY AVAILABLE Appropriate PERM Analysis, Part III schedule is attached.

D. RULE 4-6.3(D) SUBSTANTIAL SAVINGS COMPARED WITH CLASSIFIED SERVICE RFP work statement and appropriate PERM Analysis, Part III schedule is attached.

Day treatment involves daily classroom activity/instruction, a service not provided by local Department of Social Services staff.

13. NUMBER OF CLASSIFIED EMPLOYEES IN PROGRAM AREA WHO WILL OR MAY BE AFFECTED BY APPROVAL OF THIS REQUEST: **0**

EMPLOYEE REEMPLOYMENT PROVISIONS, IF ANY (ENTER R, H, L, AND/OR O): **NA**

NUMBER OF POSITIONS ELIMINATED: **NA**

ATTACH DATA REGARDING # OF EMPLOYEES AFFECTED BY TYPE OF EFFECT AND BARGAINING UNIT: _____

PROJECTED COST SAVINGS TO THE STATE OVER THE LIFE OF THE CONTRACT: _____

14. SIGNATURE OF BUREAU HEAD OR PROGRAM ADMINISTRATOR: _____ DATE: _____

15. SIGNATURE OF APPOINTING AUTHORITY: _____ DATE: _____

16. NAME/PHONE # OF CONTACT PERSON: **Charles Miller (810) 984-7507**

PART II - TO BE COMPLETED BY DMB CONTRACT ADMINISTRATION DIVISION

RECEIPT DATE: _____ DATE RETURNED TO APPOINTING AUTHORITY: _____ DATE FORWARDED TO DEPT. OF CIVIL SERVICE: _____

PART III - TO BE COMPLETED BY DCS PLANNING AND DEVELOPMENT BUREAU

DATE RECEIVED BY DCS: _____

APPROVAL: THE REQUEST MEETS THE FOLLOWING DESIGNATED STANDARD(S) OF RULE 4-6.3 A B C D

DENIAL: THE REQUEST DOES NOT MEET THE DESIGNATED STANDARD(S) OF RULE 4-6.3

DATE CHANGE: RATE CHANGE:

BRIEF SUMMARY OF ACTION: _____

SIGNATURE OF REVIEWER: _____ DATE: _____ SIGNATURE OF ADMINISTRATOR: _____ DATE: _____ DATE PROCESSED OUT: _____

**MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET
STATE ADMINISTRATIVE BOARD
CONTRACT ABSTRACT**

1. DEPARTMENT Department of Social Services		AGENCY/FACILITY St. Clair County D.S.S.	
2. CONTRACTOR'S NAME Juvenile Division, St. Clair County Probate Court		FEDERAL ID NO. SOCIAL SECURITY NO. 38-6006420	
3. ADDRESS 201 McMorran Blvd. Port Huron, MI 48060		CONTRACT NO. AMENDMENT NO. FBA-96-74001	
		CIVIL SERVICE NO. (If Applicable) N/A	
4. a) CURRENT CONTRACT AMT. None	b) AMENDMENT AMOUNT None	c) NEW TOTAL \$545,000.00	d) ESTIMATED CURRENT YR. COST \$545,000.00
5. DESCRIPTION OF CONTRACT/OBJECTIVES A Day Treatment and Surveillance Program for Youth who, except for services provided through the proposed contract, would be placed in out-of-home care.			
6. IMPACT IF CANCELLED OR NOT STARTED Youth will be placed in foster care or residential treatment facilities at greater cost to state and county.			
7. ACQUISITION METHOD (If Sole Source, Specify Justification) Sole source. The contract is with the St. Clair County Juvenile Division of Probate Court for the purpose of collaboration.			
8. SUMMARY OF BIDS			
BIDDER	CITY/STATE	BIDDER NUMBER	PRICE
N.A.			
9. ORIGINAL CONTRACT TERM January 1, 1996 To September 30, 1998		10. CONTRACT BEING EXTENDED NA TO	
11. FUNDING SOURCE BY PERCENTAGE Performance 100%		12. METHOD OF PAYMENT (i.e., Monthly; Fee For Services, etc.) Monthly	
13. TYPE OF CANCELLATION CLAUSE (i.e., 30 Day Cancellation Clause) 30 Days			
14. DOES THE CONTRACT CONTAIN THE FOLLOWING: a. Non-appropriation Clause <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No b. Business Integrity Clause <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
15. DOES THE CONTRACT INDICATE THAT THE CONTRACTOR WILL COMPLY WITH ALL LAWS, RULES, REGULATIONS THAT MAY PERTAIN TO THE CONTRACT? (Specify Location in the Contract) (GENERAL PROVISIONS) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
16. ADDITIONAL INFORMATION NA			
17. THE UNDERSIGNED CERTIFIES THAT ALL APPROVALS REQUIRED BY THE STATE ADMINISTRATIVE BOARD HAVE BEEN OBTAINED.			
DEPARTMENT/AGENCY APPROVED SIGNATURE _____		DATE _____	

SUBMIT TEN COPIES TO THE STATE ADMINISTRATIVE BOARD

St. Clair County

COMPETITIVE BID EXCEPTION REQUEST
Michigan Department of Social Services

Proposed Sole Source Contractor's Name: Juvenile Division, St. Clair Co. Probate Court	Proposed Contract Amount: \$ 545,000	Contract No: Not Assigned
Services to be Provided: A Day treatment and Surveillance Program for 20 youth 12-17 years of age who are Act 10 or Delinquent State Wards who otherwise would be placed out-of-home.	Proposed Effective Dates: January 1, 1996	Program: Delinquency

INSTRUCTIONS: Use this form to obtain an exception to bid (sole source) for a contract that meets either Standard A or B on back of form. This form should be completed and signed by the Contract Initiator and forwarded to the Zone Manager (local office contracts) or Central Office Bureau/Office Director (central office contracts) for approval. Attach a description of service(s) and CS-138, if required for the proposed contract. The Zone Manager or the Central Office Bureau/Office Director should forward the form and attachments to OFCMS or OCM. See back of form for a complete list of competitive bid exemptions and required documentation.

RATIONALE:
 This contract represents a jointly funded collaborative service with the Juvenile Division of St. Clair County Probate Court. All services will be provided directly by Court personnel. Contract costs will be actual as reflected in a budget which is under development.

APPROVALS

Contract Initiator Signature 	Phone Number (810) 984-7507	Date 9-14-95
Zone Manager/Central Office Bureau or Office Director <input type="checkbox"/> Approved <input type="checkbox"/> Denied ➤	Reason for Denial:	
Zone/Bureau/Office Signature	Date	
OFCMS/OCM <input type="checkbox"/> Approved <input type="checkbox"/> Denied ➤	Reason for Denial:	
OFCMS/OCM Signature	Date	
Financial and Internal Controls Administration <input type="checkbox"/> Approved <input type="checkbox"/> Denied ➤	Reason for Denial:	
FICA Director Signature	Date	
Deputy Director/Director <input type="checkbox"/> Approved <input type="checkbox"/> Denied ➤	Reason for Denial:	
Deputy Director/Director Signature	Date	

C. Eligible clients/Determination of eligibility

1. Clients to be served through this contract shall be:
 - A. Delinquent Court or State Wards who are supervised by the Department who are 12 through 17 years of age at time of referral, and who are at risk of out-of-home placement.
 - B. The family, parents or guardian of the eligible youth.
2. The Department shall be responsible for the determination of client eligibility, however, the Contractor shall reserve the right to deny participation in the program to any youth who, in the opinion of the Contractor, poses a danger to other participants or to the Contractor's staff.

D. Services to be delivered

Service #1 of 2: Day Treatment

1. Activities the Contractor shall perform:
 - A. Provide staff qualified to perform the activities described in this agreement as required by the St. Clair County Juvenile Court and applicable licensing rules and regulations.
2. Receive referrals from Department staff.
3. Conduct a needs assessment of the youth and family which may include, but is not limited to: family social history, youth's living arrangement during the preceding six months, presenting problems, educational functioning and level, judicial history, sexual offenses/victimization, employment history, medical and health needs, drug/alcohol use/abuse, parental abuse/neglect, domestic violence or other factors significant to treatment needs.

Prior to final acceptance, the Contractor's representative, the referring worker, the youth, and his or her parent(s) shall meet to discuss and determine the youth's eligibility for the program, finalize any agreements, identify individual responsibilities, etc.

For each youth accepted, the participants shall enter into a formal social contract which reflects the foregoing understandings and agreements.

4. Develop case plans for the youth and family which shall include treatment goals, activities required to meet goals/objectives, time frames, and after care follow-up. Such plans shall be revised and amended when changes in the circumstances of the participants require.

5. Deliver day treatment services.

(Note: Day treatment shall include classroom instruction of 240 hours per year provided through a charter school, the duties and obligations of which are outlined in a separate agreement between the court and the charter school. In addition, the court/contractor shall provide transportation, recreation, clinical, group and family counseling, and three regular meals for participants in the program.)

Services shall be provided six days per week as reflected in the following schedule:

Monday Through Friday

7:30 - 8:30 a.m.	Transportation/Breakfast
8:30 - 9:00	Rap Session/Homeroom
9:00 - 9:45	Schoolroom-First Hour
9:50 - 10:40	Second Hour
10:45 - 11:30	Third Hour
11:35 - 12:20	Fourth Hour
12:25 - 12:55	Student Lunch Period
1:00 - 1:45 p.m.	Fifth Classroom Hour
1:50 - 2:45	Sixth Hour
2:45 - 3:00	Homeroom
3:00 - 4:00	Group Counseling
4:00 - 5:00	Problem Resolution/Career Exploration
5:00 - 5:30	Dinner
5:30 - 6:15	Gym/Community Service
6:15	Transportation
Saturday	
8:00 - 9:00 a.m.	Transportation/Recreation
9:00 - 10:00	Breakfast

- D. **Make contacts with youth in the manner at the times planned.**
- E. **Maintain a log for each youth which reflects the outcome of tracking activities.**
- F. **Take appropriate corrective action whenever youth is non-compliant.**

2. Time Frames:

Tracking shall be provided as needed throughout the period the youth remains in the Day Treatment Program. Program participation is limited to 18 months.

3. Volume of Service:

- A. **Clients: The estimated number of eligible clients to be served shall be:**
 - 15-20 youth per month**
 - 20 youth per term of agreement**
- B. **Unit Definition: One unit equals up to and including one month's tracking service provided to one eligible youth.**
- C. **Units: No maximum number of units shall be established in this agreement except that total payments shall not exceed the contract amount.**

CONTRACT - BUDGET STATEMENT

Michigan Department of Social Services
(ATTACHMENT A)

Contract Number: _____

Legal Name of Agency or Corporation		Federal I.D. No.	Budget Period	Contract Amount				
St. Clair Co. Day Treatment/Night Watch			_____ to _____	\$ _____				
Complete Address (Number, Street, City, State, Zip Code)								
2706 10th Avenue Port Huron, MI. 48060								
LINE ITEM	TOTAL PROGRAM BUDGET (A)	DEPARTMENT CONTRACT BUDGET (B)	BUDGET DISTRIBUTIONS					
			SERV. CATEGORY (C)	SERV. CATEGORY (D)	SERV. CATEGORY (E)	SERV. CATEGORY (F)	SERV. CATEGORY (G)	
Salaries	260,884	260,884						
Fringe Benefits	92,192	92,192						
Occupancy	23,000	23,000						
Communication	7,323	7,323						
Supplies	15,000	15,000						
Equipment	8,000	8,000						
Local Transportation	14,551	14,551						
Contractual Services	12,551	12,551						
Specific Assistance to Individuals	-----	-----						
Miscellaneous	111,499	111,499						
TOTALS ▲	545,000	545,000						
Number of Units of Service to be Provided								
Rate Per Unit of Service								

CERTIFICATION: I certify that the information submitted on this statement is true and correct to the best of my knowledge.

Authorized Signature: <i>Robert R. Spillard</i>	Type Name and Date of Authorized Signature Robert R. Spillard, Chief Judge of Probate	Authority: P.A. 280 1939.
Date: 09-27-95	Completion: Mandatory.	Penalty: Contract Inveild.

The Department of Social Services will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, handicap or political beliefs.

X

CONTRACT - BUDGET STATEMENT DETAIL
Michigan Department of Social Services

Complete Items 3 through 8. Use allowable and unallowable costs list on the page following.

1. LINE ITEM
SALARIES AND WAGES

2. DEFINITION: Gross compensation paid to employees in the form of cash, products, or services including vacations, holidays and sick leave and leaves of absence. Leaves of absence must be paid on the same basis as while an individual is on the job, under preagreed plans to be considered as salaries and wages.

3. METHOD OF ALLOCATION OF COST: (Circle the method used to determine the percentage shown in Column 6 below.)

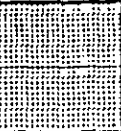
Determine the Department's percentage of the cost of each salary position using one of the following methods. Any cost item used entirely to provide contracted services should be charged 100% to the contract.

a. Number of DSS clients served ÷ total program clients served X 100%.

b. Direct service staff hours serving DSS clients ÷ total direct staff program hours X 100%.

c. Other (Identify): _____

INSTRUCTIONS: List each position below including hours worked yearly, program hours worked, hours worked per week, and yearly salary or wage per year.

4. COST ITEM (PROGRAM COSTS)	5. TOTAL PROGRAM	6. % DEPT.	7. DEPARTMENT CONTRACT PORTION
Program Positions — Administrative Position Title: <u>Program Director</u> Yearly Salary: <u>45,823</u> Weeks/Yr: <u>52</u> Hours/Wk: <u>40</u> Percent of time spent on total program <u>100</u> % Salary amount charged to total program: =	45,823	100	45,823
Position Title: <u>Asst Program Director/Family Interventionist</u> Yearly Salary: <u>37,572</u> Weeks/Yr: <u>52</u> Hours/Wk: <u>40</u> Percent of time spent on total program <u>100</u> % Salary amount charged to total program: =	37,572	100	37,572
Program Positions — Supervisory and Direct Service Position Title: _____ Yearly Wages: _____ Weeks/Yr: _____ Hours/Wk: _____ Percent of time spent on total program _____ % Wages amount charged to total program: = (Use additional pages as required)			
No. Vacation Days/Yr: _____ No. Holidays/Yr: _____ No. Sick Days/Yr: _____	8. TOTALS ▶ 260,884 TRANSFER TO COLUMN A BUDGET STATEMENT		260,884 TRANSFER TO COLUMN B BUDGET STATEMENT
The Department of Social Services will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, handicap or political beliefs.	AUTHORITY: P.A. 280 of 1939. COMPLETION: Mandatory. PENALTY: Contract Invalid.		

CONTRACT - BUDGET STATEMENT DETAIL

Michigan Department of Social Services

LINE ITEM

SALARIES AND WAGES (Continued)

4. COST ITEM (PROGRAM COSTS)	5. TOTAL PROGRAM	6. % DEPT.	7. DEPARTMENT CONTRACT PORTION
Position Title: <u>Social Worker</u> Yearly Salary: <u>30,000</u> Weeks/Yr: <u>52</u> Hours/Wk: <u>40</u> Percent of time spent on total program <u>100</u> % Wages amount charged to total program: =	30,000	100	30,000
Position Title: <u>Surveillance</u> Yearly Salary: <u>17,680</u> Weeks/Yr: <u>52</u> Hours/Wk: <u>40</u> Percent of time spent on total program <u>100</u> % Wages amount charged to total program: =	17,680	100	17,680
— Bring figures forward —			

CONTRACT - BUDGET STATEMENT DETAIL

Michigan Department of Social Services

LINE ITEM

SALARIES AND WAGES (Continued)

4. COST ITEM (PROGRAM COSTS)	5. TOTAL PROGRAM	6. % DEPT.	7. DEPARTMENT CONTRACT PORTION
Position Title: <u>Surveillance part time</u> Yearly Salary: <u>13,260</u> Weeks/Yr: <u>52</u> Hours/Wk: <u>30</u> Percent of time spent on total program <u>100</u> % Wages amount charged to total program: =	13,260	100	13,260
Position Title: <u>Surveillance part time</u> Yearly Salary: <u>11,492</u> Weeks/Yr: <u>52</u> Hours/Wk: <u>26</u> Percent of time spent on total program <u>100</u> % Wages amount charged to total program: =	11,492	100	11,492
— Bring figures forward —			

CONTRACT - BUDGET STATEMENT DETAIL
Michigan Department of Social Services

LINE ITEM

SALARIES AND WAGES (Continued)

4. COST ITEM (PROGRAM COSTS)	5. TOTAL PROGRAM	6. % DEPT.	7. DEPARTMENT CONTRACT PORTION
Position Title: <u>Surveillance part time</u> Yearly Salary: <u>14,144</u> Weeks/Yr: <u>52</u> Hours/Wk: <u>32</u> Percent of time spent on total program <u>100</u> % Wages amount charged to total program: =	14,144	100	14,144
Position Title: <u>Youth Specialist</u> Yearly Salary: <u>17,680</u> Weeks/Yr: <u>52</u> Hours/Wk: <u>40</u> Percent of time spent on total program <u>100</u> % Wages amount charged to total program: =			
— Bring figures forward —			

CONTRACT - BUDGET STATEMENT DETAIL

Michigan Department of Social Services

LINE ITEM

SALARIES AND WAGES (Continued)

4. COST ITEM (PROGRAM COSTS)	5. TOTAL PROGRAM	6. % DEPT.	7. DEPARTMENT CONTRACT PORTION
Position Title: <u> Youth Specialist </u> Yearly Salary: <u> 17,680 </u> Weeks/Yr: <u> 52 </u> Hours/Wk: <u> 40 </u> Percent of time spent on total program <u> 100 </u> % Wages amount charged to total program: =	17,680	100	17,680
Position Title: <u> Secretary </u> Yearly Salary: <u> 25,204 </u> Weeks/Yr: <u> 52 </u> Hours/Wk: <u> 37.5 </u> Percent of time spent on total program <u> 100 </u> % Wages amount charged to total program: =	25,204	100	25,204
-- Bring figures forward --			

CONTRACT - BUDGET STATEMENT DETAIL
Michigan Department of Social Services

LINE ITEM

SALARIES AND WAGES (Continued)

4. COST ITEM (PROGRAM COSTS)	5. TOTAL PROGRAM	6. % DEPT.	7. DEPARTMENT CONTRACT PORTION
Position Title: <u>Clerical Aide</u> Yearly Salary: <u>7,349</u> Weeks/Yr: <u>52</u> Hours/Wk: <u>16</u> Percent of line spent on total program <u>100</u> % Wages amount charged to total program: =	7,349	100	7,349
Position Title: <u>Over time / Training</u> Yearly Salary: _____ Weeks/Yr: _____ Hours/Wk: _____ Percent of line spent on total program _____ % Wages amount charged to total program: =	23,000	100	23,000
-- Bring figures forward --			

CONTRACT - BUDGET STATEMENT DETAIL

Michigan Department of Social Services

Complete Items 3 through 8. Use allowable and unallowable costs list on the page following.

COST ITEM

SUPPLIES

2. DEFINITION: Consumable or non-consumable items with a unit cost of less than \$500. Consumable supplies are those items, such as paper, typewriter ribbons, forms, pen, etc., that are consumed as they are used. Non-consumable supplies are items such as chairs, file cabinets, and other "hard goods" that are not consumed as they are used.

3. METHOD OF ALLOCATION OF COST: (Circle the method used to determine the percentage shown in Column 6 below.)

Determine the Department's percentage of the cost of supplies using one of the following methods. Any cost item used entirely to provide contracted services should be charged 100% to the contract.

- a. Number of DSS clients served ÷ total program clients served X 100%.
- b. Direct service staff hours serving DSS clients ÷ total direct staff program hours X 100%.
- c. Other (identify): _____

INSTRUCTIONS: Indicate below the estimated cost for general office (including duplicating) supplies, as well as program supplies. Itemize any individual supply costing \$100 or more.

4. COST ITEM (PROGRAM COSTS)	5. TOTAL PROGRAM	6. % DEPT.	7. DEPARTMENT CONTRACT PORTION
General Consumable Supplies (pencils, paper, etc.): Items: <u>General Supplies - Start up included</u> \$ _____ /month X No. _____ months =	15,000	100	15,000
Duplicating Supplies: Items: _____ \$ _____ /month X No. _____ months =			
Non-consumable Supplies: Item: _____ No. _____ units X \$ _____ /unit =			
8. TOTALS ▲	15,000		15,000
	TRANSFER TO COLUMN A BUDGET STATEMENT	[Grid]	TRANSFER TO COLUMN B BUDGET STATEMENT

CONTRACT - BUDGET STATEMENT DETAIL

Michigan Department of Social Services

Complete Items 3 through 8. Use allowable and unallowable costs list on the page following.

EM

OCCUPANCY

2. DEFINITION: Costs arising from occupancy and use of owned or leased buildings and offices.

3. METHOD OF ALLOCATION OF COST: (Circle the method used to determine the percentage shown in Column 6 below.)

Determine the Department's percentage of occupancy cost by using one of the following methods. Any cost item used entirely to provide contracted services should be charged 100% to the contract.

- a. Number of DSS clients served ÷ total program clients served X 100%.
- b. Direct service staff hours serving DSS clients ÷ total direct staff program hours X 100%.
- c. DSS program area in sq. ft. ÷ total program area in sq. ft. X 100%.
- d. Other (identify): _____

INSTRUCTIONS: Indicate below whether facility cost was determined by rent, depreciation or use charge, the amount being charged, and how the cost was determined. Itemize various utility and maintenance costs, as they apply.

4. COST ITEM (PROGRAM COSTS)	5. TOTAL PROGRAM	6. % DEPT.	7. DEPARTMENT CONTRACT PORTION
Total program area in sq. ft. _____ X Cost \$ _____ per sq. ft. per month X No. _____ months =			
Depreciation: Item: _____ Purchase Amount \$ _____ over _____ yrs. \$ _____ per month X No. _____ months =			
Use Charge: Item: <u>Repair, Maintenance/ Service</u> _____ % (Max: 2% per yr.) X Acquisition cost \$ _____ ÷ 12 months X No. _____ months =	13,000	100	13,000
Utilities Not Included in Rent: Heat: \$ _____ /month X No. _____ months =			
Electric: \$ _____ /month X No. _____ months =			
Water: _____ /month X No. _____ months =			
Other (Identify): <u>Combined heat, electric, water</u> <u>833</u> /month X No. <u>12</u> months =	10,000	100	10,000
Based on building expenses in previous years			
8. TOTALS ▶	23,000		23,000
	TRANSFER TO COLUMN A BUDGET STATEMENT		TRANSFER TO COLUMN B BUDGET STATEMENT

CONTRACT - BUDGET STATEMENT DETAIL

Michigan Department of Social Services

Complete Items 3 through 8. Use allowable and unallowable costs list on the page following.

LINE ITEM

FRINGE BENEFITS

2. DEFINITION: Funds allocated to cover allowances, costs and services provided by the Agency to its employees and not included as compensation and salaries or wages.

3. METHOD OF ALLOCATION OF COST: (This method will be used to determine the percentage shown in Column 6 below.)

Determine the Department's percentage of the cost of each fringe benefit using one of the following methods: Use the same method for the same positions as shown for salaries. Each fringe benefit for each individual position does not have to be itemized. Indicate for each category of fringe benefit the total amount of salaries to which that fringe benefit applies. Be sure base wage figures are taken into account. Any cost item used entirely for the DEPARTMENT CONTRACT PORTION and equal to the TOTAL PROGRAM effort = 100%.

INSTRUCTIONS: List each category of fringe benefit below and indicate the basis for cost determination.

4. COST ITEM (PROGRAM COSTS)	5. TOTAL PROGRAM	6. % DEPT.	7. DEPARTMENT CONTRACT PORTION
FICA:			
_____ % X program salaries and wages \$ _____ =			
Unemployment:			
_____ % X program salaries and wages \$ _____ =			
Worker's Compensation:			
_____ cents per each \$100 of program payroll \$ _____ =			
Retirement:			
No. _____ employees X \$ _____ each per month X			
No. _____ program months X _____ % of program time =			
Insurance			
Health:			
No. _____ employees X \$ _____ each per month X			
No. _____ program months X _____ % of program time =			
Life: (Itemize)			
Other: (Itemize) Part Time			
County Formula .111 X Wages	6,244	100	6,244
8. TOTALS ▶			
	TRANSFER TO COLUMN A BUDGET STATEMENT	TRANSFER TO COLUMN B BUDGET STATEMENT	

CONTRACT - BUDGET STATEMENT DETAIL

Michigan Department of Social Services

Complete Items 3 through 8. Use allowable and unallowable costs list on the page following.

COST ITEM

FRINGE BENEFITS

2. **DEFINITION:** Funds allocated to cover allowances, costs and services provided by the Agency to its employees and not included as compensation and salaries or wages.

3. **METHOD OF ALLOCATION OF COST:** (This method will be used to determine the percentage shown in Column 6 below.)

Determine the Department's percentage of the cost of each fringe benefit using one of the following methods: Use the same method for the same positions as shown for salaries. Each fringe benefit for each individual position does not have to be itemized. Indicate for each category of fringe benefit the total amount of salaries to which that fringe benefit applies. Be sure base wage figures are taken into account. Any cost item used entirely for the DEPARTMENT CONTRACT PORTION and equal to the TOTAL PROGRAM effort = 100%.

INSTRUCTIONS: List each category of fringe benefit below and indicate the basis for cost determination.

4. COST ITEM (PROGRAM COSTS)	5. TOTAL PROGRAM	6. % DEPT.	7. DEPARTMENT CONTRACT PORTION
FICA:			
_____ % X program salaries and wages \$ _____ =			
Unemployment:			
_____ % X program salaries and wages \$ _____ =			
Worker's Compensation:			
_____ cents per each \$100 of program payroll \$ _____ =			
Retirement:			
No. _____ employees X \$ _____ each per month X			
No. _____ program months X _____ % of program time =			
Insurance			
Health:			
No. _____ employees X \$ _____ each per month X			
No. _____ program months X _____ % of program time =			
Life: (Itemize)			
Other: (Itemize) Full Time			
County Formula .42 X wages	85,948	100	85,948
8. TOTALS ▶	92,192		92,192
	TRANSFER TO COLUMN A BUDGET STATEMENT		TRANSFER TO COLUMN B BUDGET STATEMENT

CONTRACT - BUDGET STATEMENT DETAIL

Michigan Department of Social Services

Complete Items 3 through 8. Use allowable and unallowable costs list on the page following.

ITEM

CONTRACTUAL SERVICE

2. **DEFINITION:** Compensation paid by the Contractor to a third party, under subcontract for performance of any activities designated in the contract as "Contractor Responsibilities". CPA's, legal, etc., services should be in the Miscellaneous line item.

3. **METHOD OF ALLOCATION OF COST:** (Circle the method used to determine the percentage shown in Column 6 below.)

Determine the Department's percentage of the cost of contractual service using one of the following methods. Any cost item used entirely to provide contracted services should be charged 100% to the contract.

- a. Number of DSS clients served ÷ total program clients served X 100%.
- b. Direct service staff hours serving DSS clients ÷ total direct staff program hours X 100%.
- c. Other (Identify): _____

INSTRUCTIONS: Identify below each subcontractor by name with brief explanation of service to be provided and show how cost was determined.

4. COST ITEM (PROGRAM COSTS)	5. TOTAL PROGRAM	6. % DEPT.	7. DEPARTMENT CONTRACT PORTION
contractors: Name of Agency or Individual: <u>Counseling services & misc.</u> Brief service description: <u>Because we are in the first year. We have estimated total costs. Outside counselors will be used.</u> Cost breakdown of service provided: \$ _____ /hour X _____ No. hours = \$ _____	11,591	100	11,591
Name of Agency or Individual: <u>Waste Management</u> Brief service description: <u>trash removal</u> <u>\$80.00 per month</u> Cost breakdown of service provided: \$ _____ /hour X _____ No. hours = \$ _____	960	100	960
(Use additional pages as required)			
8. TOTALS ▶	12,551		12,551
	TRANSFER TO COLUMN A BUDGET STATEMENT		TRANSFER TO COLUMN B BUDGET STATEMENT

CONTRACT - BUDGET STATEMENT DETAIL

Michigan Department of Social Services

Complete Items 3 through 8. Use allowable and unallowable costs list on the page following.

ITEM

COMMUNICATION

2. DEFINITION: Costs incurred for written or verbal communications.

3. METHOD OF ALLOCATION OF COST: (Circle the method used to determine the percentage shown in Column 6 below.)

Determine the Department's percentage of the cost of communication using one of the following methods. Any cost item used entirely to provide contracted services should be charged 100% to the contract.

- a. Number of DSS clients served ÷ total program clients served X 100%.
- b. Direct service staff hours serving DSS clients ÷ total direct staff program hours X 100%.
- c. Number of phone lines assigned to serve DSS clients ÷ total program phone lines X 100%.
- d. Number of phones assigned to serve DSS clients ÷ total program phones X 100%.
- e. Other (identify): _____

INSTRUCTIONS: Identify communications costs below. Each item costing \$100 or more must be listed individually.

4. COST ITEM (PROGRAM COSTS)	5. TOTAL PROGRAM	6. % DEPT.	7. DEPARTMENT CONTRACT PORTION
Telephone:			
Local:			
No. <u>6</u> lines No. <u>8</u> phones			
\$ _____ /month X No. _____ months =			
See Other below			
Long Distance:			
\$ _____ /month X No. _____ months =			
Postage			
Item: _____			
\$ _____ /month X No. _____ months =			
Other:			
Item: <u>Phones & cellular phones, long distance, pagers</u>			
\$ <u>568.58</u> /month X No. <u>12</u> months =	6,823	100	6,823
Other:			
Item: <u>Printing</u>			
\$ <u>41.66</u> / months X No. <u>12</u> months =	500	100	500
8. TOTALS ▶	7,323		7,323
	TRANSFER TO COLUMN A BUDGET STATEMENT		TRANSFER TO COLUMN B BUDGET STATEMENT

CONTRACT - BUDGET STATEMENT DETAIL

Michigan Department of Social Services

Complete Items 3 through 8. Use allowable and unallowable costs list on the page following.

COST ITEM

TRANSPORTATION

2. DEFINITION: Local transportation (travel) costs include the costs of transportation, lodging, subsistence, and incidental expenses, incurred by personnel in a travel status, while on official business. Travel rates established by the Department will be used as a guideline in determining reasonableness of rates.

3. METHOD OF ALLOCATION OF COST: (Circle the method used to determine the percentage shown in Column 6 below.)

Determine the Department's percentage of the cost of transportation by using one of the following methods. Any cost item used entirely to provide contracted services should be charged 100% to the contract.

- a. Number of DSS clients served ÷ total program clients served X 100%.
- b. Direct service staff hours serving DSS clients ÷ total direct staff program hours X 100%.
- c. Miles traveled serving DSS clients ÷ total program miles traveled X 100%.
- d. Other (Specify): _____

INSTRUCTIONS: Indicate below estimated staff mileage cost and the per mile charge, which may not exceed the current state rate. Also, indicate any additional transportation related costs, such as meals, lodging, etc.

4. COST ITEM (PROGRAM COSTS)	5.	TOTAL PROGRAM	6. % DEPT.	7. DEPARTMENT CONTRACT PORTION
Program Mileage: No. <u>80,000</u> miles X <u>.156</u> cents per mile =	=	12,551	100	12,551
Travel costs are estimates. Routes will vary for two (2) vans.				
Meals (Itemize):				
Lodging (Itemize):				
Other (Itemize): Travel, other repairs & maintenances for two (2) vans. =	=	2,000	100	2,000
8. TOTALS ▶		14,551		14,551
		TRANSFER TO COLUMN A BUDGET STATEMENT		TRANSFER TO COLUMN B BUDGET STATEMENT

CONTRACT - BUDGET STATEMENT DETAIL

Michigan Department of Social Services

Complete Items 3 through 8. Use allowable and unallowable costs list on the page following.

ITEM

EQUIPMENT

2. **DEFINITION:** Any nonconsumable item costing more than \$500 that is not attached to or included as part of the cost of a facility.

3. **METHOD OF ALLOCATION OF COST:** (Circle the method used to determine the percentage shown in Column 6 below.)

Determine the percentage of the cost of equipment using one of the following methods. Any cost item used entirely to provide contracted services should be charged 100% to the contract.

- a. Number of DSS clients served ÷ total program clients served X 100%.
- b. Direct service staff hours serving DSS clients ÷ total direct staff program hours X 100%.
- c. Other (Specify): _____

INSTRUCTIONS: Indicate below, the method of charge (rent, depreciation or use charge) for all indicated equipment costs, including cost per month for rental, or purchase cost of depreciated items or those to which a use charge is applied.

4. COST ITEM (PROGRAM COSTS)	5. TOTAL PROGRAM	6. % DEPT.	7. DEPARTMENT CONTRACT PORTION
Rental: Item: <u>See below</u> \$ _____ /month X No. _____ months =			
Item: _____ \$ _____ /month X No. _____ months =			
Item: _____ \$ _____ /month X No. _____ months =			
Depreciation: Item: _____ Amount \$ _____ over _____ yrs. \$ _____ /month X No. _____ months =			
Use Charge Item: _____ _____ % (Max: 6 2/3% per yr.) X Acquisition cost \$ _____ 2 months X No. _____ months =			
Other: Item: <u>Office & other equipment</u> _____ /month X No. _____ months =	8,000	100	8,000
8. TOTALS ▶	8,000		8,000
	TRANSFER TO COLUMN A BUDGET STATEMENT		TRANSFER TO COLUMN B BUDGET STATEMENT

CONTRACT - BUDGET STATEMENT DETAIL
Michigan Department of Social Services

Complete Items 3 through 8. Use allowable and unallowable costs list on the page following.

LINE ITEM
MISCELLANEOUS

2. **DEFINITION:** Other expenses not chargeable to the prior line items.

3. **METHOD OF ALLOCATION OF COST:** (Circle the method used to determine the percentage shown in Column 6 below.)

Determine the Department's percentage of the cost of miscellaneous items using one of the following methods. Any cost item used entirely to provide contracted services should be charged 100% to the contract.

a. Number of DSS clients served ÷ total program clients served X 100%.

b. Direct service staff hours serving DSS clients ÷ total direct staff program hours X 100%.

c. Other (Identify): _____

INSTRUCTIONS: List and explain briefly each miscellaneous cost item individually below. Designation of cost items such as "other", "miscellaneous" is unacceptable.

4. COST ITEM (PROGRAM COSTS)	5. TOTAL PROGRAM	6. % DEPT.	7. DEPARTMENT CONTRACT PORTION
Miscellaneous item: <u>Cost Allocation</u> Brief explanation: <u>Computed by complex formula of controllers</u> \$ <u>3,791</u> /month X No. <u>12</u> months =	45,499	100	45,499
Item: _____ Brief explanation: _____ \$ _____ /month X No. _____ months =			
Item: _____ Brief explanation: _____ \$ _____ /month X No. _____ months =			
Item: _____ Brief explanation: _____ \$ _____ /month X No. _____ months =			
8. TOTALS ▶	TRANSFER TO COLUMN A BUDGET STATEMENT		TRANSFER TO COLUMN B BUDGET STATEMENT

CONTRACT - BUDGET STATEMENT DETAIL

Michigan Department of Social Services

Complete Items 3 through 8. Use allowable and unallowable costs list on the page following.

NET ITEM

MISCELLANEOUS

2. DEFINITION: Other expenses not chargeable to the prior line items.

3. METHOD OF ALLOCATION OF COST: (Circle the method used to determine the percentage shown in Column 6 below.)

Determine the Department's percentage of the cost of miscellaneous items using one of the following methods. Any cost item used entirely to provide contracted services should be charged 100% to the contract.

- a. Number of DSS clients served ÷ total program clients served X 100%.
- b. Direct service staff hours serving DSS clients ÷ total direct staff program hours X 100%.
- c. Other (Identify): _____

INSTRUCTIONS: List and explain briefly each miscellaneous cost item individually below. Designation of cost items such as "other", "miscellaneous" is unacceptable.

4. COST ITEM (PROGRAM COSTS)	5. TOTAL PROGRAM	6. % DEPT.	7. DEPARTMENT CONTRACT PORTION
Miscellaneous Item: <u>Food</u> Brief explanation: <u>Meals contracted & misc food \$6.75 per meal for lunch & dinner for 313 days</u> \$ <u>5,166</u> /month X No. <u>12</u> months =	62,000	100	62,000
Item: <u>Medical Supplies</u> Brief explanation: <u>Based on previous program Estimated adjustments included</u> \$ <u>167</u> /month X No. <u>12</u> months =	2,000	100	2,000
Item: <u>Education</u> Brief explanation: <u>Training estimated</u> \$ <u>167</u> /month X No. <u>12</u> months =	2,000	100	2,000
8. TOTALS ▶	111,499		111,499
	TRANSFER TO COLUMN A BUDGET STATEMENT		TRANSFER TO COLUMN B BUDGET STATEMENT

RESOLUTION 95-30

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, Carol Eveningred, St. Clair County Drain Commissioner, has prepared and submitted to this Board of Commissioners, her 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.


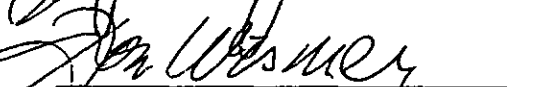
3) That said roll is marked "Exhibit "A", attached hereto and made a part hereof by reference.

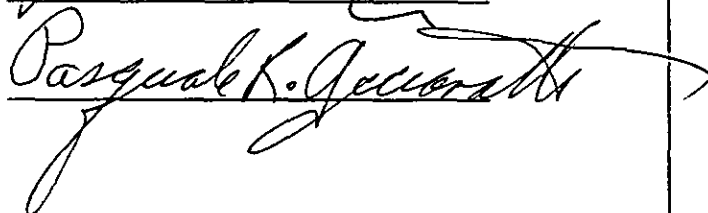
4) All resolutions and parts of resolutions in conflict with this Resolution, are to the extent of the conflict, hereby rescinded.

DATED: OCTOBER 25, 1995

Reviewed and Approved by:


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



RESOLUTION 95-29

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 1995.

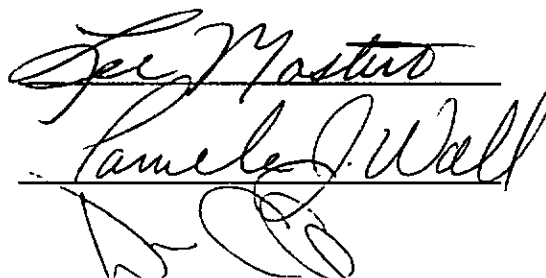
NOW, THEREFORE, BE IT RESOLVED, that the payment of any interest which may be due and owing to the County from the 1995 Tax collections, is hereby waived.

DATED: OCTOBER 11, 1995

Reviewed and Approved by:



Elwood L. Brown
County Corporation Counsel
301 County Building
Port Huron, MI 48060



RESOLUTION 95-28

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

WHEREAS, the maximum millage rate that the St. Clair County Board of Commissioners can adopt is 7.1400 mills (of which 5.3869 is County; .2837 is Drug Enforcement extra voted millage; .4694 is Senior Citizen extra voted millage; .5000 is County Library extra voted millage; and .5000 is Parks and Recreation extra voted millage;) and

NOTICE OF PUBLIC HEARING
ON INCREASING
PROPERTY TAXES

The St. Clair County Board of Commissioners will hold a Public Hearing on a proposed increase of .1976 mills (which is slightly less than 20 cents per \$1,000 of State Equalized Value) in the operating millage rate to be levied in 1995.

The hearing will be held on Wednesday, October 25, 1995, at 7:30 P.M. in the Commissioners' Room 202 of the County Building, 201 McMorran Boulevard, Port Huron, Michigan.

The hearing is required because state returned revenue from hotel and liquor taxes (Public Act 2 of 1985) and from cigarette taxes (Public Act 264 of 1987) is being added to the County's property tax revenue and is therefore considered to be an increase in total property taxes.

The date and location of the meeting to take action on the proposed additional millage will be announced at this public meeting.

The County Tax Millage Rate is as follows: 5.3869 mills for Fixed Allocated; .2837 for the Drug Task Force; .4694 mills for the Senior Citizens program; and .5000 mills each for the County Library system and Parks and Recreation facilities. The fixed allocated drug task force and senior citizens program millages were previously reduced due to the Headlee Amendment.

If adopted, the proposed additional millage will increase operating revenue from ad valorem property taxes 2.85% over such revenues generated by levies permitted without holding a hearing. If the proposed additional millage rate is not approved the operating revenue will increase by 0.23% over the preceding year's operating revenue.

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

This notice is published by the St. Clair County Board of Commissioners, County Building, 201 McMorran Boulevard, Port Huron, Michigan 48060.

Phone: 810-985-2001

Published: Monday, October 16, 1995

RESOLUTION 95-27

ORDER AND DETERMINATION APPROVING THE DETACHMENT OF CERTAIN LAND FROM THE CITY OF YALE TO BROCKWAY TOWNSHIP, PURSUANT TO PETITION

WHEREAS, the Yale City Council has requested that certain lands be detached from the City of Yale and added to the Township of Brockway, and

WHEREAS, the Township of Brockway has approved the same at the request of the owner of the land being detached, and

WHEREAS, the St. Clair County Board of Commissioners has not received any objection to the same upon the proper presentation of the Petition for Detachment to the St. Clair County Board of Commissioners, and

WHEREAS, the St. Clair County Board of Commissioners determines that the request for detachment is appropriate and should be approved,

NOW THEREFORE IT IS HEREBY ORDERED AND DETERMINED that the Petition for Detachment of the following described Land in the City of Yale, St. Clair County, Michigan, from the City of Yale to the Township of Brockway is hereby approved and the boundaries of the City of Yale and Township of Brockway are changed accordingly:

Parcel A: Commencing at the N 1/4 Corner, Sec 15, T8N, R14E, Brockway Township, St. Clair County, Michigan. Thence W 186.0 feet along the N Sec line, thence S 01°05' E 233.0 feet, thence W 258.73 feet to the Point of Beginning, Running thence S 0°49' W 107.23 feet, thence N 87°10'06" W 45.03 feet, thence N 0°49' E 105.0 feet, thence E 45.0 feet to the point of beginning. Being part of NW 1/4, Sec 15, T8N, R14E, City of Yale, St. Clair County, Michigan, and also being part of Lot #1 of "Carriage Hills Subdivision" No. 1, as recorded in Liber 95, page 1, St. Clair County Register of Deeds Office.

Parcel B: Commencing at the N 1/4 Corner, Sec 15, T8N, R14E, Brockway Township, St. Clair County, Michigan. Thence W 186.0 feet along the N Sec line, thence S 01°05' E 233.0 feet, thence S 03°54'17" W 119.96 feet, thence N 87°10'06" W 232.42 feet to the point of beginning. Running thence S 0°49' W 108.19 feet, thence N 84°21'52" W 65.19 feet, thence N 0°49' E 105.0 feet, thence S 87°10'06" E 65.0 feet to the Point of Beginning. Being part of the NW 1/4, Sec 15, T8N, R14E, City of Yale, St. Clair County, Michigan, and also

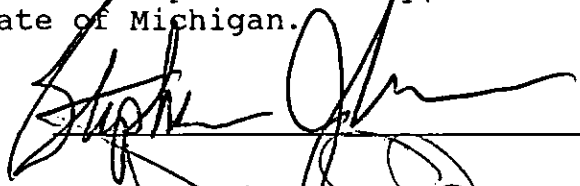
being part of Lot #2 of "Carriage Hills Subdivision" No. 1, as recorded in Liber 95, page 1, St. Clair County Register of Deeds Office.

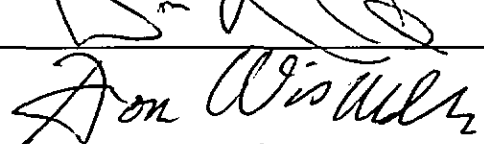
Parcel C: Commencing at the N 1/4 Corner, Sec 15, T8N, R14E, Brockway Township, St. Clair County, Michigan. Thence W 482.0 feet along the N Sec line, thence S 0°49' W 233.0 feet to the Point of Beginning. Running thence S 0°49' West 210.0 feet along the Wly line of "Carriage Hills Subdivision" No. 1 as recorded in Liber 95, page 1, St. Clair County Register of Deeds Office, thence W 390.36 feet, thence N 50.0 feet, thence E 389.75 feet, thence N 0°35' E 160.0 feet, thence E 1.97 feet to the point of beginning. Being part of the NW 1/4, Sec 15, T8N, R14E, City of Yale, St. Clair County, Michigan.

(The Map showing this description is attached hereto and incorporated herein as Attachment A)

BE IT FURTHER ORDERED that a certified copy of this Resolution of Order and Determination Approving said Petition and change of boundaries shall be transmitted to the Clerk of the City of Yale, to the Clerk of the Township of Brockway, and to the Secretary of State of the State of Michigan.

Dated: September 13, 1995





Reviewed and Approved by



Elwood L. Brown,
Corporation Counsel
301 County Building
Port Huron, MI. 48060

Affidavit of Publication

STATE OF MICHIGAN,
County of St. Clair, ss.

In the Matter of Petition for Detachment of City
of Yale To Brockway Township.

Bonnie M. Brown being duly sworn, deposes and says that she is the Publisher of the
Yale Expositor

a newspaper printed, published and circulated in the county of St. Clair and State of Michigan, and that the notice at-
tached hereto is an exact copy of a notice which was printed in the aforesaid newspaper, on the following dates, to-wit:

NOTICE OF PETITION FOR DETACHMENT BEING PRESENTED TO THE ST. CLAIR COUNTY BOARD OF COMMISSIONERS TO DETACH CERTAIN LAND FROM THE CITY OF YALE TO THE TOWNSHIP OF BROCKWAY

PLEASE TAKE NOTICE that a Petition for Detachment of the premises
described below, from the City of Yale to the Township of Brockway, will be
presented to the St. Clair County Board of Commissioners at its regular
meeting on September 13, 1995 at 7:30 p.m. in Room 202 at the County
Building, Post Huron, Michigan. This Petition by the City of Yale, to detach
this property, was initiated by the owners of these premises, Jeffrey W. and
Patricia Jo Wilson. At the time of presenting this Petition to the St. Clair
County Board of Commissioners, any interested party may appear before the
Board in person or writing, to comment, object, inquire about, or concur with
the Petition. Anyone may examine, or obtain a copy of, the Petition and
documents relevant thereto, at the Yale City Hall located at 111 W.
Mechanic Street, Yale, Michigan, during regular business hours.

Parcel A: Commencing at the N 1/4 Corner, Sec 15, T8N, R14E,
Brockway Township, St. Clair County, Michigan. Thence W 188.0
feet along the N Sec line, thence S 01°05' E 233.0 feet, thence W
258.73 feet to the Point of Beginning. Running thence S 0°48' W
107.23 feet, thence N 87°10'00" W 45.03 feet, thence N 0°48' E
105.0 feet, thence E 45.0 feet to the point of beginning. Being part of
NW 1/4, Sec 15, T8N, R14E, City of Yale, St. Clair County,
Michigan, and also being part of Lot #1 of "Carrage Hills
Subdivision" No. 1, as recorded in Liber 95, page 1, St. Clair County
Register of Deeds Office.

Parcel B: Commencing at the N 1/4 Corner, Sec. 15, T8N, R14E,
Brockway Township, St. Clair County, Michigan. Thence W 188.0
feet along the N Sec line, thence S 01°05' E 233.0 feet, thence S
03°34'17" W 119.95 feet, thence N 87°10'00" W 232.42 feet to the
point of beginning. Running thence S 0°48' W 108.19 feet, thence N
84°21'32" W 95.19 feet, thence N 0°48' E 105.0 feet, thence S
87°10'00" E 95.0 feet to the Point of Beginning. Being part of the NW
1/4, Sec 15, T8N, R14E, City of Yale, St. Clair County, Michigan, and
also being part of Lot #2 of "Carrage Hills Subdivision" No. 1, as
recorded in Liber 95, page 1, St. Clair County Register of Deeds
Office.

Parcel C: Commencing at the N 1/4 Corner, Sec 15, T8N, R14E,
Brockway Township, St. Clair County, Michigan. Thence W 482.0
feet along the N Sec line, thence S 0°48' W 233.0 feet to the Point of
Beginning. Running thence S 0°48' West 210.0 feet along the W/4
line of "Carrage Hills Subdivision" No. 1 as recorded in Liber 95,
page 1, St. Clair County Register of Deeds Office, thence W 390.98
feet, thence N 50.0 feet, thence E 389.75 feet, thence N 0°35' E
160.0 feet, thence E 1.97 feet to the point of beginning. Being part of
the NW 1/4, Sec 15, T8N, R14E, City of Yale, St. Clair County,
Michigan.

Linda Cronin, Clerk
City of Yale
111 W. Mechanic St.
Yale, Michigan 48097
810-387-3311

August 17, 95	19.....	19.....
August 24, 1995.	19.....	19.....
August 31, 1995.	19.....	19.....
19.....	19.....	19.....
19.....	19.....	19.....
19.....	19.....	19.....
19.....	19.....	19.....

Signed: Bonnie M. Brown
Bonnie M. Brown

Sworn to and subscribed before me, a Notary Public in
and for St. Clair County, Michigan,

this 1st day of September 1995

Luann J. Kozak

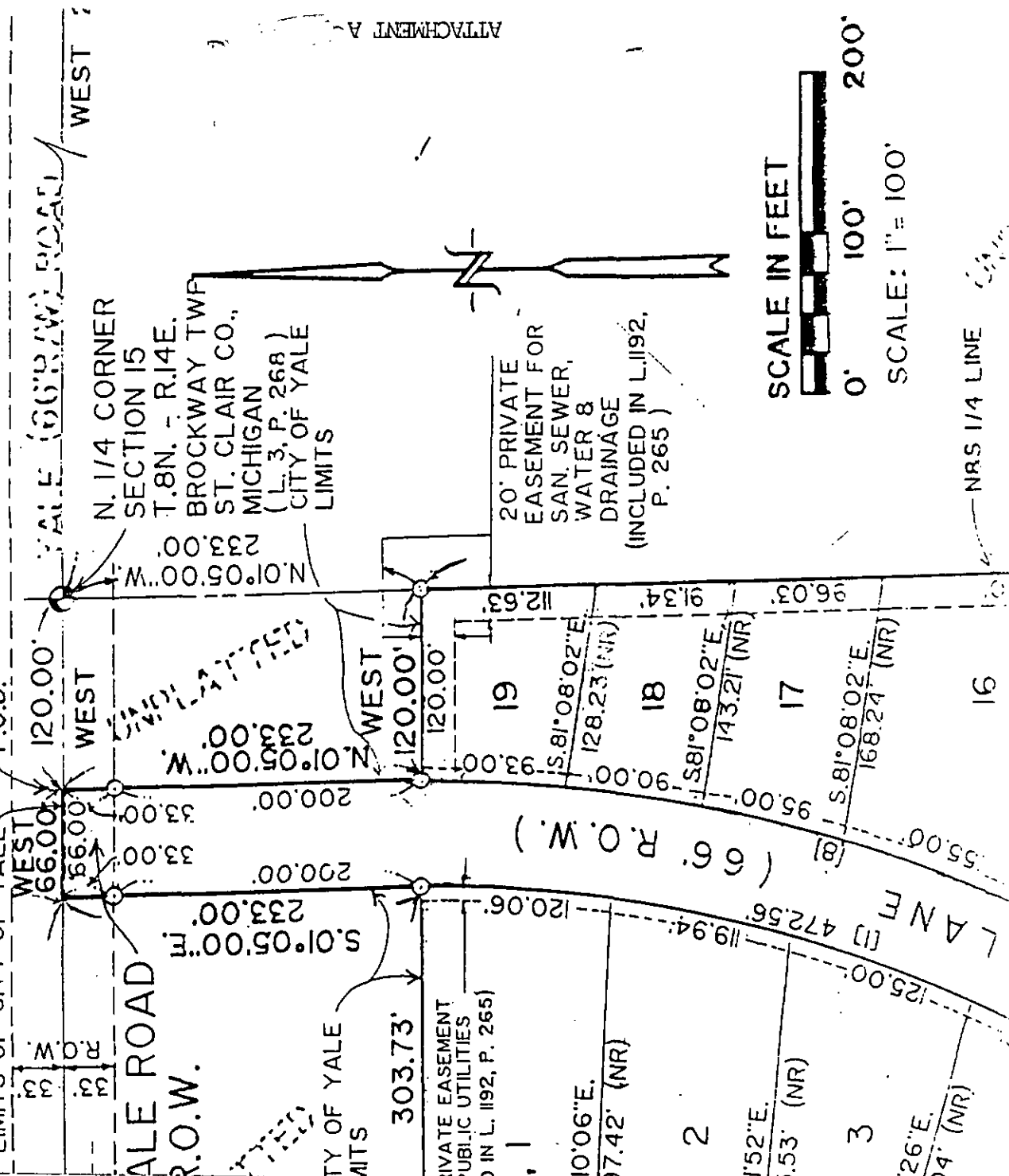
My Commission expires 9/9 1998
LUANN J. KOZAK
NOTARY PUBLIC - ST. CLAIR COUNTY, MI
MY COMMISSION EXPIRES 07/28/98

Post-It™ brand fax transmittal memo 7671 # of pages 1

To <u>Debbie A</u>	From <u>Linda</u>
Co. <u>Davidson Stairs</u>	Co. <u>City of Yale</u>
Dept.	Phone #
Fax # <u>810 985 8380</u>	Fax #

"CARRIAGE HILLS"

PART OF THE NW 1/4 OF SECTION 15, T.8



SCALE IN FEET
0' 100' 200'
SCALE: 1" = 100'

NRS 1/4 LINE

ATTACHMENT A

DAVIDSON STAIGER AND HILL, P.C.

COUNSELLORS AT LAW

FRANK O. STAIGER
STEVEN L. HILL
RICHARD F. MOSIER
MARK H. DAVIDSON
DAVID C. DEVENDORF
DENNIS O. CLYNE
SUSAN L. KREIS
MARK A. FULLMER

901 HURON AVENUE
MACCABEE BUILDING
PORT HURON, MICHIGAN 48060-3706
810/985-8171 (FAX) 810/985-8380

WILBUR S. DAVIDSON
OF COUNSEL

THURSDAY
September Seventh
Nineteen Hundred Ninety-Five

Donald Dodge, Administrator
St. Clair County
County Building
Port Huron, Michigan 48060

Re: Jeff Wilson Detachment

Dear Don:

Find enclosed an Order and Determination that I have prepared for the consideration of the St. Clair County Board of Commissioners relative to the Petition for Detachment of Certain Land from the City of Yale to the Township of Brockway, together with a copy of the Affidavit of Publication. I have faxed a copy of this Resolution to Tim Morris this same date for his review. I assume that any portions of this Order relative to signatures by the Board of Commissioners may be modified to your general resolution form, but I believe the substance of the Order and Determination is appropriate as presented.


For your general information, if there was any question about the proposed Order and Determination, the main thing we need to accomplish Wednesday night is to have the Petition itself presented and considered by the Board of Commissioners. The Order and Determination approving the Petition can be adopted at that same meeting or at any subsequent meeting as long as the Petition is at least presented to the Board of Commissioners Wednesday night for the purposes of taking any comments or objections from the public. In my opinion the discussion relative to the Petition should be treated as a public hearing, although I don't think it is necessary to designate it as such; I believe the only person who will be present, if anyone, will be Jeff Wilson, the owner of the property. I'm sure he will have discussed this with Judy Keegan. It is such a small scale detachment that I am sure it will generate little interest. I

DAVIDSON STAIGER AND HILL, P.C.

Donald Dodge, Administrator
September 7, 1995
Page Two

appreciate your cooperation and assistance throughout this matter.

Sincerely yours,



Dennis Clyne

DC/dh

Enclosure

cc: Judy Keegan, Commissioner
Jeff Wilson
Linda Cronin, Clerk
Arthur Laupichler, Clerk

RESOLUTION 95-26

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-26-0080-0594 FOR REHABILITATION OF RUNWAY 4/22 AS APPROVED BY THE DEPARTMENT OF TRANSPORTATION

BE IT RESOLVED by the members of the Board of Commissioners of St. Clair County, Michigan:

Section 1. That the County Board of Commissioners of St. Clair County, Michigan, shall enter into a Grant Agreement for the development of 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:

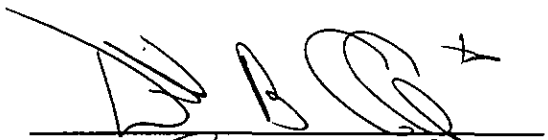
All resolutions and parts of resolutions in conflict with this Resolution, are to the extent of the conflict, hereby rescinded.

DATED: August 23, 1995

Reviewed and Approved by:

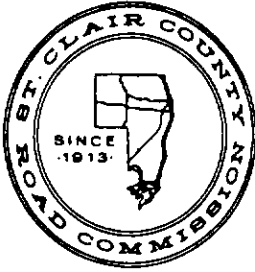


ELWOOD L. BROWN
County Corporation Counsel
301 County Building
Port Huron, MI 48060









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: August 16, 1995

SUBJECT: Grant Offer - St. Clair County International Airport

We have received a grant offer from the Michigan Department of Transportation/Bureau of Aeronautics Block Grant Program for design engineering for rehabilitation of Runway 4/22. The total cost of the project is estimated at \$60,000. Our share of the project will be 5%. The necessary matching funds are available.

This grant offer was approved by our board at their regular meeting held on August 15, 1995. (See attached certified resolution)

Please place this item on the County Board's agenda for the August 23rd meeting for approval and execution.

sb

cc: Elwood Brown, County Corporate Counsel

AIRPORT COMMISSION
OF THE COUNTY OF ST. CLAIR

RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF THE GRANT AGREEMENT BY THE COUNTY OF 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-26-0080-0594

WHEREAS, the County of St. Clair has received a Grant Offer from the Michigan Department of Transportation, Contract No. 95-1009 DAB, Federal Project No. C-26-0080-0594 in the amount of \$60,000 for "Plans and specifications (design engineering) for rehabilitation of Runway 4/22 as approved by the Department;" and

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

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

AYES: Commissioner Street
Commissioner McCormick
Commissioner LaLonde

NAYS: 0

* * * * *

I hereby certify that the foregoing is a true and correct copy of a portion of the minutes of a regular meeting of the Airport Commission of the County of St. Clair held on Tuesday, August 15, 1995 at 1:00 p.m. in the St. Clair County Road Commission's Central Service Center, 21 Airport Drive, St. Clair, Michigan.



Janet C. Kitamura, Secretary

CONTRACT FOR A FEDERAL/STATE/LOCAL
AIRPORT PROJECT
UNDER THE BLOCK GRANT PROGRAM

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 the Board of 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 undertaking at the St. Clair County International Airport in Port Huron, Michigan, hereinafter referred to as the PROJECT and estimated in detail on Exhibit 1, dated July 21, 1995, attached hereto and made a part hereof.

Plans and specifications (design engineering) for rehabilitation of Runway 4/22 as approved by the DEPARTMENT

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 defined in Attachment(s). PROJECT COST shall also include administrative costs incurred by the DEPARTMENT in connection with the PROJECT. Administrative costs incurred by the SPONSOR are not an eligible PROJECT COST.

THE SPONSOR SHALL:

2. Select a consultant to perform each element of the PROJECT which requires such expertise. The consultant shall be selected in accordance with FAA Advisory Circular 150/5100-14. All consultant contracts shall be between the SPONSOR and the consultant except contracts

involving preparation of environmental documentation. Consultant contracts with the SPONSOR 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. 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.

5. 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. Maintain the RECORDS for at least six (6) 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. Allow the DEPARTMENT, or its representative, to 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.

6. Provide, and will require its subcontractors to provide, access by the DEPARTMENT or its representatives, to all technical data, accounting records, reports, and documents pertaining to this Contract. Copies of technical data, reports, and other documents shall be provided by the SPONSOR or its subcontractors to the DEPARTMENT upon request. The SPONSOR agrees to permit 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. All technical data, reports, and documents shall be maintained for a period of six (6) years from the date of final payment.

7. 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 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.

8. Furnish to the DEPARTMENT written reports, monthly, regarding the employment of persons, either directly or through subcontract to this Contract, who have retired from State of Michigan employment pursuant to 1984 PA 2 and 3. Reports must comply with the Report Conditions and meet the Information Requirements set forth in Appendix "D", dated July 18, 1986, attached hereto and made a part hereof.

THE DEPARTMENT SHALL:

9. Bill the SPONSOR for the SPONSOR'S share of estimated PROJECT COST. The DEPARTMENT will bill the SPONSOR for the SPONSOR'S share of additional estimated PROJECT COST for changes approved in accordance with Section 12 at the time of execution of the amendment for approved work.

10. 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. 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.

11. 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:

12. The PROJECT COST participation is estimated to be as shown below and as in the attached Exhibit 1. Exhibit 1 is to be considered an estimate. The actual DEPARTMENT, FAA, and SPONSOR share of the PROJECT COST will be determined at the time of financial closure of the FAA grant.

	Dollar Amount
Federal share	\$54,000
Maximum DEPARTMENT share	\$3,000
SPONSOR share	<u>\$3,000</u>
Estimated PROJECT COST	\$60,000

13. The PROJECT COST shall be met in part with federal funds granted to the DEPARTMENT by FAA through the block grant program and by DEPARTMENT 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 12 or as revised in the Budget Letter discussed in Section 15. The DEPARTMENT 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 12 or as revised in the Budget Letter. Any items of PROJECT COST not funded with FAA or DEPARTMENT funds will be the sole responsibility of the SPONSOR.

14. The SPONSOR hereby agrees the costs reported to the DEPARTMENT for this Contract shall represent only those items which are properly chargeable in accordance with this Contract. The SPONSOR also hereby certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

15. The PROJECT COSTS shown in Section 12 are the maximum obligation of DEPARTMENT and federal funds under this Contract. The maximum obligation of DEPARTMENT and federal funds may be adjusted to an amount less than the maximums shown in Section 12, through a budget letter issued by the DEPARTMENT. A Budget Letter will be used when updated cost estimates for the PROJECT reflect a change in the amount of funds needed to fund all PROJECT COSTS. 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 section 12. If the total amount of PROJECT COSTS exceeds the maximum obligation shown in Section 12, the PROJECT scope will have to be reduced or a written amendment to this Contract to provide additional funds will have to be executed by both parties before the work is started.

16. In the event it is determined by the DEPARTMENT that there will be either insufficient funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or authorizing work performance, may cancel the PROJECT, or any portion thereof, by giving written notice to the SPONSOR. In the event this occurs, this Contract shall be void and of no effect with respect to the cancelled

portion of the PROJECT. Any 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 12 and 13 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 Contract committed by the SPONSOR.

17. 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.

18. This Contract shall be in effect for a period of thirty six (36) months from the date of execution.

19. Failure on the part of the SPONSOR to comply with any of the conditions in this 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 cancellation of the PROJECT, and/or repayment of all grant amounts on a pro rata basis, if the PROJECT has begun. In this section, pro rata means proration of the cost of the PROJECT over twenty (20) years, if the PROJECT has not yet begun.

20. Any approvals, reviews, and inspections of any nature provided by the DEPARTMENT shall not be construed as a warranty or assumption of liability on the part of the DEPARTMENT. It is expressly understood and agreed that any such approvals are for the sole and exclusive purposes of the DEPARTMENT, which is acting in a governmental capacity under this Contract and that such approvals are a governmental function incidental to the grant which is the subject of this Contract.

Any approvals, reviews, and inspections provided by the DEPARTMENT will not relieve the SPONSOR of its obligations hereunder, nor are such approvals, reviews, and inspections provided by the DEPARTMENT to be construed as a warranty as to the propriety of the SPONSOR's performance, but are undertaken for the sole use and information of the DEPARTMENT.

21. In connection with the performance of PROJECT work under this Contract, the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix "A", attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract.

22. In accordance with 1980 PA 278; MCL 423.321, et seq; MSA 17.458(22), et seq, the SPONSOR, in the performance of this Contract, shall not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the State of Michigan, Department of Labor, of employers who have been found in contempt of court by a FAA court of appeals, on not less than three (3) occasions involving different violations during the preceding seven (7) years, for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U.S.C. 158. The DEPARTMENT may void this Contract if the name of the SPONSOR 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.

23. 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.

24. 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 performance of the project assignments under this Contract, except claims resulting from the sole negligence of said indemnitee, its agents or employees.

25. 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 Contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract, or the solicitation thereof.

26. It is expressly understood and agreed that the SPONSOR shall take no action or conduct which arises either directly or indirectly out of its obligations, responsibilities, and duties under this Contract, which results in claims being asserted against or judgments being imposed against the State of Michigan, the DEPARTMENT, the FAA, the Michigan State Transportation Commission, and/or the Michigan Aeronautics Commission. In the event that the same occurs, for the purposes of this Contract it will be considered as a breach of this Contract thereby giving the State of Michigan, the DEPARTMENT, the FAA, the Michigan State Transportation Commission, and/or the Michigan Aeronautics Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

27. In case of any discrepancies between the body of this Contract and any Exhibit hereto, the body of the Contract shall govern.

28. This Contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto, and upon the adoption of the necessary resolution approving said Contract and authorizing the signatures thereto of the respective officials of the SPONSOR, a certified copy of which resolution shall be attached to this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written.

BOARD OF COMMISSIONERS OF THE COUNTY OF ST. CLAIR

BY: _____
TITLE:

MICHIGAN DEPARTMENT OF TRANSPORTATION

BY: _____
TITLE: Department Director



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.**

EXHIBIT 1

ST. CLAIR COUNTY INTERNATIONAL AIRPORT PORT HURON, MICHIGAN

Project No. C-26-0080-0594

July 21, 1995

	Federal	State	Local	Total
ENGINEERING	\$54,000	\$3,000	\$3,000	\$60,000
Consultant-Design for future program	\$51,217	\$2,845	\$2,845	\$56,908
AERO - Design	\$2,783	\$155	\$155	\$3,092
<hr/>				
TOTAL PROJECT BUDGET	\$54,000	\$3,000	\$3,000	\$60,000

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 Title 49, U.S.C., subtitle VII, as amended. 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. Title 49, U.S.C., subtitle VII, as amended.
- 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. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- l. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- m. Powerplant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- n. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- o. Copeland Antikickback Act - 18 U.S.C. 874.¹
- p. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- q. Endangered Species Act - 16 U.S.C. 668(a), et seq.¹
- r. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- s. 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 benefiting 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. **Pavement Preventive Maintenance.** With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

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, reasonable, 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

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:
- (a) submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public;
 - (b) make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
 - (c) for airport development projects, 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;
 - (d) for noise compatibility program projects, 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; and

(e) in a format prescribed by the Secretary, provide to the Secretary and make available to the public, not later than 60 days following each of its fiscal years, ending after March 1, 1995, an annual report listing in detail :

(i) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

(ii) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

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 benefitting 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 8/1/94, 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.

CURRENT FAA ADVISORY CIRCULARS FOR AIP PROJECTS

Updated on: 8/1/94

NUMBER	SUBJECT
70/7460-1H CHG 1 & 2	Obstruction Marking and Lighting
150/5100-14C	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5210-5B	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7B	Aircraft Fire and Rescue Communications
150/5210-14	Airport Fire and Rescue Personnel Protective Clothing
150/5210-15	Airport Rescue & Firefighting Station Building Design
150/5210-18	Systems for Interactive Training of Airport Personnel
150/5220-4B	Water Supply Systems for Aircraft Fire and Rescue Protection
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
150/5220-18	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-19	Guide Specification for Small, Dual-Agent Aircraft Rescue and Firefighting Vehicles
150/5220-20 CHG 1	Airport Snow and Ice Control Equipment
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
150/5300-15	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-5B	Airport Drainage
150/5320-6C CHG 1 & 2	Airport Pavement Design and Evaluation
150/5320-12B	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-14	Airport Landscaping for Noise Control Purposes
150/5325-4A CHG 1	Runway Length Requirements for Airport Design
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

CURRENT FAA ADVISORY CIRCULARS FOR AIP PROJECTS (continued)

Updated on: 8/1/94

NUMBER	SUBJECT
150/5340-21	Airport Miscellaneous Lighting Visual Aids
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

Airport Name: St. Clair International
Associated City: Port Huron, Michigan
Project No.: C-26-0080-0594

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 3-23-90, 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.

Resolution 95-25

Supporting Continuation of Michigan P.A. 511 Board Policies

WHEREAS, Executive Order 1995-16 transfers statutory authority and responsibility for P.A. 511 from the Office of Community Alternatives to the Department of Corrections; and

WHEREAS, the Governor and Legislature have through P.A. 511 established a viable mechanism for distributing resources to counties and local communities to handle felony offenders all of whom are a state correctional responsibility; and

WHEREAS, meaningful alternatives to incarceration are controlled locally; and

WHEREAS, P.A. 511 specified the need for an independent and autonomous entity to carry out its purposes and to provide a policy voice for local governments; and

WHEREAS, Policies established by the State Community Corrections Board have promoted an inclusive state-local partnership to manage Michigan's correctional resources; and

WHEREAS, The Board has demonstrated a commitment to participation by all counties in P.A. 511 policy development and implementation; and

WHEREAS, State Board policies, independent of a link to prison diversion, have recognized and supported local plans to improve jail utilization through P.A. 511 funding; and

NOW THEREFORE, BE IT RESOLVED, That the St. Clair County Board of Commissioners strongly supports continuation of the above enumerated policies and encourages the legislature to re-establish an independent and autonomous policy entity for this purpose.

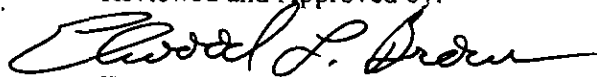
BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to Governor Engler, the Michigan Association of Counties, Michigan Association of Community Corrections Advisory Boards, our area legislators, and appropriate legislative committees.

Respectfully submitted,

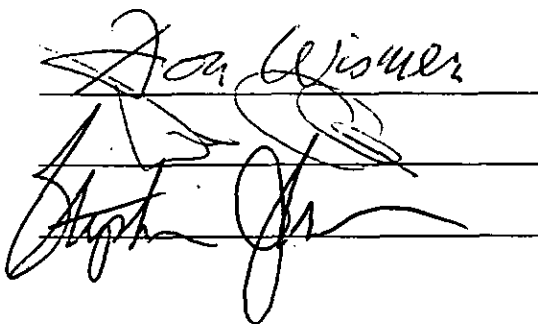
ST. CLAIR COUNTY CRIMINAL JUSTICE ADVISORY BOARD

Dated: August 2, 1995

Reviewed and Approved by:



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



RESOLUTION 95-25

ADOPTING AND APPROVING THE EXECUTION OF THE GRANT AGREEMENT BY THE COUNTY OF ST. CLAIR, MICHIGAN, AND THE MICHIGAN DEPARTMENT OF TRANSPORTATION, FOR THE PURPOSE OF OBTAINING STATE AID FOR THE DEVELOPMENT OF THE ST. CLAIR COUNTY INTERNATIONAL AIRPORT CRACK SEALING CONTRACT

BE IT RESOLVED, by the members of the Board of Commissioners of St. Clair County, Michigan:

Section I. That the County of St. Clair, 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 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:

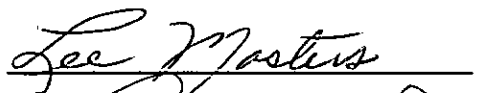
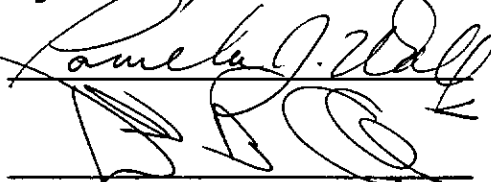
All resolutions and parts of resolutions in conflict with this Resolution, are to the extent of the conflict, hereby rescinded.

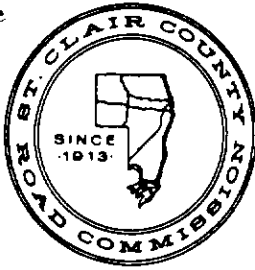
DATED: August 23, 1995

Reviewed and Approved by:



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



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: August 16, 1995

SUBJECT: Crack Sealing Contract

The Michigan Department of Transportation/Bureau of Aeronautics offers a matching grant annually up to a maximum of \$5,000 for crack sealing runways at airports.

For several years, the St. Clair County International Airport has been able to take advantage of these matching funds to help maintain our runways and taxiways. The necessary matching funds are available.

Attached is the agreement between the County Board of Commissioners and the Michigan Department of Transportation for crack sealing at the St. Clair County International Airport. This was approved by our board at their regular meeting held on August 15, 1995. (See certified resolution attached)

Please place this item on the County Board's agenda for the August 23rd meeting for approval and execution.

sb

cc: Elwood Brown, County Corporate Counsel

RESOLUTION NO. 95-10

AIRPORT COMMISSION
OF THE COUNTY OF ST. CLAIR

Crack Sealing Contract

WHEREAS, the agreement between the Board of County Commissioners of the County of St. Clair and the Michigan Department of Transportation for Contract No. 95-1004 DAB for the following:

Crack Sealing on Airport pavements

has been received;

NOW, THEREFORE, BE IT RESOLVED, That the Airport Commission of the County of St. Clair 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 Street
Commissioner McCormick
Commissioner LaLonde

NAYS: 0

* * * * *

I hereby certify that the foregoing is a true and correct copy of a portion of the minutes of a regular meeting of the Airport Commission of the County of St. Clair held on Tuesday, August 15, 1995 at 1:00 p.m. in the St. Clair County Road Commission's Central Service Center, 21 Airport Drive, St. Clair, Michigan.



Janet C. Kitamura, Secretary

CONTRACT FOR A STATE/LOCAL
AIRPORT PROJECT

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, for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at St. Clair County International Airport in Port Huron, Michigan, hereinafter referred to as the PROJECT and estimated in detail on Exhibit 1, dated July 25, 1995, attached hereto and made a part hereof.

Crack Sealing on airport pavements

WITNESSETH:

NOW, THEREFORE, it is agreed:

1. The term PROJECT COST, as herein used, is defined in Attachment(s) 11. PROJECT COST shall also include administrative costs incurred by the DEPARTMENT in connection with the PROJECT. Administrative costs incurred by the SPONSOR are not an eligible PROJECT COST.

THE SPONSOR SHALL:

2. Hereby pledge a sufficient amount of funds to meet its obligations outlined in this Contract.

3. 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.

4. 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. Maintain the RECORDS for at least three (3) years from the date of final payment 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. Allow the DEPARTMENT, or its representative, to 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.

5. Provide, and will require its subcontractors to provide, access by the DEPARTMENT or its representatives, to all technical data, reports, and documents pertaining to this Contract. Copies of technical data, reports, and other documents shall be provided by the SPONSOR or its subcontractors to the DEPARTMENT upon request. The SPONSOR agrees to permit 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. All technical data, reports, and documents shall be maintained for a period of three (3) years from the date of final payment.

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 Contract.

7. Furnish to the DEPARTMENT written reports, monthly, regarding the employment of persons, either directly or through subcontract to this Contract, who have retired from State of Michigan employment pursuant to 1984 PA 2 and 3. Reports must comply with the Report Conditions and meet the Information Requirements set forth in Appendix "D", dated July 18, 1986, attached hereto and made a part hereof.

THE DEPARTMENT SHALL:

8. 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:

9. The PROJECT COST participation is estimated to be as shown below and as in the attached Exhibit 1. Exhibit 1 is to be considered an estimate. The actual DEPARTMENT and SPONSOR share of the PROJECT COST will be determined at the time of financial closure of the PROJECT.

	Dollar Amount
Maximum DEPARTMENT share	\$5,000
SPONSOR share	<u>\$5,000</u>
Estimated PROJECT COST	\$10,000

10. The PROJECT COST shall be met in part by contributions from the DEPARTMENT. The DEPARTMENT funds will be applied to the PROJECT COST at a rate of Fifty Percent (50%) for those items eligible for state participation in an amount not to exceed the maximum obligation shown in Section 9. Any items of PROJECT COST not funded with DEPARTMENT funds will be the sole responsibility of the SPONSOR.

11. The SPONSOR hereby agrees the costs reported to the DEPARTMENT for this Contract shall represent only those items which are properly chargeable in accordance with this Contract. The SPONSOR also hereby certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

12. Any change in scope of the PROJECT, DEPARTMENT's share of the PROJECT cost, or term of this Contract shall be by execution of a prior written amendment to this Contract by the parties hereto.

13. In the event it is determined by the DEPARTMENT that there will be either insufficient funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or authorizing work performance, may cancel the PROJECT, or any portion thereof, by giving written notice to the SPONSOR. In the event this occurs, this Contract shall be void and of no effect with respect to the cancelled portion of the PROJECT. Any 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 9 and 10 shall not be construed to require the DEPARTMENT's participation in the cancelled portion.

14. Payment of or reimbursement to the SPONSOR of any cost by the DEPARTMENT 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 to by the SPONSOR. The DEPARTMENT will make final determination as to allowability only after final audit of the PROJECT.

15. All agreements and/or contracts or supply requisitions involving DEPARTMENT funds shall comply with Title 49, CFR Part 18, incorporated herein by reference as if the same were repeated in full herein.

16. 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.

17. This Contract shall be in effect for a period of Eighteen (18) months from the date of execution.

18. Any approvals, reviews, and inspections of any nature provided by the DEPARTMENT shall not be construed as a warranty or assumption of liability on the part of the DEPARTMENT. It is expressly understood and agreed that any such approvals are for the sole and exclusive purposes of the DEPARTMENT, which is acting in a governmental capacity under this Contract and that such approvals are a governmental function incidental to the grant which is the subject of this Contract.

Any approvals, reviews, and inspections provided by the DEPARTMENT will not relieve the SPONSOR of its obligations hereunder, nor are such approvals, reviews, and inspections provided by the DEPARTMENT to be construed as a warranty as to the propriety of the SPONSOR's performance, but are undertaken for the sole use and information of the DEPARTMENT.

19. In connection with the performance of PROJECT work under this Contract, the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts" as set forth in Appendix "A", attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract.

20. The parties hereto further agree that they will abide by 49 CFR Part 23 with regards to DBE/MBE/WBE requirements in construction contracts.

21. In accordance with 1980 PA 278; MCL 423.321, *et seq*; MSA 17.458(22), *et seq*, the SPONSOR, in the performance of this Contract, shall not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the State of Michigan, Department of Labor, of employers who have been found in contempt of court by a federal court of appeals, on not less than three (3) occasions involving different violations during the preceding seven (7) years, for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U.S.C. 158. The DEPARTMENT may void this Contract if the name of the SPONSOR 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.

22. 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.

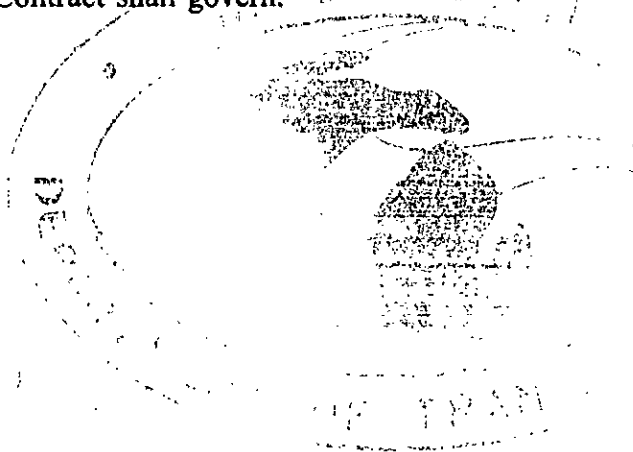
23. In addition to the protection afforded by any policy of insurance, the SPONSOR agrees to indemnify and save harmless the State of Michigan, the Michigan State Transportation Commission, the Michigan Aeronautics Commission, the DEPARTMENT, and all officers, agents, and employees thereof:

- 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 of the project assignments; and
- b. from any and all claims of injuries to, or death of, any and all persons, and for loss of or damage to property and environmental damage or degradation, and from attorney fees and related costs arising out of, under, or by reason of the SPONSOR's performance of the project assignments under this Contract, except claims resulting from the sole negligence of said indemnitee, its agents, or employees.

24. 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 its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

25. 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.

26. In the event of any conflict between the Contract body and any Exhibit(s) thereto, the body of the Contract shall govern.



27. 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.

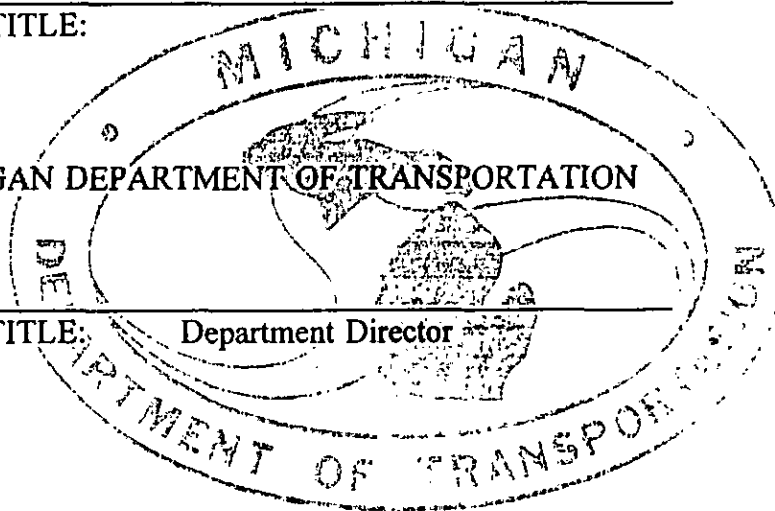
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written.

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ST. CLAIR

BY: _____
TITLE:

MICHIGAN DEPARTMENT OF TRANSPORTATION

BY: _____
TITLE: Department Director



Reviewed
R93
Contract
Admin.

ATTACHMENT 11

SUPPLEMENTAL PROVISIONS FOR STATE/LOCAL CONTRACTS INVOLVING LESS THAN \$10,000 STATE FUNDS WITH THE BID OPENING HANDLED BY THE SPONSOR

1. The term PROJECT COST as herein used is hereby defined as the cost of all work necessary to complete the items identified in the body of this Contract as the PROJECT.

2. The Sponsor shall select a consultant to perform each element of the PROJECT which requires such expertise. All consultant contracts shall be between the SPONSOR and the consultant. Consultant contracts 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. 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.

4. The SPONSOR shall solicit bids only from those contractors approved by the DEPARTMENT'S Bureau of Aeronautics.

5. The SPONSOR shall have the contract between the SPONSOR and the successful contractor approved by the DEPARTMENT prior to executing said contract.

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 shown on the attached Exhibit 1. The SPONSOR shall pay the contractor immediately upon receipt of their billing. Upon completion of the PROJECT and payment of all eligible and allowable PROJECT COST, the SPONSOR will submit within 180 days of completion of the project copies of contractor invoices and cancelled checks to the DEPARTMENT as evidence of actual expenditures.

7. Payment of any cost by the DEPARTMENT 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 to by the SPONSOR. The DEPARTMENT will make final determination as to allowability only after final audit of the PROJECT.

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

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

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 27, 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 natural origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Michigan Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Michigan Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Michigan Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs 1 through 6 of every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Michigan Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Michigan Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**APPENDIX D
(July 18, 1986)**

REPORT OF RETIRED STATE EMPLOYEES

CONDITIONS

1. **Include only names of persons under sixty-two (62) years of age who have performed a portion of the work required by this agreement and have also received remuneration therefore during the time period covered by the report.**
2. **Reports are to be submitted to the DEPARTMENT'S Office of Human Resources by the first (1st) of each month during the term of this agreement.**

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.**

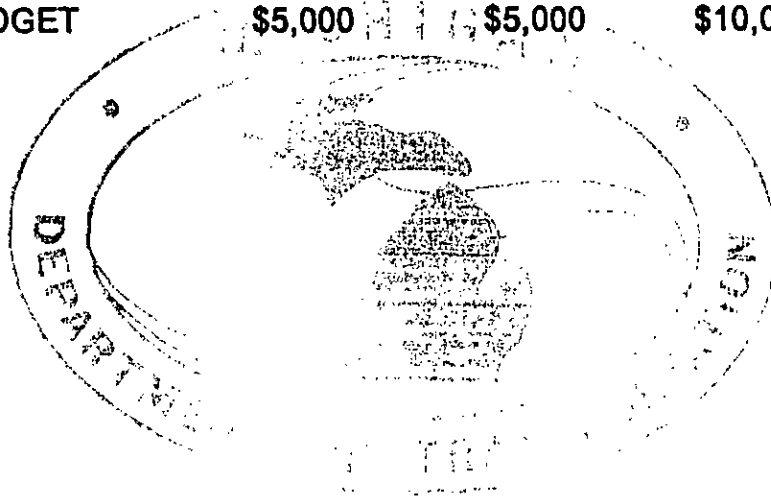
EXHIBIT 1

ST. CLAIR COUNTY INTERNATIONAL AIRPORT PORT HURON, MICHIGAN

1995 State/Local Program

July 25, 1995

	State	Local	Total
CONSTRUCTION	\$5,000	\$5,000	\$10,000
Crack Sealing	\$5,000	\$5,000	\$10,000
TOTAL PROJECT BUDGET	\$5,000	\$5,000	\$10,000



RESOLUTION 95-24

A RESOLUTION OF INTENT TO BUILD A 70,000 SQUARE FOOT COUNTY OFFICE BUILDING AT 212 GRAND RIVER AVENUE, PORT HURON, MICHIGAN (INCLUDING APPROPRIATE PARKING) TO PROVIDE 35,000 SQUARE FEET TO BE LEASED TO THE DEPARTMENT OF SOCIAL SERVICES AND AUTHORIZING THE ADMINISTRATOR/CONTROLLER TO NEGOTIATE LEASE TERM WITH THE MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET

WHEREAS, the St. Clair County Board of Commissioners has determined by independent study, the need for additional office space and has purchased 6.26 acres of land in downtown Port Huron; and

WHEREAS, the Department of Social Services has expressed interest to relocate to a new facility; and

WHEREAS, the Board of Commissioners desires to include the Department of Social Services in its plans for additional space; and

WHEREAS, the St. Clair County Board of Commissioners states its intent to proceed with this project, so that it may be available to the Department of Social Services both for occupancy and operation by the end of 1996.

NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners hereby intends to build a 70,000 square foot building at 212 Grand River Avenue, Port Huron, Michigan, including necessary appropriate parking, 35,000 square feet to be leased to the Department of Social Services, according to plans and specifications prepared in conjunction with the Department of Social Services.

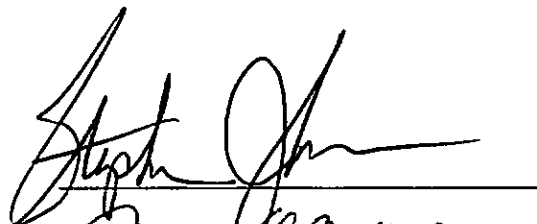
BE IT FURTHER RESOLVED, that the Board of Commissioners authorizes the County Administrator/Controller to negotiate lease terms with the Michigan Department of Management and Budget for long-term occupancy of these facilities. Said negotiated terms being subject to final approval by this Board.

DATED: JULY 26, 1995

Reviewed and Approved by:



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



RESOLUTION 95-23

ADDING THE MODIFIED PLAN AND 80-RULE PROVISIONS FOR
ST. CLAIR COUNTY ROAD COMMISSION SERVICE EMPLOYEES'
INTERNATIONAL UNION EMPLOYEES' PARTICIPATION IN THE ST.
CLAIR COUNTY EMPLOYEES' RETIREMENT SYSTEM

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

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

WHEREAS, the St. Clair County Board of Commissioners has reviewed the St. Clair County Employees' Retirement System and has determined that a Modified Plan and 80-Rule, be made available; and

WHEREAS, the St. Clair County Road Commission determines that the Service Employees International Union employees of the St. Clair County Road Commission are eligible to participate in said Modified Plan and 80-Rule by Resolution 95-24 adopted June 20, 1995.

NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners resolves that the St. Clair County Road Commission International Union employees be eligible to participate in the St. Clair County Retirement System as follows:

1. Union Road Commission employees who maintained contributions in the St. Clair County Retirement System prior to March 1, 1995 shall be entitled to select one of the following options:
 - a. Historic Plan
 - i) A final average compensation based on 2% per year based on the best five (5) of the last ten (10) years of service to a maximum of 64%.
 - ii) Eligibility for health care upon eligibility for a pension under the vesting terms of the Retirement System.

b. Modified Plan

i) A final average compensation as follows:

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

ii) Maximum final average compensation at 69.6% at 29 years of service.

iii) Eligible for health care upon attaining twenty (20) years of service. The cost of the health care plan shall be borne by the retirement plan.

iv) Each employee eligible to exercise an option shall be provided an election form by the County. The employee shall submit their executed election form on or before February 28, 1998. Failure to submit an election form shall result in the employee being subject to the Modified Plan. An employee's election shall be irrevocable.

2. Union Road Commission employees whose employment commences on or after March 1, 1995 shall have no option but shall be subject to the Modified Plan provided in the preceding 1.b i), ii) and iii).

3. 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.

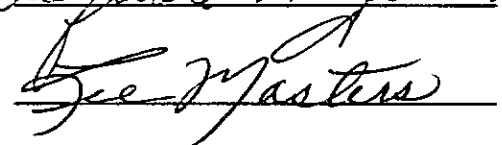
4. All resolutions and parts of resolutions in conflict with this resolution are to the extent of conflict, hereby rescinded.

DATED: JULY 26, 1995

Reviewed and Approved by:



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



RESOLUTION 95-22

AMENDING RESOLUTION 93-32
ADDING THE 80-RULE PROVISION FOR THE ST. CLAIR COUNTY
ROAD COMMISSION'S NON-UNION EMPLOYEES PARTICIPATION
IN THE ST. CLAIR COUNTY EMPLOYEES' RETIREMENT SYSTEM

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

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

WHEREAS, the St. Clair County Board of Commissioners has reviewed the St. Clair County Employees' Retirement System, and has determined that the 80-Rule be made available; and

WHEREAS, the St. Clair County Board of Commissioners determines that the non-union employees of the St. Clair County Road Commission are eligible to participate in the said plan, as recommended by the Road Commission Resolution 95-25, adopted June 20, 1995.

NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners Resolution 93-32 be hereby amended adding the 80-Rule for the St. Clair County Road Commission non-union employees, who shall be eligible to participate in the St. Clair County Retirement System as follows:

"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."

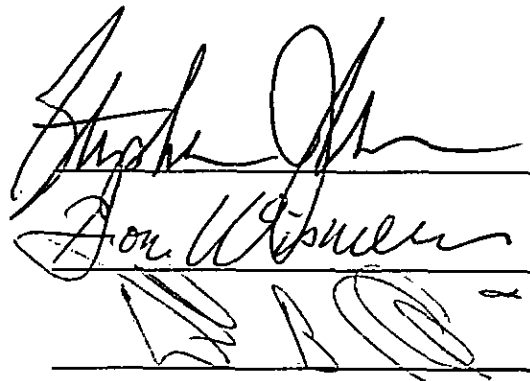
All resolutions and parts of resolutions in conflict with this resolution, are to the extent of the conflict, hereby rescinded.

DATED: JULY 26, 1995

Reviewed and Approved by:



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



RESOLUTION 95-21

RESOLUTION AUTHORIZING TREASURY FILING
AND INTENT TO REIMBURSE EXPENDITURES

Board of Commissioners 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 on the 28 day of
June, 1995, at 7:30 o'clock p.m. Eastern Daylight Time.

PRESENT: Members Pat Acciavatti, Don Cole, Stephen Kearns, Lee Masters
Pam Wall, Don Wismer, Judy Keegan -7.

ABSENT: Members None

The following preamble and resolution were offered by
Commissioner Wismer and supported by Commissioner
Kearns:

WHEREAS, the County of St. Clair, Michigan (the "County")
intends to request that the Commission of the St. Clair County
Building Authority, State of Michigan (the "Authority") issue and
sell bonds, pursuant to Act 31, Public Acts of Michigan, 1948
(First Extra Session), as amended, or issue bonds itself under
other authority, in an amount not to exceed Nine Million Dollars
(\$9,000,000) for the purpose of paying the cost of constructing and
equipping new County offices and constructing, reequipping and
refurbishing the existing County offices to serve the County; and

WHEREAS, prior to issuance of bonds the County must either
receive prior approval of the bonds from the Michigan Department of
Treasury (the "Department") or be exempt from prior approval as
provided in Chapter III, Section 11 of Act 202, Public Acts of
Michigan, 1943, as amended; and

WHEREAS, County desires at this time to state its intention to
be reimbursed from proceeds of the bonds for any expenditures
undertaken by the Authority or the County, as the case may be, for
the afore-described project prior to issuance of the bonds.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The County Administrator, the Chairman, Board of
Commissioners and Clerk of the County each is authorized to notify
the Department of the Authority's intent to issue the bonds
described in the preamble to this resolution, to pay the related
fee and to request an order providing an exception for the bonds
from prior approval by the Department.

2. The County makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended:

- (a) As of the date hereof, the County and the Authority reasonably expect to reimburse themselves for the expenditures described in (b) below with proceeds of debt to be incurred by the Authority or the County.
- (b) The expenditures described in this paragraph (b) are for the costs of constructing and equipping new County offices, constructing, reequipping and refurbishing the existing County offices, together with appurtenances and attachments thereto to serve the County (the "Project") which were or will be paid subsequent to sixty (60) days prior to the date hereof from moneys available to the County or the Authority from the County's general fund.
- (c) The maximum principal amount of debt expected to be issued for the Project, including issuance costs, is \$9,000,000.
- (d) A reimbursement allocation of the expenditures described in (b) above with the proceeds of the borrowing described herein will occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the Project is placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid. A reimbursement allocation is an allocation in writing that evidences the County's or the Authority's use of the proceeds of the debt to be issued for the Project to reimburse the County or the Authority for a capital expenditure made pursuant to this Resolution.
- (e) The expenditures described in (b) above are "capital expenditures" as defined in Treas. Reg. § 1.150-1(b), i.e., any costs of a type which are properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Treas. Reg. § 1.150-2(c)) under general Federal income tax principles (as determined at the time the expenditure is paid).
- (f) No proceeds of the borrowing paid to the County or the Authority in reimbursement pursuant to this Resolution will be used in a manner described in Treas. Reg. § 1.150-2(h) with respect to abusive uses of such proceeds, including but not limited to

using funds corresponding to the proceeds of the borrowing in a manner that results in the creation of replacement proceeds (within Treas. Reg. § 1.148-1) within one year of the reimbursement allocation described in (d) above.

- (g) Expenditures for the Project to be reimbursed from the proceeds of the borrowing for purposes of this Resolution do not include (i) costs for the issuance of the debt, or (ii) costs in an amount not in excess of the lesser of \$100,000 or five percent (5%) of the proceeds of the borrowing, or (iii) preliminary expenditures not exceeding twenty percent (20%) of the issue price of the borrowing, within the meaning of Treas. Reg. § 1.150-2(f) (such preliminary expenditures include architectural, engineering, surveying, soil testing and similar costs incurred prior to construction of the Project, but do not include land acquisition, site preparation, and similar costs incident to commencement of construction).

2. 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 Acciavatt, Cole, Kearns, Masters,
 Wall, Wismer, Keegan -7.

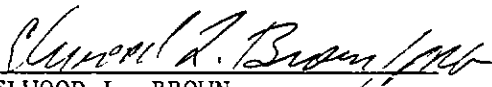
NAYS: Members None

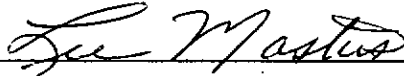
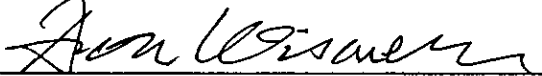
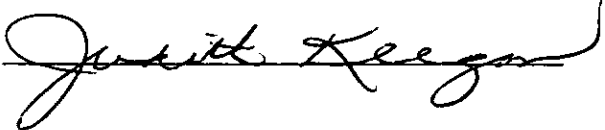
RESOLUTION DECLARED ADOPTED.

Clerk

DATED: June 28, 1995

Reviewed and Approved by:


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

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners of the County of St. Clair, State of Michigan, at a Regular meeting held on June 28, 1995, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Clerk

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RESOLUTION 95-20

PETITIONING THE FEDERAL GOVERNMENT
TO ESTABLISH A DEPARTMENT OF VETERANS AFFAIRS
OUTPATIENT CLINIC IN YALE, MICHIGAN

WHEREAS, the County of St. Clair has approximately 16,000 veterans residing within its boundaries; and

WHEREAS, the Veterans of St. Clair County must travel distances of up to 120 miles to seek the medical treatment to which they are entitled under the Code of Federal Regulations; and


WHEREAS, a Five County Committee, comprised of veterans and concerned citizens of the Michigan Thumb Area, is attempting to have the Federal Government establish a Veterans Affairs Outpatient Clinic in Yale, Michigan; and

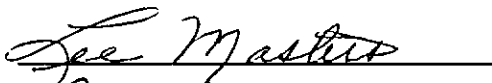

WHEREAS, the establishment of an Outpatient Clinic, under the cognizance of the Department of Veterans Affairs, with no cost to the residents of St. Clair County, would greatly enhance the health care options of local veterans, and provide for associated economic growth within the community.

NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners fully supports the efforts of the Five County Veterans Committee in its endeavor to petition the Federal Government to establish a Department of Veterans Affairs Outpatient Clinic, for the purpose of providing basic health care to local veterans, within the community of Yale, Michigan.

DATED: June 28, 1995

Reviewed and Approved by:


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



RESOLUTION 95-19

AUTHORIZING FULL FAITH AND CREDIT FOR PAYMENT OF A NOTE
FOR THE BRANCH #1 OF SECTION 24 DRAIN

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 Weston Transport, Inc. for the construction of the BRANCH #1 OF SECTION 24 DRAIN in Sections 13 and 24 in Casco Township; and


WHEREAS, the required note for the BRANCH #1 OF SECTION 24 DRAIN is in the amount of \$75,600.00.


NOW, THEREFORE, BE IT RESOLVED that the St. Clair County Board of Commissioners pledges its full faith and credit for the payment of the \$75,600.00 note for the BRANCH #1 OF SECTION 24 DRAIN in Casco 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.

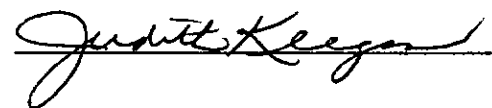
DATED: June 28, 1995

Reviewed and Approved by:


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







RESOLUTION AUTHORIZING
ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. VII
(IRA TOWNSHIP) BONDS, SERIES 1995

A RESOLUTION PROVIDING FOR THE ISSUANCE OF ADDITIONAL BONDS TO DEFRAID COSTS OF COMPLETING WATER SUPPLY SYSTEM IMPROVEMENTS; PROVIDING FOR THE PAYMENT AND SECURITY OF SAID BONDS, AND PROVIDING FOR OTHER MATTERS RELATIVE TO SAID BONDS AND THE SECURITY THEREFOR.

Minutes of a Regular Meeting of the Board of Commissioners of the County of St. Clair, Michigan (the "County"), held in said County on the 28th day of June, 1995, at 7:30 o'clock p.m., Eastern Daylight Time.

PRESENT: Members Pat Acciavatti, Don Cole, Stephen Kearns, Lee Masters, Pam Wall, Don Wismer, Judy Keegan -7

ABSENT: Members None

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

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

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

WHEREAS, the County pursuant to the Act has established the St. Clair County Water Supply System No. VII (Ira Township) (the "System"); and

WHEREAS, the County, by and through the Board, and the Township of Ira (the "Local Unit") have entered into a contract (the "Contract") for the completion of the construction and financing and the operation of certain water supply system improvements as more particularly described in the Contract, as a part of that System (the "Project"), which Contract is attached hereto and made a part of this resolution; and

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

WHEREAS, plans, specifications and estimates of cost of completion of the Project have been prepared by Fishbeck, Thompson, Carr & Huber, Inc., consulting engineers of Ada, Michigan, and have been approved by the Board; and

WHEREAS, under the provisions of the Contract, the Local Unit has obligated itself to pay costs of completion of said Project to be financed by the issuance of bonds of the County, by paying the installments, plus interest, as specified in Section 9 of the Contract (the "Contractual Payments"), and the Local Unit has further obligated itself to collect sufficient moneys and levy ad valorem taxes, if necessary, annually, for the purpose of meeting the Contractual Payments, subject to a limited tax pledge of the Local Unit within applicable statutory and constitutional limitations; and

WHEREAS, the County now proposes to issue its bonds, as authorized by the Act, in anticipation of and secured primarily by the Contractual Payments which the Local Unit has in the Contract obligated itself to provide in such amounts as may be necessary to pay the costs of completing the construction of the Project, and all things necessary to the authorization and issuance of said bonds under the Act having been done, and the County being now empowered and desirous of authorizing the issuance of said bonds; and

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

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

Section 1. Pursuant to and subject to the terms and conditions of the Act, the Board of Commissioners of the County does hereby approve the completion of the improvements to the System for the supply and distribution of water in the district similarly named, the Project consisting generally of a water treatment plant, a storage tank, a shore well, pipelines and service pumps, together with all necessary and related appurtenances, attachments, works, instrumentalities, land, rights in land and properties used or useful in connection with the operation of a water supply and distribution system in the area comprising said district, as described in the Contract.

Section 2. The plans, specifications and estimates of cost for completion of the Project as prepared by the consulting engineers are hereby accepted and approved, and it is hereby

determined to be advisable and necessary for the public health of the County to acquire, construct and complete the Project as provided in said plans and specifications.

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

Section 4. The total estimated cost of the completion of the acquisition and construction of the Project, including payment of incidental expenses as specified in Section 6 of this resolution in the amount of \$3,200,000 is hereby approved and confirmed.

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

Section 6. For the purpose of defraying part of the costs of completion of the Project, including payment of engineering, legal and financial expenses, there be borrowed the sum of Three Million Two Hundred Thousand Dollars (\$3,200,000), and that in evidence thereof there be issued the bonds of the County in an equivalent aggregate principal amount, which bonds are sometimes hereinafter referred to in this resolution as the "bonds." The balance of the cost of completing the Project, if any, shall be paid by the Local Unit as provided in the Contract.

Section 7. The bonds shall be designated ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. VII (IRA TOWNSHIP) BONDS, SERIES 1995, the principal of and interest thereon to be payable primarily out of the Contractual. Payments required to be paid by the Local Unit pursuant to the Contract. The title of the bonds, the dated date of the bonds, the series designation and the dates of principal maturities may be changed by the Board at the time of the sale

thereof. Said bonds shall be registered as to principal and interest of the denomination of \$5,000 or multiples of \$5,000 up to the amount of a single maturity, numbered consecutively in order of authentication from 1 upwards, dated as of July 1, 1995, or such later date as may be approved by the Board at the time of sale of the bonds, callable prior to maturity as hereinafter provided, and shall be payable annually on July 1 as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
1996	\$130,000	2006	\$135,000
1997	140,000	2007	140,000
1998	145,000	2008	150,000
1999	145,000	2009	155,000
2000	160,000	2010	165,000
2001	165,000	2011	175,000
2002	175,000	2012	195,000
2003	120,000	2013	210,000
2004	125,000	2014	220,000
2005	130,000	2015	220,000

The bonds bear interest at a rate or rates determined on sale thereof, not exceeding nine percent (9%) per annum payable on January 1, 1996, and semiannually thereafter, by check drawn on the transfer agent for the bonds and mailed to the registered owner at the registered address, as shown on the registration books of the County maintained by the transfer agent. Interest shall be payable to the registered owner of record as of the 15th day of the month prior to the payment date for each interest payment. The date of determination of registered owner for purposes of payment of interest as provided in this Section be changed by the County to conform to market practice in the future. The principal of the bonds shall be payable at such Michigan bank or trust company as shall be determined as transfer agent for the bonds by the Board,

and the Board is hereby authorized to enter into all required contractual arrangements with the transfer agent.

Section 8. The Chairman of the Board of Commissioners and the County Clerk are hereby authorized and directed to execute said bonds by means of their facsimile signatures when issued and sold for and on behalf of the County and to cause to be imprinted thereon a facsimile of the seal of the County. No bond of this series shall be valid until authenticated by an authorized officer of the transfer agent. The Bonds shall be delivered to the transfer agent for authentication and shall then be delivered to the purchaser in accordance with instructions from the Treasurer of the County upon payment of the purchase price for the bonds in accordance with the bid therefor when accepted. Executed blank bonds for registration and issuance to transferees shall simultaneously, and from time to time thereafter as necessary, be delivered to the transfer agent for safekeeping.

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

Section 9. Said bonds and the interest thereon shall be payable primarily from the Contractual Payments received by the Board on behalf of the County, for the payment of which the Local Unit has in the Contract pledged its limited tax full faith and credit as a first budget obligation pursuant to the provisions of the Act. Pursuant to the provisions of Section 6, Article IX of the Michigan Constitution of 1963, the Local Unit has covenanted and agreed to levy taxes annually to the extent necessary to provide the funds to meet its Contractual Payments when due in anticipation of which the bonds are issued, which taxes shall be levied subject to applicable constitutional and statutory limitations. All of such Contractual Payments are hereby pledged solely and only for the payment of principal of and interest on the bonds.

Section 10. Pursuant to the authorization provided in the Act, the full faith and credit of the County is hereby pledged for the prompt payment of the principal of and interest on the bonds as the same shall become due. If for any reason there are not sufficient funds on hand from the Contractual Payments to pay the principal of and interest on the bonds when due, upon written notification by the Board to the County Treasurer of the amount of such deficiency, the County Treasurer shall promptly deposit into the debt retirement fund for said bonds the amount of such deficiency out of general funds of the County. If it becomes necessary for the County to so advance any such moneys, it shall be entitled to reimbursement from any surplus from time to time existing in the fund which said principal and interest are

primarily liable, or from any other legally available source. The County recognizes and covenants that its full faith and credit pledge hereunder is a first budget obligation, and, to the extent necessary to provide funds to meet such pledge herein provided, it is obligated to levy ad valorem taxes against the taxable property in the County, which taxes, however, shall be subject to statutory and constitutional limitations.

Section 11. It shall be the duty of the Board, after the adoption of this resolution and the sale of the bonds herein authorized, to open a special depository account with a bank or trust company to be designated by the Board to be designated DEBT RETIREMENT FUND - ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. VII (IRA TOWNSHIP) BONDS, SERIES 1995, sometimes referred to as the "debt retirement fund," into which account the Board shall deposit the capitalized interest and any premium and accrued interest received upon delivery of the bonds and all Contractual Payments as received, and into which account any advances made by the County pursuant to Section 10 of this resolution shall be deposited. The moneys from time to time on hand in said debt retirement fund shall be used solely and only for the payment of the principal of and interest on the bonds, or, to the extent of any surplus, to reimburse the County for any advances made pursuant to Section 10 hereof. The County shall have the right to invest moneys in the debt retirement account as provided in the Contract, which investments may be in obligations other than those of the depository bank or trust company only.

Section 12. The operation, maintenance and administration of the System and the completion of the acquisition and construction of the Project shall be under the overall jurisdiction and control of the Board as agency of the County, and the provisions in the Contract relative to such operation, maintenance and administration are hereby recognized, approved and confirmed.

Section 13. Said bonds shall be in substantially the following form:

NO. _____

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF ST. CLAIR
ST. CLAIR COUNTY
WATER SUPPLY SYSTEM NO. VII
(IRA TOWNSHIP) BONDS, SERIES 1995

<u>Interest Rate</u>	<u>Date of Maturity</u>	<u>Date of Original Issuance</u>	<u>CUSIP</u>
	July 1, _____	July 1, 1995	

Registered Owner:

Principal Amount: _____ Dollars

The County of St. Clair, State of Michigan (the "Issuer"), for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America on the Date of Maturity specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on January 1, 1996, and semiannually thereafter. Principal of this bond is payable at the _____ office of _____, Michigan, or such other transfer agent as the Issuer may hereafter designate by notice mailed to the Registered Owner hereof not less than sixty (60) days prior to any interest payment date (the "Transfer Agent"). Interest on this bond is payable to the Registered Owner of record as of the fifteenth (15th) day of the month preceding the payment date as shown on the registration books of the Issuer maintained by the Transfer Agent, by check or draft mailed to the Registered Owner at the registered address.

The bonds of this issue are payable primarily from the proceeds of contractual payments to be paid by the Township of Ira, located in the County of St. Clair, Michigan, to the Board of Public Works, acting for and on behalf of the Issuer, pursuant to a certain Contract dated July 1, 1995, between the Issuer and said public corporation, whereby said Board, on behalf of the Issuer, is to complete the construction of water supply system improvements to service said public corporation, said system designated as "St. Clair County Water Supply System No. VII (Ira Township)." By the provisions of said Contract and pursuant to the authorization provided by law, the Township has pledged its limited tax full faith and credit for the payment of its contractual payments. The Issuer has irrevocably pledged to the payment of this issue of

bonds the total contractual payments, which said total payments are established in the amount required to pay the principal of and interest on the bonds of this issue when due. As additional security for the payment of the bonds of this issue, the Issuer, pursuant to the provisions of Act 185, Public Acts of Michigan, 1957, as amended, and a three-fifths (3/5) vote of the members-elect of its Board of Commissioners, has pledged its full faith and credit for the prompt payment of the principal of and interest thereon. The full faith and credit pledges of the Issuer and the Township are limited tax general obligations of each, and the Issuer and the Township are required to pay their respective debt service commitments on the bonds as a first budget obligation from their general funds, including the collection of any ad valorem taxes which they are each authorized to levy. However, the ability of the Issuer and the Township to levy such taxes is subject to statutory and constitutional limitations.

This bond is one of a total authorized issue of bonds of even original issue date, aggregating the principal sum of \$3,200,000, issued pursuant to a resolution duly adopted by the Board of Commissioners of the Issuer on _____, 1995, and under and in full compliance with the Constitution and statutes of the State of Michigan, including specifically Act 185, Public Acts of Michigan, 1957, as amended, for the purpose of paying costs of completion of the construction of water supply system improvements to service said Township. For a complete statement of the funds from which and the conditions under which this bond is payable, and the general covenants and provisions pursuant to which this bond is issued, reference is made to the above described resolution.

Bonds of this issue maturing in the years 1996 to 2004, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds in multiples of \$5,000 of this issue maturing in the years 2005 to 2015, inclusive, shall be subject to redemption prior to maturity, at the option of the Issuer, in such order as the Issuer shall determine, on any interest payment date on or after July 1, 2004, at par and accrued interest to the date fixed for redemption, plus a premium expressed as a percentage of par, as follows:

1.5% of the par value of each bond or portion thereof called for redemption on or after July 1, 2004, but prior to July 1, 2005;

1.0% of the par value of each bond or portion thereof called for redemption on or after July 1, 2005, but prior to July 1, 2006;

0.5% of the par value of each bond or portion thereof called for redemption on or after July 1, 2006, but prior to July 1, 2007.

No premium shall be paid on bonds or portions thereof called for redemption on or after July 1, 2007.

[Mandatory Redemption of Term Bonds designated at option of purchaser of the Bonds.]

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

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

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

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

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

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

COUNTY OF ST. CLAIR

By _____
Chairman, Board of Commissioners

[SEAL]

County Clerk

[FORM OF TRANSFER AGENT'S
CERTIFICATE OF AUTHENTICATION]

Certificate of Authentication

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

Transfer Agent

By _____
Authorized Signature

Date of Registration: _____

resolution and the Contract shall be enforceable by appropriate proceedings taken by such holder either at law or in equity.

Section 17. The County covenants and agrees with the successive holders of the bonds that so long as any of the bonds remain outstanding and unpaid as to either principal or interest:

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

(b) The County and the Board, as the agency of the County, will apply and use the proceeds of the sale of the bonds for the purposes and in the manner required by the Contract and this resolution. The County will maintain and keep proper books of record and account relative to the application of funds for the construction of the Project and the Contractual Payments received pursuant to the Contract or monies advanced by the County. Not later than three (3) months after the end of each year, the Board shall cause to be prepared a statement, in reasonable detail, sworn to by its chief accounting officer, showing the application of the proceeds of the sale of the bonds, the cash receipts from the Contractual Payments or monies advanced by the County during such year, and the application thereof, and such other information as may be necessary to enable any taxpayer or any holder or owner of the bonds, or anyone acting in their

behalf, to be fully informed as to all matters pertaining to the completion of construction of the Project and application of funds therefor or for the payment of bonds during such year. A certified copy of said statement shall be filed with the County Clerk and the Clerk of the Local Unit and a copy shall also be sent to the manager or managers of the account purchasing the bonds.

(c) The County will take or abstain from taking all actions required by the federal Internal Revenue Code and regulations thereunder as may be necessary to retain for the interest on the bonds the exemption from direct federal income taxation, including specifically all actions and abstention from actions as required by the Non-Arbitrage and Tax Compliance Certificate and related documents furnished in connection with the bonds.

Section 18. The Board is hereby designated, for and on behalf of the County, to (a) prepare form of notice of sale, fix a date of sale, conduct the sale, and accept the best bid received at such sale; (b) publish such notice of sale in an authorized bond paper, at least seven (7) full days prior to the date fixed for sale; and (c) do all other acts and take all other necessary procedures required to effectuate the sale, issuance and delivery of the bonds, including, if appropriate, purchase of the credit enhancements, and reducing the amount of bonds sold and/or delivered if the Board determines that the full amount thereof is not necessary to complete the Project.

Section 19. Bond Redemption. The bonds are subject to redemption prior to maturity at the times and prices and in the manner set forth in this resolution.

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

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

Section 20. CONTINUING DISCLOSURE UNDERTAKING. (a) The County hereby agrees, in accordance with the provisions of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission ("SEC") pursuant to the Securities Exchange Act of 1934, for so long as the Rule shall be in effect, to provide or cause to be provided together with the Local Unit (together with the County

- (8) bond calls;
- (9) defeasances;
- (10) release, substitution, or sale of property securing repayment of the Bonds; and
- (11) rating changes;

(e) The County agrees to provide or cause to be provided, in a timely manner, to (i) each NRMSIR or to the MSRB and (ii) the SID, notice of a failure by the County to provide the annual financial information with respect to the County described in subsection (a) above on or prior to the dates set forth in subsection (b) or subsection (c), as the case may be, above.

(f) The County reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information to the extent necessary or appropriate in the judgment of the County; provided that the County agrees that any such modification will be done in a manner consistent with the Rule. The County reserves the right to terminate its obligation to provide annual financial information and notices of material events, as set forth above, if and when the County no longer remains an obligated person with respect to the bonds within the meaning of the Rule or in the event that the Rule shall be repealed, rescinded or invalidated.

(g) The County agrees that its undertaking pursuant to the Rule set forth in this Section is intended to be for the benefit of the holders of the bonds and shall be enforceable

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners of the County of St. Clair, State of Michigan, at a Regular Meeting held on June 28, 1995, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Marion Sargent
County Clerk



APPROVAL OF ISSUANCE OF ADDITIONAL BONDS
TO FINANCE WATER SUPPLY SYSTEM NO. VII-IRA TOWNSHIP

Resolution No. 95- 17

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

Minutes of a Regular meeting of the County Board of Commissioners of the County of St. Clair, Michigan (the "County"), held in said County on the 24th day of May, 1995, at 7:30 o'clock P.m., Eastern Daylight Time.

PRESENT: Members Judith Keegan, Don Cole, Stephen Kearns,
Lee Master, Pat Acciavatti, Pamela Wall & Don Wisner

ABSENT: Members 0-

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

WHEREAS, on February 2, 1994, the County issued \$5,280,000 of its St. Clair County Water Supply System No. VII (Ira Township) Bonds, Series 1994 (the "Series 1994 Bonds"), to finance certain water supply system improvements (the "Project"), for the benefit of the Township of Ira, County of St. Clair, State of Michigan (the "Township"), pursuant to Act No. 185, Public Acts of Michigan, 1957, as amended (the "Act"), a resolution duly adopted by this Board on December 1, 1993 and a St. Clair County Water Supply No. VII (Township of Ira) Series 1994 Bonds DPW Contract, dated as of November 23, 1993, between the County and the Township (the "1994 Contract"); and

WHEREAS, prior to the date of issuance of the Series 1994 Bonds, the total estimated cost of acquiring and constructing the Project, including engineering, legal and financial expenses was estimated by the consulting engineering firm of Fishbeck, Thompson,

Carr and Huber, Inc. (the "Engineers") to be \$5,280,000 (the "Original Project Cost"); and

WHEREAS, the St. Clair County Board of Public Works has subsequently caused bids to be taken for the acquisition and construction of the Project, and based on those bids, the Original Project Cost estimate has increased by not to exceed \$3,200,000 (including costs of issuance of the Series 1995 Bonds, as hereinafter defined) (the "Additional Project Costs"); and

WHEREAS, the Township has determined that it is not financially feasible for the Township to finance the Additional Project Costs alone; and

WHEREAS, the Township has presented to the St. Clair County Board of Public Works a request that the County, through the St. Clair County Department of Public Works, issue additional bonds in one or more series in the approximate aggregate total amount of not to exceed \$3,200,000 (the "Series 1995 Bonds") payable from contractual payments to be made by the Township to the County through said Department of Public Works, which contractual payments will be secured primarily by a pledge of the Township's limited tax, full faith and credit, and secured secondarily by a pledge of the County's limited tax full faith and credit, the Series 1995 Bonds to finance the Additional Project Costs; and

WHEREAS, the St. Clair County Board of Public Works has reviewed said request and the financial and engineering aspects associated with the completion of the 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 completion of 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 completion of the Project as aforesaid and does authorize the St. Clair County Board of Public Works to undertake the completion of 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 remainder of the Project to the extent financed with proceeds of the Series 1995 Bonds and not covered by the 1994 Contract.

2. To the extent not covered by the 1994 Contract, 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

completion of the Project, if necessary, 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 completion of the Project:

As Bond Counsel:	Miller, Canfield, Paddock and Stone Detroit, Michigan
As Financial Consultant:	Stauder, Barch & Associates, Inc. Ann Arbor, Michigan
As Engineers:	Fishbeck, Thompson, Carr & Huber, Inc. Ada, Michigan

4. The Township of Ira shall undertake to provide by contract for the payment of all costs of retiring the necessary financing of the Series 1995 Bonds and shall further undertake to reimburse the St. Clair County Department of Public Works for all expenses incurred in connection with the completion of 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 completion of constructing the improvements to be not to exceed \$3,200,000, including all engineering fees, financing costs and contingencies, such estimate subject, however, to revision upon submission of final cost estimates or receipt of bids for the Project.

6. 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 Series 1995 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, if necessary, 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 - 6 Cole, Kearns, Masters, Wall,
Wisner, Keegan

NAYS: Members Abstained - Acciavatti

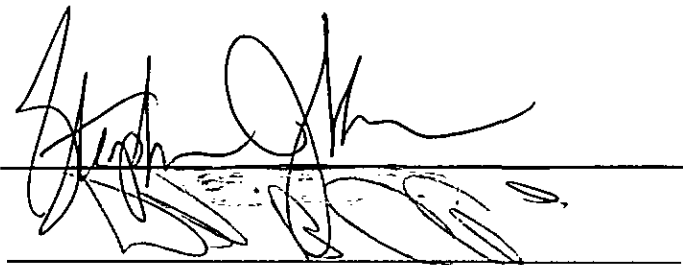
RESOLUTION DECLARED ADOPTED.

DATED: May 24, 1995

Reviewed and Approved by:



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



I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the County Board of Commissioners of the County of St. Clair, Michigan, at a Regular meeting held on May 24, 1995, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Marion Sargent

County Clerk



Resolution No. 95-02

Board of Public Works
County of St. Clair, Michigan

Minutes of a special meeting of the Board of Public Works of the County of St. Clair, Michigan (the "County"), held in the County on the 16th day of May, 1995, at 3:46 o'clock P.m., Eastern Daylight Time.

PRESENT: Members LaLonde, McCormick, Street

ABSENT: Members 0

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

WHEREAS, on February 2, 1994, the County issued \$5,280,000 of its St. Clair County Water Supply System No. VII (Ira Township) Bonds, Series 1994 (the "Series 1994 Bonds"), to finance certain water supply system improvements (the "Project"), for the benefit of the Township of Ira, County of St. Clair, State of Michigan (the "Township"), pursuant to Act No. 185, Public Acts of Michigan, 1957, as amended (the "Act"), a resolution duly adopted by the Board of Commissioners of the County on December 1, 1993 and a St. Clair County Water Supply No. VII (Township of Ira) Series 1994 Bonds DPW Contract, dated as of November 23, 1993 between the County and the Township (the "1994 Contract"); and

WHEREAS, prior to the date of issuance of the Series 1994 Bonds, the total estimated cost of acquiring and constructing the Project, including engineering, legal and financial expenses was estimated by the consulting engineering firm of Fishbeck, Thompson,

Carr and Huber, Inc. (the "Engineers") to be \$5,280,000 (the "Original Project Cost"); and

WHEREAS, this Board has subsequently caused bids to be taken for the acquisition and construction of the Project, and based on those bids, the Original Project Cost estimate has increased by not to exceed \$3,200,000 (including costs of issuance of the Series 1995 Bonds, as hereinafter defined) (the "Additional Project Costs"); and

WHEREAS, the Township has determined that it is not financially feasible for the Township to finance the Additional Project Costs alone; and

WHEREAS, the Township has presented to this Board a request that the County, through the St. Clair County Department of Public Works, issue additional bonds in one or more series in an approximate aggregate total amount of not to exceed \$3,200,000 (the "Series 1995 Bonds"), payable from contractual payments to be made by the Township to the County through said Department of Public Works, said bonds to finance the Additional Project Costs, including costs of issuance of the Series 1995 Bonds; and

WHEREAS, this Board has reviewed said request and the financial and engineering aspects associated with the completion 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 completion of 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 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 complete the aforesaid Project and authorize this Board to undertake the financing and construction of the completion 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 and the St. Clair County Department of Public Works acting for and on behalf of the County for the acquisition, construction, financing and operation of the Project, including Additional Project Costs not covered by the 1994 Contract. The Township will pledge its limited tax, full faith and credit to the payment of the Township's contractual obligations to the County, requiring the Township to levy taxes annually within applicable constitutional and statutory tax rate limitations 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 Series 1995 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 Series 1995 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 completion of the Project, if necessary, 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 remainder of the Project, to the extent financed with proceeds of the Series 1995 Bonds and not covered by the 1994 Contract.

3. The Township and the St. Clair County Department of Public Works recommend the continued employment of the following consultants already working with the Township in connection with the completion of the Project:

As Bond Counsel:	Miller, Canfield, Paddock and Stone, P.L.C. Detroit, Michigan
As Financial Consultant:	Stauder, Barch & Associates, Inc. Ann Arbor, Michigan
As Engineers:	Fishbeck, Thompson, Carr & Huber Ada, Michigan

4. This Board hereby estimates the total cost of completion of constructing the Project to be not to exceed \$3,200,000, including all engineering fees, financing costs and contingencies, such estimate subject, however, to revision upon submission of final cost estimates or receipt of bids for the Project.

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, if necessary, in order to commence promptly a portion of the Project immediately necessary for the public health and later reimbursement to the Township from proceeds of the Series 1995 Bonds.

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 LaLonde, McCormick, Street

NAYS: Members 0

RESOLUTION DECLARED ADOPTED.

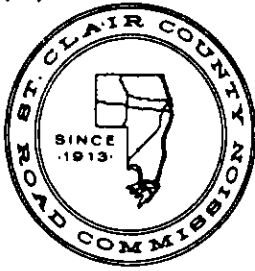
Greg C. Kitamura
Deputy Secretary

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

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 16, 1995, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.


Deputy Secretary

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.



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, Director

DATE: May 17, 1995

SUBJECT: Ira Township - Additional Bond Issue

It has been determined that Ira Township's water project will cost approximately \$3.2 Million more than what was originally bonded for. At a regular Ira Township meeting held on April 3, 1995 they requested that the county issue additional bonds in order to have the funds available to complete their project. A copy of their resolution is attached.

The Board of Public Works held a special meeting on May 16, 1995 to request that the County Board of Commissioners authorize the Board of Public Works to sell the additional bond issue. A copy of our resolution is attached.

Please place this item on your next agenda for approval. If you have any questions, please contact me.

sb
Encl.

cc: Elwood Brown, County Corporate Counsel

**RESOLUTION 95-09 REQUESTING ASSISTANCE OF DEPARTMENT OF PUBLIC
WORKS OF ST. CLAIR COUNTY IN FINANCING ADDITIONAL
PROJECT COSTS OF PUBLIC WORKS AUTHORIZED BY ACT 185,
PUBLIC ACTS OF 1957, AS AMENDED AND DECLARING INTENT
TO BE REIMBURSED FOR ADDITIONAL PROJECT EXPENDITURES**

Township of Ira
County of St. Clair, State of Michigan

Minutes of a regular meeting of the Township Board of the Township of Ira, County of St. Clair, State of Michigan (the "Local Unit"), on the third day of April, 1995, at 7:30 o'clock p.m., Eastern Standard Time.

PRESENT: Members: John Jones, Frieda Blackstock, Peter Vernier, Patricia Goldenbogen

ABSENT: Thomas Jeannette

The following preamble and resolution were offered by Member Vernier and supported by Member Goldenbogen:

WHEREAS, this Local Unit has heretofore determined that it is necessary for the public health, safety and welfare of the Local Unit to construct water system improvements to service the Local Unit, such improvements to consist of extensions to the water system and all related appurtenances (the "Project"); and

WHEREAS, the County of St. Clair, State of Michigan (the "County") has established a Department of Public Works (the "DPW") under the terms of Act 185, Public Acts of Michigan, 1957, as amended (the "Act"), with authority to acquire and finance improvements such as the Project for public corporations within the County;

WHEREAS, on February 2, 1994, the County issued \$5,280,000 of its St. Clair County Water Supply System No. VII (Ira Township) Bonds, Series 1994 (the "Series 1994 Bonds") to finance the Project for the benefit of the Local Unit, pursuant to the Act, a resolution duly adopted by the Board of Commissioners of the County on December 1, 1993 and a certain contract between the County and the Local Unit (the "1994 Contract"); and

WHEREAS, prior to the issuance of the Series 1994 Bonds, the total estimated cost of acquiring and constructing the Project, including engineering legal and financial expenses was estimated by the consulting engineering firm of Fishbeck, Thompson, Carr and Huber, Inc. (the "Engineers") to be \$5,280,000 ("Original Project Cost"); and

WHEREAS, the Board of the DPW has subsequently caused bids to be taken for the acquisition and construction of the Project, and based on those bids, the Original Project Cost estimate has increased by \$3,100,000.00 (the "Additional Project Costs"); and

WHEREAS, the Local Unit has determined that it is not financially feasible for the Local Unit to finance the Additional Project Costs alone and desires for the County to issue an additional series of bonds pursuant to the Act (the "Series 1995 Bonds") to cover the additional Project Costs and the costs of issuance of the Series 1995 Bonds; and

WHEREAS, the Local Unit intends, at this time, to state its intentions to be reimbursed from proceeds of the Series 1995 Bonds described in the preambles hereto or other bonds or obligations issued by the County or the Local Unit in expectation of or in reimbursement of any expenditures undertaken by the Local Unit for Additional Project Costs, prior to issuance of such bonds or other obligations; and

WHEREAS, the Local Unit desires to make the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. It is hereby determined that it is impractical and financially undesirable for the Local Unit to undertake the financing of the Additional Project Costs alone.

2. The Local Unit hereby requests the assistance of the DPW in the financing of the Additional Project Costs under the terms of the Act, the Project to be operated, administered and maintained by the Local Unit after construction as contemplated by the 1994 Contract.

3. The Local Unit hereby recommends that the DPW employ the following consultants already working with the Local Unit in connection with financing the Additional Project Costs:

As Bond Counsel: Miller, Canfield, Paddock and Stone,
P.L.C.
Detroit, Michigan

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

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

4. The Local Unit and all agents and employees shall cooperate with the DPW to the end that there may be issued as promptly as possible the Series 1995 Bonds in the approximate amount of \$3,200,000.00, which amount will be sufficient

to pay the presently estimated total amount of the Additional Project Costs. The Series 1995 Bonds shall be retired out of payments made by the Local Unit to the County of St. Clair through the DPW in amounts fully sufficient to meet all principal and interest requirements thereon pursuant to an additional contract between the County and the Local Unit secured by the Local Unit's limited tax full faith and credit. County limited tax full faith and credit as secondary security for the Series 1995 Bonds is also requested.

5. The Local Unit hereby agrees to reimburse the County and the DPW for all expenses incurred in connection with the Project and the Additional Project Costs, should the financing and construction of the Project not be completed for any reason whatsoever.

6. The Local Unit hereby authorizes the DPW to notify the Michigan Department of Treasury of the County's intent to issue the Series 1995 Bonds described herein, to pay the related fee from funds to be received from the Local Unit and to request an order providing an exception for the bonds from prior approval by the Department of Treasury or an order of approval should an exception from prior approval not be available. The Township Supervisor or Treasurer are each hereby authorized to execute such applications as may be necessary for obtaining the aforementioned order.

7. The Local Unit reasonably expects to reimburse itself for the expenditures described in paragraph (9) below with proceeds of debt to be incurred by the Local Unit or by the County for the benefit of the Local Unit, for which debt the Local Unit shall be primarily liable.

8. This declaration of official intent is specifically made pursuant to Treas. Reg. § 1.150-2.

9. Reimbursable expenditures shall be for additional costs associated with certain improvements to the Local Unit's water supply system (the "Improvements"), including the cost of preliminary studies, and project acquisition, construction and installation as more fully described in engineering materials with respect to the Improvements on file with the Local Unit.

10. The maximum principal amount of debt expected to be issued for the reimbursement purposes described herein is \$3,200,000.00.

11. This declaration of official intent is consistent with the Local Unit's budgetary and financial circumstances, since no funds from sources other than the borrowing described herein are or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the Local Unit pursuant to the Local Unit's budget or financial policies with respect to the expenditures to be reimbursed as described in (9) above.

12. A reimbursement allocation of the expenditures for the Improvements described in (9) above with the proceeds of the borrowing described herein will occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the Improvements are placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid. A reimbursement allocation is an allocation in writing that evidences the Local Unit's use of the proceeds of the debt to be issued for the Improvements to reimburse the Local Unit for a capital expenditure made pursuant to this resolution.

13. The expenditures described in (9) above are "capital expenditures" as defined in Treas. Reg. § 1.150-1(b), which are any costs of a type which are properly chargeable to a capital account [or would be so chargeable with a proper election or with the application of the definition of "placed in service" under Treas. Reg. § 1.150-2(c)] under general Federal income tax principles (as determined at the time the expenditure is paid).

14. No proceeds of the borrowing paid to the Local Unit in reimbursement pursuant to this resolution will be used in a manner described in Treas. Reg. § 1.150-2(h) with respect to abusive uses of such proceeds, including, but not limited to, using funds corresponding to the proceeds of the borrowing in a manner that results in the creation of replacement proceeds (within Treas. Reg. § 1.148.1) within one year of the reimbursement allocation described in (6) above.

15. Expenditures for the Improvements to be reimbursed from the proceeds of the borrowing for purposes of this resolution do not include costs for the issuance of the debt or an amount not in excess of the lesser of \$100,000 or five (5) percent of the proceeds of the borrowing, or preliminary expenditure not exceeding twenty (20) percent of the issue price of the borrowing, within the meaning of Treas. Reg. § 1.150-2(f) (such preliminary expenditures include architectural, engineering, surveying, soil testing and similar costs incurred prior to construction of the Improvements, but do not include land acquisition, site preparation, and similar costs incident to commencement of construction).

16. This official intent resolution shall be reasonably available for inspection by the public within thirty (30) days of the date hereof at the Township Hall, Office of the Township Clerk, located at 7085 Meldrum Road, Fair Haven, Michigan, and will remain available for public inspection on a reasonable basis until the date of issuance of the bonds or obligations described herein.

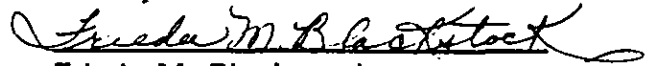
17. The Township Supervisor is designated as the officer of the Local Unit authorized on behalf of the Local Unit to make any further declarations of intent to reimburse expenditures made from funds of the Local Unit from proceeds of the borrowing described in this resolution.

18. 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 Jones, Goldenbogen, Vernier, Blackstock

NAYS: None

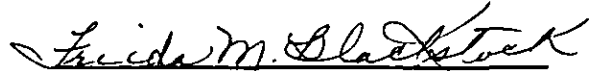
RESOLUTION DECLARED ADOPTED.



**Frieda M. Blackstock
Ira Township Clerk**

CERTIFICATION

I hereby certify that the attached is a true and complete copy of a resolution adopted by the Township Board of the Township of Ira, County of St. Clair, State of Michigan, at a special meeting held on the 3rd day of April, 1995, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976 and that minutes of the meeting were kept and will be or have been made available as required by said Act.



**Frieda M. Blackstock
Ira Township Clerk**

RESOLUTION 95-16

REQUESTING WITHHOLDING OF LANDS
AND APPOINTING AGENT FOR
SPECIFIC PERFORMANCE

WHEREAS, title to certain lands in St. Clair County reverted to the State of Michigan on the 2nd Day of May, 1995, through provisions of a Circuit Court decree which ordered said lands sold for taxes at the Office of the St. Clair County Treasurer at the 1995 Tax Sale; and

WHEREAS, said lands are now under the jurisdiction of the Department of Natural Resources and may be included in the list of lands which said Department will schedule to be offered at public auction under the provisions of Section 132 of Michigan Compiled Laws 221, as amended; and

WHEREAS, section 131c and 131e of M.C.L. 211, as amended, provide that any municipality may, before the first Tuesday of November, 1995, withhold from said sale any lands within its boundaries for the benefit of former owners; and

WHEREAS, it is deemed advantageous to have all information related to the redemption of lands under provisions of said Section 131c and 131e available at one office and payment of said taxes arranged at that office.

NOW, THEREFORE, BE IT RESOLVED:

1. That all lands in St. Clair County which reverted to the State on May 2, 1995, and upon which application is made to pay taxes before the first Tuesday of November, pursuant to the provisions of Section 131c and 131e of M.C.L. 211, as amended, be withheld from said sale as provided in this Section.

RESOLUTION 95-15

APPROVING THE 1995 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 211.23, 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 26, 1995

Reviewed and Approved by:



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

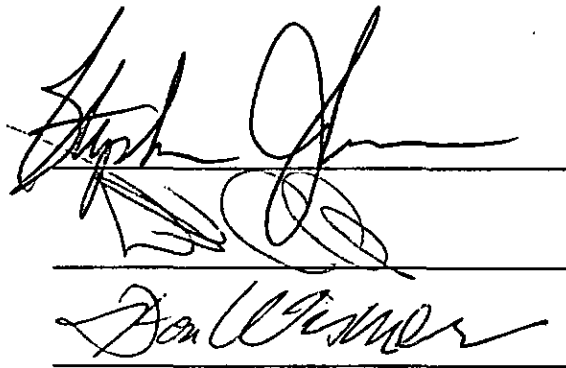


EXHIBIT "A" PAGE 1 OF 3

TOWNSHIP OR CITY	TOTAL REAL PROPERTY VALUATIONS		PERSONAL AND REAL TOTALS		S.T.C. L - 4024		4/17/95
	ASSESSED	EQUALIZED	ASSESSED	EQUALIZED	ASSESSED	EQUALIZED	
BERLIN TOWNSHIP	48,335,127	48,335,127	6,038,181	6,038,181	54,373,308	54,373,308	
BROCKWAY TOWNSHIP	24,402,485	24,402,485	1,479,690	1,479,690	25,882,175	25,882,175	
BURTCVILLE TOWNSHIP	71,167,217	71,167,217	1,791,581	1,791,581	72,958,798	72,958,798	
CASCO TOWNSHIP	63,632,308	63,632,308	8,093,087	8,093,087	71,725,395	71,725,395	
CHINA TOWNSHIP	399,989,000	401,100,212	29,719,519	29,719,519	429,708,519	430,819,731	
CLAY TOWNSHIP	266,520,446	266,520,446	7,365,314	7,365,314	273,885,760	273,885,760	
CLYDE TOWNSHIP	86,001,800	86,001,800	3,445,770	3,445,770	89,447,570	89,447,570	
COLUMBUS TOWNSHIP	68,996,180	68,996,180	17,943,243	17,943,243	86,939,423	86,939,423	
COTTRELLVILLE TOWNSHIP	64,873,465	64,873,465	4,284,592	4,284,592	69,158,057	69,158,057	
EAST CHINA TOWNSHIP	313,917,150	313,917,150	21,504,050	21,504,050	335,421,200	335,421,200	
EMMETT TOWNSHIP	26,638,520	26,638,520	1,593,995	1,593,995	28,232,515	28,232,515	
FORT GRATIOT TOWNSHIP	219,344,408	219,344,408	15,110,575	15,110,575	234,454,983	234,454,983	
GRANT TOWNSHIP	22,180,922	22,180,922	1,545,460	1,545,460	23,726,382	23,726,382	
GREENWOOD TOWNSHIP	71,578,763	71,578,763	6,576,573	6,576,573	78,155,336	78,155,336	
IRA TOWNSHIP	90,075,669	90,075,669	12,560,163	12,560,163	102,635,832	102,635,832	
KENOCKEE TOWNSHIP	30,359,340	30,359,340	3,358,436	3,358,436	33,717,776	33,717,776	
KIMBALL TOWNSHIP	89,870,875	91,551,586	12,402,250	12,402,250	102,273,125	103,953,836	
LYNN TOWNSHIP	16,045,550	16,045,550	3,087,480	3,087,480	19,133,030	19,133,030	
MUSSEY TOWNSHIP	45,452,139	45,452,139	20,569,020	20,569,020	66,021,159	66,021,159	
PORT HURON TOWNSHIP	126,028,455	126,028,455	17,693,875	17,693,875	143,722,330	143,722,330	
RILEY TOWNSHIP	47,542,875	47,542,875	4,155,794	4,155,794	51,698,669	51,698,669	
ST. CLAIR TOWNSHIP	125,236,234	125,236,234	12,280,820	12,280,820	137,517,054	137,517,054	
WALES TOWNSHIP	60,569,843	60,569,843	4,670,289	4,670,289	65,240,132	65,240,132	
CITY OF ALGONAC	69,415,000	69,415,000	2,268,098	2,268,098	71,683,098	71,683,098	
CITY OF MARINE CITY	68,645,777	68,645,777	6,943,953	6,943,953	75,589,730	75,589,730	
CITY OF MARYSVILLE	192,090,010	192,090,010	53,310,500	53,310,500	245,400,510	245,400,510	
CITY OF MEMPHIS	4,407,105	4,407,105	532,701	532,701	4,939,806	4,939,806	
CITY OF PORT HURON	391,424,725	391,424,725	68,436,200	68,436,200	459,860,925	459,860,925	
CITY OF ST. CLAIR	116,149,943	116,149,943	14,216,365	14,216,365	130,366,308	130,366,308	
CITY OF YALE	19,563,030	19,563,030	2,047,779	2,047,779	21,610,809	21,610,809	
TOTAL FOR ENTIRE COUNTY	3,220,454,361	3,223,246,284	365,025,353	365,025,353	3,585,479,714	3,588,271,637	

EXHIBIT "A" PAGE 2 OF 3

TOWNSHIP OR CITY	AGRICULTURE	COMMERCIAL	INDUSTRIAL	RESIDENTIAL	DEVELOPMENTAL	TOTAL REAL
BERLIN TOWNSHIP	12,244,526	444,175	43,125	35,603,301		48,335,127
BROCKWAY TOWNSHIP	9,766,650	1,095,900	155,000	13,306,935		24,402,485
BURTCVILLE TOWNSHIP	13,425,608	3,315,866	259,893	54,165,850		71,167,217
CASCO TOWNSHIP	11,378,633	2,741,952	2,201,999	47,309,724		63,632,308
CHINA TOWNSHIP	16,170,850	1,948,400	338,093,550	44,887,412		401,100,212
CLAY TOWNSHIP	4,710,110	15,432,860	1,973,550	244,403,926		266,520,446
CLYDE TOWNSHIP	5,626,100	1,660,900	126,200	78,588,600		86,001,800
COLUMBUS TOWNSHIP	15,071,275	1,967,000	1,425,950	50,531,955		68,996,180
COTTRELLVILLE TOWNSHIP	8,021,250	2,674,380	1,265,570	52,912,265		64,873,465
EAST CHINA TOWNSHIP	107,000	5,258,300	227,332,650	81,219,200		313,917,150
EMMETT TOWNSHIP	9,999,750	596,800	9,470	16,032,500		26,638,520
FORT GRATIOT TOWNSHIP	1,604,450	59,804,325	38,400	157,897,233		219,344,408
GRANT TOWNSHIP	9,344,408	390,275	222,300	12,223,939		22,180,922
GREENWOOD TOWNSHIP	8,227,348	40,760	56,266,775	7,043,880		71,578,763
IRA TOWNSHIP	10,891,662	12,272,048	3,467,100	63,444,859		90,075,669
KENOCKEE TOWNSHIP	11,758,005	418,350	243,920	17,939,065		30,359,340
KIMBALL TOWNSHIP	10,084,625	13,520,585	1,166,600	66,779,776		91,551,586
LYNN TOWNSHIP	9,914,735	23,225		6,107,590		16,045,550
MUSSEY TOWNSHIP	11,020,280	4,165,774	602,850	29,663,235		45,452,139
PORT HURON TOWNSHIP	208,850	32,652,375	3,878,200	89,289,030		126,028,455
RILEY TOWNSHIP	12,448,975	1,038,425	164,450	33,891,025		47,542,875
ST. CLAIR TOWNSHIP	20,032,669	4,972,266	1,987,266	98,244,033		125,236,234
WALES TOWNSHIP	13,761,116	654,750	351,100	25,802,877		40,569,843
CITY OF ALGOMAC		8,542,850	34,100	60,838,050		69,415,000
CITY OF MARINE CITY	276,000	11,856,331	6,392,564	50,120,882		68,645,777
CITY OF MARYSVILLE		21,791,800	44,471,800	125,826,410		192,090,010
CITY OF MEMPHIS		967,261		3,439,844		4,407,105
CITY OF PORT HURON		86,992,000	27,856,600	276,376,125		391,424,725
CITY OF ST. CLAIR		13,792,259	6,791,729	95,565,955		116,149,943
CITY OF YALE		4,093,750	690,400	14,778,880		19,563,030
TOTAL FOR ENTIRE COUNTY	226,094,875	315,125,942	727,513,111	1,954,512,356		3,223,246,284

EQUALIZED VALUATION - REAL

S.T.C. L - 4024
YEAR 1995

4/17/95

EXHIBIT "A" PAGE 3 OF 3

STATE TAX COMMISSION
ST. CLAIR COUNTY

ASSESSED VALUATION - REAL

S.T.C. L - 4024
YEAR 1995

4/17/95

TOWNSHIP OR CITY	AGRICULTURE	COMMERCIAL	INDUSTRIAL	RESIDENTIAL	DEVELOPMENTAL	TOTAL REAL
BERLIN TOWNSHIP	12,244,526	444,175	43,125	35,603,301		48,335,127
BROCKWAY TOWNSHIP	9,766,650	1,095,900	155,000	13,384,935		24,402,485
BURTONVILLE TOWNSHIP	13,425,608	3,315,866	259,893	54,165,850		71,167,217
CASCO TOWNSHIP	11,378,633	2,741,952	2,201,999	47,309,724		63,632,308
CHINA TOWNSHIP	16,170,850	1,948,400	338,093,550	43,776,200		399,989,000
CLAY TOWNSHIP	4,710,110	15,432,860	1,973,550	244,403,926		266,520,446
CLYDE TOWNSHIP	5,626,100	1,660,900	126,200	78,588,600		86,001,800
COLUMBUS TOWNSHIP	15,071,275	1,967,000	1,425,950	50,531,955		68,996,180
COTTARELLVILLE TOWNSHIP	8,021,250	2,674,380	1,265,570	52,912,265		64,873,465
EAST CHINA TOWNSHIP	107,000	5,258,300	227,332,650	81,219,200		313,917,150
EMMETT TOWNSHIP	9,999,750	596,800	9,470	16,032,500		26,638,520
FORT GRATIOT TOWNSHIP	1,604,450	59,804,325	38,400	157,897,233		219,344,408
GRANT TOWNSHIP	9,344,408	390,275	222,300	12,223,939		22,180,922
GREENWOOD TOWNSHIP	8,227,348	40,760	56,266,775	7,043,880		71,578,763
IRA TOWNSHIP	10,891,662	12,272,048	3,467,100	63,444,859		90,075,669
KENOSKEE TOWNSHIP	11,758,005	418,350	243,920	17,939,065		30,359,340
KIMBALL TOWNSHIP	10,084,625	13,219,650	1,166,600	65,400,000		89,870,875
LYNN TOWNSHIP	9,914,735	23,225		6,107,590		16,045,550
MUSSEY TOWNSHIP	11,020,280	4,165,774	602,850	29,663,235		45,452,139
PORT HURON TOWNSHIP	208,850	32,652,375	3,878,200	89,289,030		126,028,455
RILEY TOWNSHIP	12,448,975	1,038,425	164,450	33,891,025		47,542,875
ST. CLAIR TOWNSHIP	20,032,669	4,972,266	1,987,266	98,244,033		125,236,234
WALES TOWNSHIP	13,761,116	654,750	351,100	25,802,877		40,569,843
CITY OF ALGONAC		8,542,850	34,100	60,838,050		69,415,000
CITY OF MARINE CITY	276,000	11,856,331	6,392,564	50,120,882		68,645,777
CITY OF MARYSVILLE		21,791,800	44,471,800	125,826,410		192,090,010
CITY OF MEMPHIS		967,261		3,439,844		4,407,105
CITY OF PORT HURON		86,992,000	27,856,600	276,576,125		391,424,725
CITY OF ST. CLAIR		13,792,259	6,791,729	95,565,955		116,149,943
CITY OF VALE		4,093,750	690,400	14,778,880		19,563,030
TOTAL FOR ENTIRE COUNTY	226,094,875	314,825,007	727,513,111	1,952,021,368		3,220,454,361

RESOLUTION 95-14

OPPOSING LOW-LEVEL RADIOACTIVE NUCLEAR WASTE SITE
IN ST. CLAIR COUNTY AND THE STATE OF MICHIGAN

WHEREAS, the Michigan Legislature has recently passed and given immediate effect to Act 434 of 1994 which is an act to amend Act 204 of 1987 (the Michigan Low-Level Radioactive Waste Authority Act); and

WHEREAS, Act 434 of 1994 has been signed by Governor Engler and has taken immediate effect; and

WHEREAS, Act 434 calls for reports to be written within 180 days evaluating options and making recommendations to the Low-Level Radioactive Waste Authority regarding interim LLRW storage and provision of final LLRW disposal capacity as well as a report defining the volunteer host site community program; and

WHEREAS, the St. Clair County Board of Commissioners recognizing the State of Michigan, lying in a fragile environmental eco-system of the Great Lakes Basin which is surrounded by ninety-five percent (95%) of the surface fresh water supply of the United States; and

WHEREAS, this County does not support this State lowering the environmental standards set forth in the Michigan Low-Level Radioactive Waste Authority Act; and

WHEREAS, due to the fact it is in the best interest of providing a safe and healthy environment for the citizens of the County of St. Clair and the State of Michigan, there would be no amount of money or any other incentive offered by the State to justify a community to decide favorably to volunteer to host a LLRW facility.


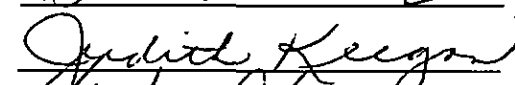
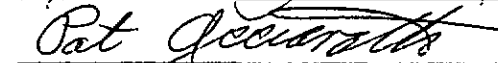
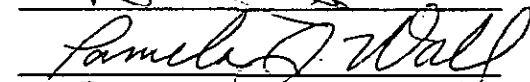
NOW, THEREFORE, BE IT RESOLVED that the St. Clair County Board of Commissioners stands unanimous against the low-level radioactive nuclear waste site within St. Clair County, and the State of Michigan. We emphatically urge the State to thoroughly investigate all other avenues to dispose of LLRW; other more suitable sites, arid and unpopulated regions, other LLRW facilities which may accept Michigan waste.

DATED: April 12, 1995

Reviewed and Approved by:



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



RESOLUTION 95-13

OPPOSING ADOPTION OF SENATE BILLS 710 AND 711
IN THEIR PRESENT FORM
RE: STATE/LOCAL PARTNERSHIP ACT

WHEREAS, if enacted, Senate Bills 710 and 711 known as the State/Local Partnership Act, would bar the use of imprisonment for a convicted offender who scores within the 0-24 month range of the Supreme Court recommended sentencing guidelines; and

WHEREAS, the Criminal Justice Advisory Board supports the concept of retaining within the community all offenders who can best be rehabilitated by community-based programs; and

WHEREAS, demonstrated experience of the community corrections program in Michigan counties has shown that when community-based alternatives are provided, the judiciary will indeed make use of them; and

WHEREAS, the Criminal Justice Advisory Board is concerned that passage of this legislation would exempt many serious assaultive felons from an imprisonment sentence when such sentence is indeed needed to protect the community; and

WHEREAS, there is further concern that a mandatory measure which provides no exceptions for violent offenders, will ultimately backfire and erode community support for all community-based correction efforts; and

WHEREAS, the funding formula of \$5,475 per inmate per year amounts to about \$15 per day, while the daily jail operation rate is over \$48 per day. Although not all convicted offenders who score within the 0-24 month range would be sentenced to jail, it is believed the cost of electronic monitoring and intensive supervised probation exceeds this daily cost with an increased supervision load.

NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners opposes Senate Bills 710 and 711 in their present form, and will continue to oppose efforts to shift the responsibility to local government unless full funding is included.

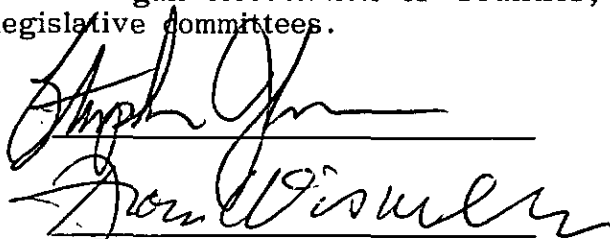
BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to Governor Engler, the Michigan Association of Counties, our area legislators, and appropriate legislative committees.

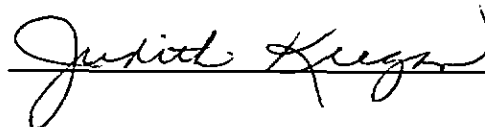
DATED: April 12, 1995

Reviewed and Approved by:



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





RESOLUTION 95-12

AMENDING AND RESTATING RULES AND REGULATIONS OF
ST. CLAIR COUNTY INTERNATIONAL AIRPORT ADOPTED AS
A COUNTY ORDINANCE ON OCTOBER 13, 1970

WHEREAS, the Airport Commission pursuant to the authority vested in it by the Aeronautics Code of the State of Michigan Act 327 of the Michigan Public Acts of 1945, as amended; (M.C.L.A. 259.133) and the resolution of the Board of Supervisors of the County of St. Clair, dated April 18, 1956, has the authority to adopt rules and regulations for the management, government and use of said airport property; and

WHEREAS, Rules and Regulations for the Airport were adopted by resolution of the Airport Commission on October 8, 1970 and approved as a County Ordinance by the St. Clair County Board of Commissioners on October 13, 1970; and

WHEREAS, the Airport Commission desires to amend and restate the Rules and Regulations in their entirety, and approved such updates and revisions at a regular meeting held on January 17, 1995.

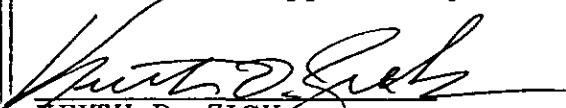
NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners amends and restates the Rules and Regulations of the St. Clair County International Airport, and approves them as an amended ordinance which was adopted October 13, 1970.


BE IT FURTHER RESOLVED, that this action of the Board of Commissioners be submitted to the Airport Commission of the County of St. Clair and to the Michigan Bureau of Aeronautics.

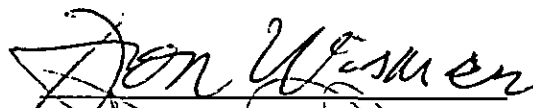
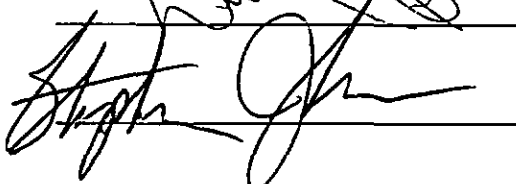
BE IT FURTHER RESOLVED, that all resolutions and parts of resolutions in conflict with this Resolution, are to the extent of the conflict, hereby rescinded.

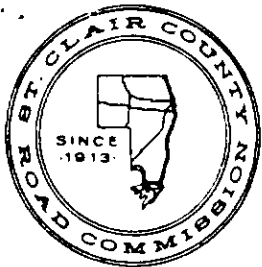
DATED: March 8, 1995

Reviewed and Approved by:


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


Judith A. Keegan
Chairperson, St. Clair County
Board of Commissioners



ROAD COMMISSION

AIRPORT

PUBLIC WORKS

COUNTY OF ST. CLAIR

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

MEMORANDUM

TO: Don Dodge, County Administrator
FROM: John D. Perry, Managing Director
DATE: February 20, 1995
SUBJECT: St. Clair County International Airport
Rules & Regulations

Attached is a draft of the proposed updated and revised Rules and Regulations for the St. Clair County International Airport. We held numerous public hearings last summer and early fall to allow input and comments from the Fixed Base Operators, the Airport Advisory Committee and the users of the Airport. The amended Rules & Regulations have been reviewed by legal counsel. They were approved by our board at their regular meeting held on January 17, 1995. (Resolution is part of the regulations.)

The rules and regulations were also submitted to the Michigan Bureau of Aeronautics for their endorsement. We received a telephone call on February 16, 1995 stating that they had been reviewed and endorsed. A follow up letter will be forwarded to that effect.

The next step in the process is for the County Board of Commissioners to approve them as an amended Ordinance.

Please place this on your next agenda for approval. If you have any questions, please contact me.

sb
Encl.

cc: Keith Zick w/encl.

ST. CLAIR COUNTY AIRPORT COMMISSION

ST. CLAIR COUNTY INTERNATIONAL AIRPORT

**RULES & REGULATIONS
AND
MINIMUM STANDARDS**

REVISED 1995

ST. CLAIR COUNTY INTERNATIONAL AIRPORT

250 North Airport Drive
Kimball, MI 48074
(810) 364-6890

Dedicated October 20, 1951

Owned and Operated by:
St. Clair County

through the
St. Clair County Airport Commission

ST. CLAIR COUNTY AIRPORT COMMISSION

1995

Walter Street, Chairman
Carl McCormick, Vice-Chairman
Timothy LaLonde, Member
John D. Perry, Managing Director
Janet C. Kitamura, Secretary
James A. Cronin, Airport Manager

ADOPTION OF RULES AND REGULATIONS

The original rules of the St. Clair County International Airport were adopted as a County Ordinance on January 1, 1971. The amended and restated rules contained in this booklet were adopted by the St. Clair County Airport Commission on January 17, 1995 and ratified by the County Board of Commissioners as an amended Ordinance on _____. The effective date of the revised Rules and Regulations is _____.

DECLARATION OF INTENT

The Rules and Regulations for the operation of the St. Clair County International Airport is intended to provide for the development and regulation of aeronautic related activities at the county airport by establishing uniform regulations consistent with those of the Federal and State agencies in order that those engaged in such activities may do so with the least possible restriction consistent with the safety and rights of others and the public's welfare. For the purpose of administration, these Rules and Regulations shall be so interpreted. Commercial operations located within the Air Industrial Park are also subject to the Park's Subdivision Regulations.

AIRPORT COMMISSION
OF THE COUNTY OF ST. CLAIR

RULES AND REGULATIONS

WHEREAS, the Airport Commission pursuant to the authority vested in it by the Aeronautics Code of the State of Michigan Act 327 of the Michigan Public Acts of 1945, as amended; (M.C.L.A. 259.133) and the resolution of the Board of Supervisors of the County of St. Clair dated April 18, 1956, has the authority to adopt rules and regulations for the management, government and use of said airport property; and

WHEREAS, Rules and Regulations for the Airport were adopted by resolution of the Airport Commission on October 8, 1970 and approved as a County Ordinance by the St. Clair County Board of Commissioners on October 13, 1970; and

WHEREAS, the Airport Commission desires to amend and restate the Rules and Regulations in their entirety.

NOW, THEREFORE, BE IT RESOLVED, That the Rules and Regulations are amended and restated as herein contained in their entirety.

BE IT FURTHER RESOLVED, That such Rules and Regulations shall be submitted to the Michigan Bureau of Aeronautics and the St. Clair County Board of Commissioners for concurrent approval.

AYES: Commissioner McCormick
Commissioner LaLonde

NAYS: 0

ABSENT: Commissioner Street

* * * * *

I hereby certify that the foregoing is a true and correct copy of a portion of the minutes of a regular meeting of the Airport Commission of the County of St. Clair held on Tuesday, January 17, 1995 at 1:00 p.m. in the St. Clair County Road Commission's Central Service Center, 21 Airport Drive, St. Clair, Michigan.



Janet C. Kitamura, Secretary

CHAPTER 100

GENERAL

SECTION 100.1 DEFINITIONS:

The following definitions shall apply to these Rules and Regulations:

- A. AIR INDUSTRIAL PARK means the 80 acre St. Clair County Air Industrial Park Plat as recorded in Liber 89 of Plats, Pages 3 to 7 inclusive, St. Clair County Records and located immediately adjacent to the St. Clair County International Airport including the streets and taxiways within its boundaries.
- B. AIRPORT means all property including easements and rights-of-ways, belonging to the St. Clair County International Airport including areas not used for aeronautical purposes.
- C. AIRPORT COMMISSION shall mean the governing body which is lawfully empowered to exercise legal control over the airport.
- D. AIRPORT MANAGER means the manager of the airport as appointed by the Airport Commission.
- E. AIRPORT MANAGEMENT means the Airport Commission, Airport Manager and/or all other employees and representatives of the Airport Commission.
- F. COMMERCIAL OPERATION means an activity or operation such as the sale of gasoline or oil, the soliciting or engaging in charter flying or flight instruction, the overhaul or repair of an aircraft or of engines or accessories, the sale of aircraft parts or otherwise offering aeronautical facilities or services to the public for profit.
- G. COMMERCIAL OPERATOR means any person engaged in a Commercial Operation.
- H. COUNTY RAMP means all aircraft parking area excluding Terminal Parking Area and that area leased to a Commercial Operator.
- I. EMERGENCY VEHICLE means police or fire, ambulances, ELT and any vehicle conveying an authorized airport official or employee in response to an emergency call.
- J. FLYING CLUB means a non-profit corporation or association having three (3) or more members all of which are owners or stockholders in the corporation owning the club's aircrafts and having as its primary purpose the use of such aircrafts for the personal use and enjoyment of its members.

TABLE OF CONTENTS

CHAPTER 100	GENERAL		
Section	100. 1	Definitions.....	1
Section	100. 2	Abbreviations.....	2
Section	100. 3	Scope.....	3
Section	100. 4	Non-Discrimination.....	3
Section	100. 5	Violation of Regulations.....	3
Section	100. 6	Savings Clause.....	3
Section	100. 7	Section Titles.....	3
CHAPTER 200	AIRCRAFT		
Section	200. 1	Registering Aircraft.....	4
Section	200. 2	Parking.....	4
Section	200. 3	Dismantled/Disassembled Aircraft.....	4
CHAPTER 300	TRAFFIC		
Section	300. 1	Pedestrian Traffic.....	5
Section	300. 2	Vehicle Traffic.....	5
CHAPTER 400	HANGARS		
Section	400. 1	Construction & Utilization.....	6
CHAPTER 500	FIRE REGULATIONS		
Section	500. 1	General Fire Safety.....	7
Section	500. 2	Aircraft Fire Safety.....	7
CHAPTER 600	COMMERCIAL OPERATIONS		
Section	600. 1	General.....	8
Section	600. 2	Minimum Standards.....	8
Section	600. 3	Temporary Licenses.....	9
CHAPTER 700	ADDITIONAL REQUIREMENTS FOR COMMERCIAL OPERATORS		
Section	700. 1	Aircraft Sales.....	10
Section	700. 2	Airframe and/or Powerplant Repair.....	10
Section	700. 3	Aircraft Rental.....	10
Section	700. 4	Flight Training.....	11
Section	700. 5	Air Taxi or Charter Service.....	11
Section	700. 6	Aircraft Fuels and Dispensing Service.....	11
Section	700. 7	Hangaring Aircraft.....	12
Section	700. 8	Radio, Instrument or Propeller Service.....	12
Section	700. 9	Aerial Applications.....	12
Section	700.10	Specialized Commercial Flight Services.....	13
Section	700.11	Multiple Services.....	13
Section	700.12	Pro-ration of Hours and Notices of Services.....	13
CHAPTER 800	FLYING CLUBS		
Section	800. 1	Regulations.....	15
Section	800. 2	Violations.....	15
CHAPTER 900	APPEALS		
Section	900. 1	Appeals.....	16
Section	900. 2	Variances.....	16
Section	900. 3	Conditions.....	16
CHAPTER 1000	EFFECTIVE DATE		
Section	1000. 1	Effective Date.....	17

- K. HANGAR AREA means the area as from time to time designated in the Airport Master Plan for construction and operation of hangars.
- L. LANDING FIELD means ramps, Taxiways, runways and grass surrounding same as designated by Airport Management.
- M. PERSON means any individual, firm, partnership, corporation, company or association and includes any director, trustee, receiver, agent or similar representative.
- N. PILOT means any person who is responsible for the control of an aircraft.
- O. TAXIWAYS means those rights-of-ways so designated by the Airport Management and connecting to a runway and thereby serving all aircraft based on or using the airport and essential to the use and operation of the Airport.
- P. PUBLIC TAXIWAYS means those Taxiways so designated by the Airport Management as open to all aircraft.
- Q. TERMINAL PARKING AREA means the parking area for aircraft adjacent to the terminal building as designated by the Airport Management.
- R. VEHICLE means any device used primarily for the ground transportation of persons or property.

SECTION 100.2 ABBREVIATIONS

Air Industrial Park.....	AIP
Above Ground Level.....	AGL
Emergency Locator Transmitter.....	ELT
Environmental Protection Agency.....	EPA
Federal Aviation Administration.....	FAA
Michigan Aeronautics Commission.....	MAC

SECTION 100.3 SCOPE

All rules and regulations enacted by the Michigan Aeronautics Commission and/or the Federal Aviation Administration relative to air persons, aircraft, air traffic and airports, now in effect, or any amendments adopted in the future are hereby adopted by reference and made a part of these regulations as fully as if the same and each and all of them are completely set forth herein.

The Airport Management shall have the authority to suspend flying operations when, in its opinion, the condition of the Landing Field is such as to make flying operations unsafe.

No Person shall utilize the airport property as a base or point of operation for the purposes of engaging in Commercial Operations of any

nature without having previously obtained the written authority of the Airport Management.

SECTION 100.4 NON-DISCRIMINATION

All Commercial Operators using the Airport and Air Industrial Park shall furnish their services on a fair, equal and non-discriminatory basis. Commercial Operators will not, on the grounds of religion, race, color or national origin, sex, age, height, weight, marital status or handicap, discriminate or permit discrimination against any person, or groups of persons in any manner prohibited by Title VI of the Civil Rights Act of 1964; or by Part 15 of the Federal Aviation Regulations. The Airport Management shall have the right to take such action as the Federal Government may direct to enforce this obligation.

SECTION 100.5 VIOLATION OF REGULATIONS

In the event of failure to adhere to and comply with these regulations, the Airport Management will notify the violator of such violations. Whenever practicable, such notice shall be in writing. If the violator fails to correct the violation within the time specified in the notice, it will be deemed by the Airport Management good and sufficient cause to remove any person or aircraft from the Airport and deny the same any further use and privileges of the Airport to safeguard the Airport and public in general.

Any Person violating any of these Rules and Regulations is guilty of a misdemeanor and such violation shall also constitute grounds for revocation of such Person's Commercial Operator's license issued by the Airport Management.

Any Person observing a violation shall report the violation to the Airport Manager on forms provided.

SECTION 100.6 SAVINGS CLAUSE

If any section, sentence or clause of these Rules and Regulations is for any reason held void or inoperative, the remaining provisions shall not be affected.

SECTION 100.7 SECTION TITLES

Section titles are for convenience and shall in no way affect or limit the contents of any provision of these Rules and Regulations.

CHAPTER 200

AIRCRAFT

SECTION 200.1 REGISTERING AIRCRAFT

All aircraft based on the Airport shall be registered with the Airport Management. Any purchase, sale or transfer shall be reported within fifteen (15) days.

All aircraft based at the Airport shall comply with the Michigan Uniform Financial Responsibility Act, being Act 257 of the Public Acts of 1955, as amended. (M.C.L.A. 259.651 et.seq.)

SECTION 200.2 PARKING

Any aircraft using the Terminal Parking Area may park only in areas designated by Airport Management. The Terminal Parking Area is closed to overnight parking except by prior arrangement with the Airport Management.

Aircraft parked overnight on the County Ramp must be chocked and/or tied down by the pilot in the designated tie-down areas. Overnight parking and monthly tie down fees shall be paid to Airport Management as established by the Airport Commission.

Aircraft parked in the Hangar Areas shall be placed so as not to interfere with normal traffic. Overnight parking of aircraft and vehicles outside of hangars in the private hangar areas exceeding three (3) days is prohibited. The aircraft engines will not be run up so as to cause debris to be blown into hangars, buildings or aircraft.

SECTION 200.3 DISMANTLED/DISASSEMBLED AIRCRAFT

Disassembled aircraft must be stored inside a hangar. An exception may be made by the Airport Management for short term storage outside a hangar of partially dismantled aircraft undergoing active repair.

CHAPTER 300

TRAFFIC

SECTION 300.1 PEDESTRIAN TRAFFIC

No person shall enter upon the Landing Field without authorization from the Airport Management. Authorized Persons shall include Pilots, passengers and mechanics attached to the Airport, Commercial Operators, Persons having business with Commercial Operators, or duly authorized officials charged with enforcing local, state or federal laws or regulations.

All Persons, when requested by the Airport Management, shall present identification and show cause for entering the landing field.

This rule shall not prohibit the owner of a hangar or an airplane access to his property when not engaged in a flying operation.

SECTION 300.2 VEHICLE TRAFFIC

No Person shall operate any Vehicle upon or drive across the Landing Field, without authorization from the Airport Management. Authorized persons shall include persons operating Vehicles which are used for administrative and maintenance purposes, Emergency Vehicles or Commercial Operators and their employees.

Authorization to enter upon the Landing Field with a Vehicle to travel to and from their parked aircraft may be given to owners of hangars and aircraft based at the Airport, Pilots and mechanics employed by a Commercial Operator and others whom the Airport Management may deem necessary. Said authorization shall be given in writing and carried in the Vehicle while on the Airport. A gate access card will be considered written authorization.

Access to the Landing Field by authorized Vehicles shall be permitted so long as they do not interfere with normal operations and are not a hazard to parked or operating aircraft.

The parking of Vehicles is permitted in areas designated by the Airport Management.

SECTION 400

HANGARS & BUILDINGS

SECTION 400.1 CONSTRUCTION & UTILIZATION

Hangars and other buildings shall be constructed and utilized in accordance with the Hangar & Building Regulations adopted July 7, 1987 and as may be amended from time to time. No commercial activities may be conducted in Hangars and other buildings unless licensed by the Airport Management.

SECTION 500

FIRE REGULATIONS

SECTION 500.1 GENERAL FIRE SAFETY

All Persons using the Airport shall exercise the utmost care to guard against fire or injury to persons or property.

All Persons shall comply with all applicable laws and regulations, insurance requirements and with "NO SMOKING," "FIRE LANE," and other regulations and signs posted by the Airport Management.

SECTION 500.2 AIRCRAFT FIRE SAFETY

No airplane shall be fueled or drained of fuel while the engine is running or while in a hangar or other enclosed space. Pre-flight fuel samplings are allowed in such areas.

The cleaning of engines or other parts of an airplane within an enclosure shall be with non-flammable liquids. If volatile flammable liquids are employed, cleaning operations shall be carried on in the open air.

CHAPTER 600

COMMERCIAL OPERATIONS

SECTION 600.1 GENERAL

No Person shall engage in Commercial Operations on the Airport without a license issued by the Airport Commission and the payment of the annual fee as from time to time specified by the Commission.

A license shall not be granted until the applicant has delivered to the Airport Management satisfactory documentation that the minimum standards, as set forth in Section 600.2, and the additional requirements, as provided in Sections 700.1-10 for the specific Commercial Operation requested, have been met.

As a further condition of the license, the Commercial Operator shall also agree to notify the Airport Manager within three (3) days of any change in the information initially furnished to meet these standards and requirements.

Current copies of all required certificates and licenses must be placed on file with the Airport Management.

SECTION 600.2 MINIMUM STANDARDS

All Commercial Operators shall meet and maintain the following minimum requirements to be licensed:

- A. Provide proof of sufficient financial experience and backing which, in the opinion of the Airport Commission, will be adequate to permit acquisition, construction and operation of the required facilities.
- B. Lease from the Airport Commission one (1) lot in the area designated for general aviation use on the Airport Master Plan or a lot in the Air Industrial Park.
- C. Provide a hangar type structure or facilities, the plans of which have been approved by the Airport Management, of sufficient square footage and design to provide adequate space for the Commercial Operations to be rendered and adequate facilities for the welfare of the visiting public including on site public restroom facilities.

Said structure shall comply with all applicable governmental ordinances, building and fire codes. Any and all alterations and additions to existing buildings shall be considered the same as new

construction and must be approved in writing by the Airport Management prior to construction. All buildings will be subject to inspection by the Airport Management and government building and fire inspectors. The premises and buildings shall be maintained in good repair and in a neat and attractive appearance.

- D. All improvements to the property such as connecting taxiways or aprons to the nearest Public Taxiways, utilities, approaches, drain tiling and fill dirt will be provided at the lessee's expense.
- E. Utilities will be brought by lessee to its property and buildings.
- F. Provide paved automobile parking space for employees and customers on space leased from the Airport Commission. Provisions shall be made for one (1) parking space for every two (2) persons employed on the site and adequate space for the customers and visitors for the Commercial Operation rendered.
- G. Provide paved apron for aircraft parking at least two (2) times the area of the building and hangar on space leased from the Airport Commission.
- H. Carry insurance as specified by the Airport Commission. Current certificates of all policies must be placed on file with the Airport Management.
- I. Qualified and, when required by law, certificated personnel for the type of service offered shall be available during hours of operation.
- J. Flight and ground schools must be licensed by the Michigan Bureau of Aeronautics.

SECTION 600.3 TEMPORARY LICENSES

A temporary license with an established fee for a specified period of time may be granted by the Airport Management for a Commercial Operation not currently being offered at the Airport.

CHAPTER 700

ADDITIONAL REQUIREMENTS FOR COMMERCIAL OPERATIONS

SECTION 700.1 AIRCRAFT SALES

Any Commercial Operator desiring to engage in the sale of new or used aircraft must provide as a minimum the following:

PERSONNEL - One or more persons holding a current pilot certificate with ratings appropriate for the type of aircraft to be demonstrated.

HOURS OF OPERATION - Eight (8) hours per day, five (5) days per week.

PARTS & SERVICE - An adequate supply of or access to parts and servicing facilities to provide maintenance service to customer's aircraft during warranty period.

SECTION 700.2 AIRFRAME AND/OR POWERPLANT REPAIR

Any Commercial Operator desiring to engage in airframe and/or power plant repair service must provide as a minimum the following:

PERSONNEL - One (1) person currently certificated by F.A.A. with ratings appropriate for work performed. Additional personnel shall be provided to keep office attended during normal working hours.

HOURS OF OPERATION - Eight (8) hours per day, five (5) days per week with provisions for emergency mechanical service on-call during weekends and holidays.

EQUIPMENT - Sufficient equipment, supplies and availability of parts to perform maintenance in accordance with manufacturer recommendations or equivalent on various types of based aircraft.

SECTION 700.3 AIRCRAFT RENTAL

Any Commercial Operator desiring to engage in the rental of aircraft shall provide as a minimum the following:

PERSONNEL - One (1) person holding a current F.A.A. Commercial Pilot Certificate with appropriate ratings. Additional persons to provide for office to be attended during normal hours.

AIRCRAFT - Own or have exclusive lease in writing for one (1) aircraft.

HOURS OF OPERATION - Eight (8) hours per day, six (6) days per week.

AIRCRAFT MAINTENANCE - According to current Federal Aviation Rules.

SECTION 700.4 FLIGHT TRAINING

Any Commercial Operator desiring to engage in Pilot flight instruction shall provide as a minimum the following:

CERTIFICATION - In accordance with Federal Aviation Administration and Michigan Aeronautics Commission Rules and Regulations.

PERSONNEL - One (1) person certified by the F.A.A. as flight instructor with proper ratings to cover training required. Additional persons as necessary to attend office during normal working hours.

AIRCRAFT - One (1) aircraft equipped for flight and training under instruction conditions owned or exclusively leased in writing by the Commercial Operator.

HOURS OF OPERATION - Eight (8) hours per day, five (5) days per week.

SECTION 700.5 AIR TAXI OR CHARTER SERVICE

Any Commercial Operator desiring to engage in air taxi or charter service shall provide as a minimum the following:

PERSONNEL - One or more persons holding a current F.A.A. Commercial Pilot Certificate appropriately rated to conduct air service offered. Additional personnel to attend office during normal working hours.

AIRCRAFT - One or more aircraft equipped for flight in accordance with Federal Air Regulations.

HOURS OF OPERATION - Eight (8) hours per day, six (6) days per week and provide on-call service during non-working hours.

CERTIFICATION - Operator must meet all provisions of Federal Air Regulations.

SECTION 700.6 AIRCRAFT FUELS AND DISPENSING SERVICE

Any Commercial Operator desiring to dispense aviation fuels and oil and/or provide any other related Line Service shall, as a minimum, provide the following:

HOURS OF OPERATION - Attendant on duty on the premises seven (7) days per week between the hours of 8:00 and 5:00 p.m., October 1 through April 30 each year and 8:00 a.m. to sunset from May 1 through September 30 each year and additionally on-call 24 hours per day. On-call service shall be provided within one (1) hour of the request for such service and be performed at a service charge.

EQUIPMENT - Provide mobile equipment capable of adequate separation of various fuel grades and properly metered. Utilize only fuel storage and dispensing facilities which meet all safety requirements of appropriate local, state and federal authorities. Provide adequate paved parking for mobile equipment.

SUPPLIER - The Commercial Operator shall be required to pay to the Airport Commission a flowage fee for each gallon of fuel delivered to the premises. The supplier shall submit monthly supporting invoices to the Airport Commission. The Airport Management shall have the right to audit the records of the Commercial Operator.

INSTALLATION - Secure written approval from the Airport Commission prior to the installation of storage and fixed dispensing units.

SECTION 700.7 HANGARING AIRCRAFT

Any Commercial Operator desiring to engage in hangaring aircraft must provide as a minimum the following:

HOURS OF OPERATION: Eight (8) hours per day, seven (7) days per week and provide on-call service during non-working hours for a service charge.

SECTION 700.8 RADIO, INSTRUMENT OR PROPELLER SERVICE

Any Commercial Operator desiring to provide radio, instrument or propeller service shall as a minimum, provide the following:

PERSONNEL - One (1) qualified repairman to provide services as defined in F.A.A. and M.A.C. Commission Rules and Regulations.

HOURS OF OPERATION - Eight (8) hours per day, five (5) days per week.

SECTION 700.9 AERIAL APPLICATIONS

Any Commercial Operator desiring to engage in aerial application operations must provide as a minimum the following:

PERSONNEL - One (1) person holding a current F.A.A. Commercial Pilot Certificate, properly rated for the aircraft to be used and meeting the requirements of F.A.A. Regulations and applicable regulations of the state.

AIRCRAFT - One (1) aircraft meeting all the requirements of F.A.A. Regulations and applicable requirements of the state.

CERTIFICATION - Hold an Agricultural Aircraft Operator Certificate issued by the F.A.A. and comply with requirements of the state and political subdivision thereof.

FACILITIES - A segregated chemical storage area protected from public access.

HOURS OF OPERATION - Available on-call during daylight hours of the normal aerial application season.

SECTION 700.10 SPECIALIZED COMMERCIAL FLIGHT SERVICES

Any Commercial Operator desiring to engage in the specialized commercial air activities including but not limited to those listed below:

Banner towing and aerial advertising;

Aerial photography or survey;

Fire fighting or fire patrol;

Power line or pipe line patrol;

and any other operations specifically excluded from Part 135 of the Federal Aviation Regulations shall provide as a minimum the following:

PERSONNEL - One (1) person holding a current F.A.A. Commercial Pilot Certificate with appropriate ratings for the aircraft to be flown.

AIRCRAFT - One (1) properly certificated aircraft.

SECTION 700.11 MULTIPLE SERVICES

Any Commercial Operator desiring to engage in two or more Commercial Operations must provide as a minimum the following before offering the service:

PERSONNEL - Multiple responsibilities may be assigned to personnel to meet personnel requirements for all activities.

AIRCRAFT - Aircraft may serve as multiple use.

EQUIPMENT - All equipment required for each service must be provided.

SERVICE - All service required for each activity must be provided during hours of operation specified.

HOURS OF OPERATION - Operators will adhere to hours specified for the appropriate single activity.

NOTIFICATION - Notification must be given in writing to Airport Management prior to offering and immediately following discontinuance of the service.

SECTION 700.12 PRO-RATION OF HOURS & NOTICES OF SERVICES

Where a license has been granted to more than one Commercial Operator for the same Commercial Operation, the Airport Management may pro-rate on a weekly basis the minimum hours of service requirement as stated above for such operation, among those Operators licensed for such operation and may also exempt any national holiday from the schedule. Such action, however, shall not preclude the other operators from offering such service at any time.

The Airport Management may prepare appropriate notices detailing the type and hours of service offered by each operator and designating the hours of service responsibilities. Such notices shall be posted by the Airport Management in appropriate public areas.

CHAPTER 800

FLYING CLUBS

SECTION 800.1 REGULATIONS

All flying clubs desiring to base their aircraft on the Airport must obtain a license from the Airport Commission and meet the following requirements:

- A. Each club must be a non-profit corporation or association.
- B. Each member must be a bona fide owner of the aircraft or a stockholder in the corporate owner.
- C. The club may not derive greater revenue from the use of its aircraft than the amount necessary for the actual use of operation, maintenance and replacement of its aircraft.
- D. The club must file with the Airport Manager a current membership and club's officers list and the current club mailing address.
- E. The club's aircraft will not be used by other than bona fide members for rental and by no one for commercial operations.
- F. Each aircraft owned by the flying club must carry insurance as specified by the Airport Commission. Certificates of all policies must be placed on file with the Airport Management.

SECTION 800.2 VIOLATIONS

In the event that the club fails to comply with these conditions, the Airport Management will notify the club in writing of such violations. If the club fails to correct the violations within the time specified, the Airport Management may take any action deemed advisable by the Airport Commission.

CHAPTER 900

APPEALS AND VARIANCES

SECTION 900.1 APPEALS

Any Person shall have the right to appeal actions and interpretations of these Rules and Regulations by the Airport Management to the Airport Commission. Such appeals shall be in writing and filed within twenty-one (21) days of any such decision or interpretation.

SECTION 900.2 VARIANCES

The Airport Commission shall have the authority to grant such variances as may be in harmony with the general purpose and intent of these Rules and Regulations where a literal application of such regulations would result in an unreasonable and unnecessary difficulty or burden and the relief granted would not be contrary to the public interest, but would do substantial justice and be in accordance with the spirit of these Rules and Regulations, based upon the following standards:

- A. Compatibility with the Airport Master Plan
- B. Whether any nuisance conditions would be created such as traffic congestion, lighting, etc.
- C. Safety concerns
- D. Any other reasonable alternative available to the variance
- E. Self-created problem

SECTION 900.3 CONDITIONS

Any such variance may be allowed subject to any reasonable condition or conditions that the Airport Commission may deem necessary to effectuate the purpose of these Rules and Regulations.

SECTION 1000

EFFECTIVE DATE

SECTION 1000.1 EFFECTIVE DATE

These Rules and Regulations shall become effective _____.

AIRPORT COMMISSION
OF THE COUNTY OF ST. CLAIR

Walter Street, Chairman

Approved by the St. Clair County Airport Commission
on January 17, _____, 1995

Endorsed by the Michigan Bureau of Aeronautics
on February 16, _____, 1995

Approved by the St. Clair County Board of Commissioners
on _____, 1995

RESOLUTION 95-11

AMENDING RESOLUTION 89-23
CHANGING NAME OF PARKS AND RECREATION ADVISORY COMMISSION

WHEREAS, the St. Clair County Board of Commissioners recognizes the importance of preserving and improving the quality of life for county residents and visitors to the County, as well as improving the attractiveness of the County; and

WHEREAS, the St. Clair County Parks and Recreation Commission was established by Board Resolution 88-55, approved November 30, 1988, and Revised Resolution 89-23 Creating a County Parks and Recreation Advisory Commission approved June 28, 1989, 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 have been increased by the Board of Commissioners, granting full authority under P.A. 261, of 1965; and

WHEREAS, with the change of full authority, the Bylaws of the Parks and Recreation Advisory Commission have been revised changing the name of the Commission to Parks and Recreation Commission; and


WHEREAS, the new revised Bylaws, attached Exhibit "A", recommended by action of the St. Clair County Parks and Recreation Advisory Commission on January 5, 1995, have been received and reviewed by the St. Clair County Board of Commissioners.


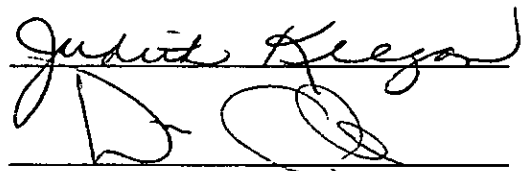
NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners hereby amends Resolution 89-23, thereby adopting newly revised Bylaws, Exhibit "A", officially changing the name of the St. Clair County Parks and Recreation Advisory Commission to the St. Clair County Parks and Recreation Commission, which grants full authority under P.A. 261 of 1965.

BE IT FURTHER RESOLVED, that all resolutions and parts of resolutions in conflict with this Resolution, are to the extent of the conflict, hereby rescinded.

DATED: March 8, 1995

Reviewed and Approved by:


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



PARKS AND RECREATION ADVISORY 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: Parks And Recreation Commission (PARC)
DATE: February 22, 1995
RE: AMENDMENTS TO PARKS AND RECREATION BY-LAWS

Enclosed is a copy of the By-laws for Parks And Recreation Commission. The changes are a result of the increased duties per the County Board's approval to grant full authority under P.A. 261. The name change is from "Parks and Recreation Advisory Commission" to "Parks And Recreation Commission".

To help you see the changes made in the by-laws, a copy is also attached which shows items that were deleted with a line through them and additions are shaded.

ACTION REQUESTED: Request the County Board of Commissioners approve the amended by-laws to Parks And Recreation Commission.

✓ cc: Donald Dodge, Administrator/Controller

BY-LAWS:PARC\TRANSMITTAL.295

A Government of Service



**ST. CLAIR COUNTY PARKS AND RECREATION COMMISSION
(PARC)
BY-LAWS**

ARTICLE I TITLE

The title of the Commission shall be "St. Clair County Parks And Recreation Commission", herein after called PARC.

ARTICLE II AUTHORITY FOR ESTABLISHMENT

PARC is a Commission established by County Board Resolution 88-55, approved 11/30/88. PARC is established pursuant to Public Act 261 of 1965, as amended.

ARTICLE III GEOGRAPHIC AREA

The geographic area served by PARC shall include all lands included within the present and future boundaries of St. Clair County.

ARTICLE IV PURPOSE

The general purposes of PARC shall be:

1. To study and determine the extent of need for parks, preserves, parkways, recreation and other conservation facilities within the County.
2. To develop cooperative planning efforts with the various cities, villages, townships and school districts concerned with parks, recreation and conservation services.
3. To serve as an information center for local parks and recreation commissions/boards.
4. To prepare and recommend to the County Board of Commissioners, the adoption of a comprehensive coordinated county-wide parks and recreation plan.

ARTICLE V MEMBERS

Section 1. PARC shall consist of ten (10) members. Four (4) members are statutorily designated positions. Six (6) members shall be appointed by the County Board of Commissioners. All appointed members shall be qualified electors of the County and shall represent insofar as possible those citizens concerned with parks, recreation, conservation, and leisure services.

Section 2.

A. The statutory members shall be as follows:

1. Chairperson or other member of the Road Commission
2. Chairperson of the Metropolitan Planning Commission
3. County Drain Commissioner
4. One (1) County Commissioner appointed by the Chairperson of the County Board of Commissioners

- B. The appointed members shall be appointed by the County Board of Commissioners in the following manner:
1. One (1) citizen representing the combined Commission Districts #1 and #2.
 2. One (1) citizen representing the Commission District #3.
 3. One (1) citizen representing the combined Commission Districts #4 and #5.
 4. One (1) citizen representing the combined Commission Districts #6 and #7.
 5. Two (2) citizens appointed "at large".

Section 3. Terms of Office

- A. Terms of office of the members first appointed, two (2) shall be appointed for a one (1) year term, two (2) shall be appointed for a two (2) year term, and two (2) shall be appointed for a three (3) year term. Thereafter, each appointed member shall be appointed for a three (3) year term so as to insure no more than one-third of the terms expire each year.

The term of office of the statutory members shall correspond to their tenure in office.

- B. The term of office of the appointed members of the PARC shall begin on January 1st of the calendar year.
- C. All vacancies for unexpired terms of appointed members shall be filled in the same manner as their appointment and shall serve for the remainder of such terms.
- D. Any appointed member may be reappointed to not more than four (4) consecutive terms of office, a total of twelve (12) years.

Section 4. Removal of Appointed Members from Office. A member shall be considered resigned upon three consecutive unexcused absences or five absences (excused or unexcused) from any regularly scheduled meetings, during a twelve (12) month period.

Section 5. The appointed members shall designate alternates for their respective representation who shall represent them in their absence. The designated alternates are subject to approval of the County Board of Commissioners.

ARTICLE VI OFFICERS

Section 1. The officers of the PARC shall be:

- A. Chairperson who shall preside at all regular meetings and public hearings; shall have the authority to call and preside at all special meetings; shall appoint such committees as PARC shall establish and shall serve as ex-officio member of all committees.
- B. Vice-Chairperson who shall, in the absence of the Chairperson, preside at all regular or special meetings and public hearings.
- C. Secretary who shall be responsible for recording and maintaining minutes of all meetings and

public hearings.

D. The County Treasurer shall be the Treasurer and an ex-officio member of PARC.

Section 2.

- A. The officers of PARC shall be elected each year for a one (1) year term. Election shall be by majority vote of the members. The election shall be held at the first regular meeting in January. Officers shall hold office until their successors are elected and assume office. No officer shall succeed himself/herself more than three (3) consecutive terms.
- B. Removal of an officer(s) from office shall be by a two-thirds (2/3) vote of the members, providing ten (10) days written notice of intent to remove such officer(s) is given to all members.

ARTICLE VII DUTIES AND RESPONSIBILITIES

The duties and responsibilities of the PARC shall include the following:

Section 1.

- A. Inventory and study the County's lands and facilities currently used for:
- | | |
|--------------|-----------------|
| 1. Parks | 4. Recreation |
| 2. Preserves | 5. Open spaces |
| 3. Parkways | 6. Conservation |
- B. Determine the County's needs for such lands and facilities.
- C. Determine the extent to which such needs are currently being met.
- D. Prepare, and up-date regularly, a comprehensive recreation master plan of land use and facilities to meet the County's current and projected needs. The plan should include, among other things:
1. The County's basic goals and priorities for parks and recreation services
 2. Plans for the development and improvement of lands and facilities for parks and recreation uses.
- E. Forward the County's comprehensive master plan to the County Board of Commissioners for approval prior to submission to appropriate Federal and State authorities.

St. Clair County Parks And Recreation Commission

By-Laws

Page 4

- F. Initiate and engage in cooperative planning with the various cities, villages, townships and school districts concerned with parks, recreation and conservation services.
- G. Serve as an informational resource center for local parks and recreation commissions, boards/departments and school districts.
- H. Provide planning and technical assistance, under contractual relationship, to local governmental units, which such services are consistent with the County's overall plans.
- I. Research, prepare, and submit funding requests which are consistent with the County's overall plans. Such requests must be reviewed and approved by the County Board of Commissioners, prior to submission.
- J. Encourage and provide opportunities for citizens within St. Clair County to comment on parks, recreation and conservation issues.
- K. Regularly report on PARC progress and activities to the County Board of Commissioners.
- L. Review and submit an annual PARC budget for approval by the County Board of Commissioners.
- M. May accept in the name of the County; gifts, bequests, grants-in-aid, contributions and appropriations of money and other personal property for recreation and conservation purposes.
- N. The Commission may acquire land.
- O. The Commission may condemn private property for the use or benefit of the public.
- P. The Commission may plan, develop, preserve, and administer the improvements of County parks, including the construction, reconstruction, alteration and renewal of buildings, facilities and other structures.
- Q. The Commission shall have custody, control and management of real and personal property acquired for parks, preserves, etc.
- R. The Commission may install and maintain roads and parking facilities;
- S. The Commission may make, amend, or repeal rules for protection, regulation, and control of all its facilities with approval of the County Board.
- T. The Commission may appoint park rangers who may be deputized by a sheriff to enforce the laws of the state and apprehension of violators. Park rangers may enforce the rules adopted by the County whether deputized or not, and shall have the powers, privileges and immunities conferred upon peace officers by the laws of this state.
- U. The Commission may charge and collect reasonable fees for use of facilities with all fees to be paid over to the county treasurer.

- V. The Commission may employ such personnel as may be authorized by the County Board, including an executive officer.

ARTICLE VIII MEETINGS

Section 1.

- A. Regular Meetings. Regular meetings of PARC shall be held at least quarterly at a time and place designated by the Chairperson.
- B. Special Meetings. Special meetings of PARC may be called, as necessary, by the Chairperson and/or by written request of not less than five (5) members.

Section 2. Notice of Meetings

- A. Regular Meetings. Written notice of regular meetings shall be distributed to all members at least seven (7) days prior to the meeting. Such notices shall specify the meeting date, time, location, and agenda.
- B. Special Meetings. Written notices of special meetings shall be distributed to all members at least three (3) days prior to the meeting. Such notices shall specify the meeting date, time, location, and subject of the meeting.

- Section 3.** A quorum at all meetings of PARC shall be at least fifty-one percent (51%), six (6) of the members.

Section 4. Voting shall be conducted under the following rules:

- A. Each member shall have one (1) vote to be exercised by him/her. In their absence the designated alternate shall be permitted to vote.
- B. For the transaction of normal business, a simple majority of those present, is necessary to take action.
- C. In cases of official recommendations by PARC to the County Board of Commissioners, a majority of six (6) members shall be in agreement with the recommendation as presented. Action taken shall be evidenced by a roll call vote documented in the meeting's minutes.

- Section 5. Open Meetings.** All meetings of PARC shall be subject to the provision of the Michigan Open Meetings Act (P.A. 267 of 1976, as amended).

B. The appointed members shall be appointed by the County Board of Commissioners in the following manner:

1. One (1) citizen representing the combined Commission Districts #1 and #2.
- ~~2. One (1) citizen representing the combined Commission Districts #3 and #4.~~
- ~~3. One (1) citizen representing the combined Commission Districts #4 and #5.~~
- ~~4. One (1) citizen representing the combined Commission Districts #7 and #8.~~

2. One (1) citizen representing the Commission District #3.
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- C. Secretary who shall be responsible for recording and maintaining minutes of all meetings and public hearings.
- D. The County Treasurer shall be the Treasurer and an ex-officio member of PARC PARC.

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 - 1. The County's basic goals and priorities for parks and recreation services
 - 2. Plans for the development and improvement of lands and facilities for parks and recreation uses.
- E. Forward the County's comprehensive master plan to the County Board of Commissioners for approval prior to submission to appropriate Federal and State authorities.

- Section-2 F.** Initiate and engage in cooperative planning with the various cities, villages, townships and school districts concerned with parks, recreation and conservation services.
- Section-3 G.** Serve as an informational resource center for local parks and recreation commissions, boards/departments and school districts.
- Section-4 H.** Provide planning and technical assistance, under contractual relationship, to local governmental units, which such services are consistent with the County's overall plans.
- Section-5 I.** Research, prepare, and submit funding requests which are consistent with the County's overall plans. Such requests must be reviewed and approved by the County Board of Commissioners, prior to submission.
- Section-6 J.** Encourage and provide opportunities for citizens within St. Clair County to comment on parks, recreation and conservation issues.
- Section-7 K.** Regularly report on ~~PARC~~ ~~PARC~~ progress and activities to the County Board of Commissioners.
- Section-8 L.** Review and submit an annual ~~PARC~~ ~~PARC~~ budget for approval by the County Board of Commissioners.
- Section-9 M.** May accept in the name of the County; gifts, bequests, grants-in-aid, contributions and appropriations of money and other personal property for recreation and conservation purposes.
- Section-10 N.** The Commission may acquire land.
- Section-11 O.** The Commission may condemn private property for the use or benefit of the public.
- Section-12 P.** The Commission may plan, develop, preserve, and administer the improvements of County parks, including the construction, reconstruction, alteration and renewal of buildings, facilities and other structures.
- Section-13 Q.** The Commission shall have custody, control and management of real and personal property acquired for parks, preserves, etc.
- Section-14 R.** The Commission may install and maintain roads and parking facilities;
- Section-15 S.** The Commission may make, amend, or repeal rules for protection, regulation, and control of all its facilities with approval of the County Board.
- Section-16 T.** The Commission may appoint park rangers who may be deputized by a sheriff to enforce the laws of the state and apprehension of violators. Park rangers may enforce the rules adopted by the County whether deputized or not, and shall have the powers, privileges and immunities conferred upon peace officers by the laws of this state.
- Section-17 U.** The Commission may charge and collect reasonable fees for use of facilities with all fees to be paid over to the county treasurer.

Section 18 V. The Commission may employ such personnel as may be authorized by the County Board, including an executive officer.

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- C. In cases of official recommendations by ~~PARC~~ ~~PARC~~ to the County Board of Commissioners, a majority of six (6) members shall be in agreement with the recommendation as presented. Action taken shall be evidenced by a roll call vote documented in the meeting's minutes.

Section 5. **Open Meetings.** All meetings of ~~PARC~~ ~~PARC~~ shall be subject to the provision of the Michigan Open Meetings Act (P.A. 267 of 1976, as amended).

APPROVING APPLICATION TO THE DEPARTMENT OF NATURAL
RESOURCES AND COMMITMENT OF LOCAL FUNDS TO
CONSTRUCT A BATHROOM FACILITY, ACCESSIBILITY
IMPROVEMENTS AND RENOVATION AND ALTERATION OF
THE ROOF STRUCTURE AT THE COMMUNITY BUILDING
AT THE COUNTY PARK IN GODELLS

WHEREAS, the County will make full application to the Michigan Department of Natural Resources for funds to construct a bathroom facility, accessibility improvements, and the renovation and alteration of the roof structure at the community building at the County Park in Goodells; and

WHEREAS, the community building acts as a support facility for many of the outdoor recreational activities and special events that occur at the county park; 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 Disabilities Act survey recognized the need for alterations to the community building at Goodells Park; and

WHEREAS, the County's recreation plan identifies the conversion in use of the community building to a Nature Education Center as a capital project; and

WHEREAS, the aforementioned improvements represent phase one in the conversion of this structure to a Nature Education Center; and


WHEREAS, the County has conducted a public hearing on this matter.

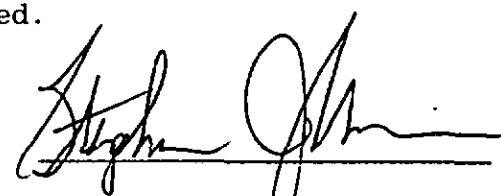
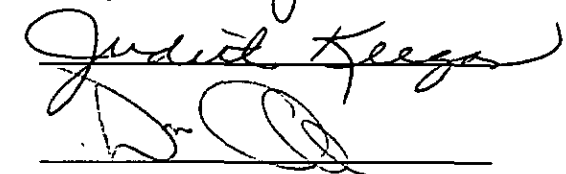
NOW, THEREFORE, BE IT RESOLVED that the County Board of Commissioners of St. Clair County does hereby authorize and grant its support for the application by St. Clair County to the Michigan Department of Natural Resources to obtain matching funds for construction of the above mentioned projects.

BE IT FURTHER RESOLVED, that the County, through authority of its Board of Commissioners, does hereby commit to provide the necessary matching funds upon award of a grant as well as providing maintenance for the project once construction is completed.

DATED: March 8, 1995

Reviewed and Approved by:


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

RESOLUTION 95-9

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


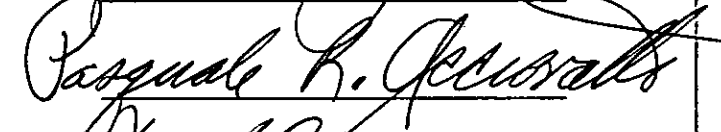

WHEREAS, Carol Eveningred, St. Clair County Drain Commissioner, has submitted the attached report which has been reviewed by the St. Clair County Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED: that the 1994 Annual Report of Carol Eveningred, Drain Commissioner, may be and the same is hereby accepted and approved.

DATED: March 8, 1995

Reviewed and Approved by:


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



CAROL EVENINGRED, Drain Commissioner

County of St. Clair, Michigan

21 AIRPORT DRIVE, ST. CLAIR, MICHIGAN 48079

(810) 364-5369

January 1, 1995

St. Clair County Board of Commissioners
County Building
Port Huron, Michigan
48060

Dear Board Members:

In compliance with Section 31 of the Drain Code of 1956, as amended, it is my pleasure to present you with the 1994 ANNUAL DRAIN REPORT.

This year's report covers the year from January 1, 1994 through December 31, 1994.

This drain report is a financial report of all drains worked on during the past twelve months. If you have any questions or comments, feel free to contact the Drain Office.

Sincerely,

Carol Eveningred,
Drain Commissioner

CE/dlw

A Government of Service



INDEX

Brush Control Program	3
County at Large Assessments	1
Financial Report Active Drains	7 - 31
Financial Report Inactive Drains	32
Financial Statement of Revolving Construction . .	5
Financial Statement of Revolving Fund	6
Interest Earned	31
Maintenance Work By Drain Office Crew	4
Maintenance Work Contracted Out	5
Petitions Given Out But Not Returned	2
Petitions Received By Drain Commissioner	2
Plat Review	2
Township Assessments	1

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

PETITIONS RECEIVED BY DRAIN COMMISSIONER

Beaubien Creek Drain, China Township
Schneider Drain, St. Clair Township

PETITIONS GIVEN OUT BUT NOT RETURNED

Wait Drain, Lynn Township

PLAT REVIEW

Allen & Burma Road Sanitary Sewer, Kimball Twp. - Approved Preliminary
North Road Watermain Brandywine Ext., Clyde Twp. - Approved Preliminary
Periwinkle Estates, Port Huron Township - Approved Preliminary
Price Drain Crossing, Port Huron Township - Approved Preliminary
Sawmill Village Subdivision, Phase I, Kimball Twp. - Approved Preliminary
Stoney Creek Estates, Fort Gratiot Township - Approved Preliminary
Woodland Estates, City of St. Clair - Approved Preliminary

1994 BRUSH CONTROL PROGRAM

There were 38 drains mowed in 1994. By December 31, 1994, the drain crew had mowed 60.84 miles at a cost of \$62,697.43 or \$1,030.53 a mile.

The following drains were included in this years program:

Beehr	Jackson Creek
Benoit	Kelly
Brennan	Lemon & Branch #1
Campbell	Lynn County
Cartwright	Mallory
Chartier	Marine City D. Cut Br. #1
Cooper	Nelson
Cottrell & Extension	O'Loughlin
Dana	Railroad Branch #2
Foley Branch #1	Railroad Branch #3
Furlong	Robertson
Galley	Sheehy
Gladys	Sheldon
Gorman	Smith-Cottrellville
Grosmeier & Branches	Tinsman
Hannah & Branch #1	Wait
Harris	Webster
Hextall	Wolf
Howe, Brandymore, Ext.	Wolvin

MAINTENANCE WORK DONE BY DRAIN OFFICE PERSONNEL ON THE FOLLOWING DRAINS:

Abbey	Howard
Alder	Howe, Brandymore Extension
Angel Creek	Jackson Creek Intercounty
Barringer	Kelly
Beehr	Kelly Cut Off
Burt Extension	Lemon
Butcher	Mueller Farms Storm Sewer
Capac and Branches	McCormick
Carrigan & Branch #1	Neil
Cartwright	Nelson
Casco	Number 202
Casco Extension	Oakwood Storm Sewer
Chase	Palms Road
Columbus & St. Clair	Pelton
Cook	Pickard & Branches
Cooper	Plum Creek
Cowhy	Price
Cox	Richmond-Columbus
Dana	Riley Wales
Eves and Extension	St. Mary's
Eves Branch #1	Schriner
Foley	Shirkey
Forrest Manor Storm Sewer	Spencer
Fueslein	Sullivan
Gillette Extension	Swartout
Gleason & Branches	Thody & Branch #1
Gossman & Branches	Volmer & Extension
Hessen	Warner
Hopps & Branch	Webster

MAINTENANCE WORK CONTRACTED OUT ON THE FOLLOWING DRAINS:

Brace & Brace Ext. Drain	\$3,000.00
Doe Creek Drain	7,712.00
Eves & Extension Drain	405.00
Foley Drain	385.00
Forrest Manor Storm Sewer	1,567.50
Franklin Drain	1,016.06
Galbraith Drain	9,800.10
Hannan & N. Belle River Drain	320.00
Hathaway Drain	3,958.08
Huffman Branch #6 Drain	1,799.99
Jackson Creek Drain	90.00
Lester-Bammel Drain	600.00
Mueller Farms Storm Sewer	1,154.78
Number 202 Drain	110.00
Oakwood Storm Sewer	2,149.38
Swale Drain	5,200.00
Twentyfourth & Bancroft S. S.	3,544.87
Wixson Drain	<u>4,800.00</u>
	\$47,612.76

FINANCIAL STATEMENT OF REVOLVING CONSTRUCTION

The following drains are indebted to the Revolving Construction Fund:

Bowman Extension & Enclosure	\$8,500.00	
Capac & Branches Drain	16,028.28	
Kelly Cut Off Drain	6,180.00	
Lemon Drain	<u>5,549.00</u>	
	\$36,257.28	Indebted to Fund
	<u>35,540.77</u>	Balance in Fund
	\$71,798.05	Amount of Fund

FINANCIAL STATEMENT OF REVOLVING FUND

The following drains are indebted to the Revolving Fund:

Bowman Extension & Enclosure	\$	415.98	
Brace & Brace Extension Drain		1,506.39	
Capac Drain		812.50	
Cartwright Drain		62.69	
Cooper Drain		18.71	
Currier Drain		28.72	
Doe Creek Drain		7,712.00	
Drain Cleaning Fund		5,238.11	
Eves & Eves Extension Drain		349.00	
Forrest Manor Storm Sewer		2,883.63	
Franklin Drain		1,016.06	
Hannan & N. Belle River Drain		185.00	
Hathaway Drain		4,555.06	
Huffman Br. #6 Drain		736.75	
Lakeland Drain		279.00	
Lemon Drain		1,216.60	
Marine City Dredge Cut Drain		137.50	
Mill Creek, S. Br. Drain		1,802.54	
Mueller Farms Storm Sewer		290.93	
Nelson Drain		17.11	
Oakwood Storm Sewer		1,620.94	
Branch #1 of Section 24 Drain		6,791.48	
Swale Drain		2,600.00	
Twentyfourth & Bancroft S. S.		3,544.87	
Wixon Drain		<u>62.87</u>	
		\$43,884.44	Indebted to Fund
		<u>6,555.04</u>	Balance in Fund
		\$50,439.48	Amount of Fund

FINANCIAL REPORT

FINANCIAL REPORT OF ABBEY DRAIN

Balance as of January 1, 1994 - in Drain Fund	\$988.53
Interest	<u>27.42</u>
	\$1,015.95
To General Fund	\$200.00
Balance as of December 31, 1994 - in Drain Fund	\$815.95

FINANCIAL REPORT OF ACHARTZ DRAIN

Balance as of January 1, 1994 - in Drain Fund	\$1,016.48
Interest	<u>28.20</u>
	\$1,044.68
To General Fund	\$100.00
Balance as of December 31, 1994 - in Drain Fund	\$944.68

FINANCIAL REPORT OF ALDER DRAIN

Balance as of January 1, 1994 - in Drain Fund	\$1,020.89
Interest	<u>28.32</u>
	\$1,049.21
To General Fund	\$300.00
Balance as of December 31, 1994 - in Drain Fund	\$749.21

FINANCIAL REPORT OF ANDREWS DRAIN

Balance as of January 1, 1994 - in Drain Fund	\$176.97
Interest	<u>4.91</u>
	\$181.88
To General Fund	\$44.00
Balance as of December 31, 1994 - in Drain Fund	\$137.88

FINANCIAL REPORT OF ANGEL CREEK DRAIN

Balance as of January 1, 1994 - in Drain Fund	\$101.23
Interest	<u>2.81</u>
	\$104.04
To General Fund	\$75.00
Balance as of December 31, 1994 - in Drain Fund	\$29.04

FINANCIAL REPORT OF BAIRD DRAIN

Balance as of January 1, 1994 - in Drain Fund	\$ 0.00
C.M.P. Purchase	<u>567.60</u>
	\$567.60
Orders paid by Drain Fund	\$561.92
Balance as of December 31, 1994 - in Drain Fund	\$ 5.68

FINANCIAL REPORT OF BARRINGER DRAIN

Balance as of January 1, 1994 - in Drain Fund	\$188.29
Interest	<u>5.22</u>
	\$193.51
To General Fund	\$125.00
Balance as of December 31, 1994 - in Drain Fund	\$ 68.51

FINANCIAL REPORT

FINANCIAL REPORT OF BEAUBIEN CREEK DRAIN

Balance as of January 1, 1994 - in Drain Fund	\$3,543.65
Interest	98.56
From Capac & Branches	<u>9.40</u>
Balance as of December 31, 1994 - in Drain Fund	\$3,651.61

FINANCIAL REPORT OF BEEHR DRAIN

Balance as of January 1, 1994 - in Drain Fund	\$1,338.39
Interest	<u>37.13</u>
	\$1,375.52
To General Fund	\$100.00
Balance as of December 31, 1994 - in Drain Fund	\$1,275.52

FINANCIAL REPORT OF BIG HAND DRAIN

Balance as of January 1, 1994 - in Drain Fund	\$806.74
Interest	<u>22.38</u>
	\$829.12
To General Fund	\$77.00
Balance as of December 31, 1994 - in Drain Fund	\$752.12

FINANCIAL REPORT OF BLACK, SEGATE & REID DRAIN

Balance as of January 1, 1994 - in Drain Fund	\$4,691.96
Interest	<u>89.21</u>
	\$4,781.17
To Drain Cleaning Fund	\$1,475.76
Balance as of December 31, 1994 - in Drain Fund	\$3,305.41

FINANCIAL REPORT OF BOWMAN EXT. & ENC. DRAIN

Balance as of January 1, 1994 - in Drain Fund	\$0.00
Bid Deposit	125.00
Promissory Note - Commercial & Savings Bank	<u>130,200.00</u>
	\$130,325.00
Orders paid by Drain Fund	\$83,697.14
Orders paid by Revolving Fund	415.98
Orders paid by Construction Fund	8,500.00
To General Fund	1,239.75
Balance as of December 31, 1994 - in Drain Fund	\$45,388.11
Owes Revolving Fund	\$415.98
Owes Construction Fund	\$8,500.00

FINANCIAL REPORT

FINANCIAL REPORT OF BRACE & BRACE EXT. DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$4.61
Owed to Revolving Fund	\$11.00	
From Township		<u>1,500.00</u>
		\$1,493.61
Orders Paid by Revolving Fund	\$3,000.00	
Balance as of December 31, 1994 - in Drain Fund		\$0.00
Owes Revolving Fund	\$1,506.39	

FINANCIAL REPORT OF BUNCE CREEK, N. BR. DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$85.19
To General Fund	\$44.00	
Balance as of December 31, 1994 - in Drain Fund		\$41.19

FINANCIAL REPORT OF BURT EXTENSION DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$3,451.45
Interest		<u>91.03</u>
		\$3,542.48
To General Fund	\$84.00	
To Drain Cleaning Fund	169.65	
Balance as of December 31, 1994 - in Drain Fund		\$3,288.83

FINANCIAL REPORT OF BUTCHER DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$3,568.29
Interest		<u>98.98</u>
		\$3,667.27
To General Fund	\$181.00	
Balance as of December 31, 1994 - in Drain Fund		\$3,486.27

FINANCIAL REPORT OF CAPAC AND BRANCHES DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$0.00
Owed to Revolving Fund	\$6,457.87	
Collection of Taxes		2,911.34
From Township		13,074.54
Pre-Paid Taxes		<u>300.00</u>
		\$9,828.01
Orders paid by Revolving Fund	\$812.50	
Orders paid by Construction Fund	23,552.00	
To General Fund	742.50	
To T & A Account	31.45	
To Drain Cleaning Fund	1,078.44	
To Beaubien Creek	9.40	
Balance as of December 31, 1994 - in Drain Fund		\$442.50
Owes Revolving Fund	\$812.50	
Owes Construction Fund	\$16,028.28	

FINANCIAL REPORT

FINANCIAL REPORT OF CARRIGAN & BR. #1 DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$4,130.26
Interest		<u>114.57</u>
		\$4,244.83
To General Fund	\$153.00	
Balance as of December 31, 1994 - in Drain Fund		\$4,091.83

FINANCIAL REPORT OF CARTWRIGHT DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$0.00
Collection of Taxes		<u>222.00</u>
		\$222.00
Orders paid by Revolving Fund	\$62.69	
To General Fund	222.00	
Balance as of December 31, 1994 - in Drain Fund		\$0.00
Owes Revolving Fund	\$62.69	

FINANCIAL REPORT OF CASCO DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$1,539.99
Interest		126.16
C.M.P. Purchase		<u>3,008.10</u>
		\$4,674.25
Orders paid by Drain Fund	\$2,978.02	
To General Fund	217.00	
Balance as of December 31, 1994 - in Drain Fund		\$1,479.23

FINANCIAL REPORT OF CASCO EXTENSION DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$699.68
Interest		<u>19.41</u>
		\$719.09
To General Fund	\$125.00	
Balance as of December 31, 1994 - in Drain Fund		\$594.09

FINANCIAL REPORT OF CHARTIER DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$0.00
Collection of Taxes		<u>29.00</u>
		\$29.00
To General Fund	\$29.00	
Balance as of December 31, 1994 - in Drain Fund		\$0.00

FINANCIAL REPORT

<u>FINANCIAL REPORT OF CHASE</u>		<u>DRAIN</u>
Balance as of January 1, 1994 - in Drain Fund		\$1,582.18
Interest		<u>43.89</u>
		\$1,626.07
To General Fund	\$150.00	
Balance as of December 31, 1994 - in Drain Fund		\$1,476.07

<u>FINANCIAL REPORT OF CLICK</u>		<u>DRAIN</u>
Balance as of January 1, 1994 - in Drain Fund		\$1,460.52
Interest		<u>40.51</u>
		\$1,501.03
To General Fund	\$99.00	
Balance as of December 31, 1994 - in Drain Fund		\$1,402.03

<u>FINANCIAL REPORT OF COLUMBUS & ST. CLAIR DRAIN</u>		
Balance as of January 1, 1994 - in Drain Fund		\$182.07
Interest		<u>5.05</u>
		\$187.12
To General Fund	\$42.00	
Balance as of December 31, 1994 - in Drain Fund		\$145.12

<u>FINANCIAL REPORT OF COOK</u>		<u>DRAIN</u>
Balance as of January 1, 1994 - in Drain Fund		\$382.69
Interest		<u>10.62</u>
		\$393.31
To General Fund	\$70.00	
Balance as of December 31, 1994 - in Drain Fund		\$323.31

<u>FINANCIAL REPORT OF COOPER</u>		<u>DRAIN</u>
Balance as of January 1, 1994 - in Drain Fund		\$0.00
Collection of Taxes		72.50
C.M.P. Purchase		<u>1,465.86</u>
		\$1,538.36
Orders paid by Drain Fund	\$1,465.86	
Orders paid by Revolving Fund	18.71	
To General Fund	72.50	
Balance as of December 31, 1994 - in Drain Fund		\$0.00
Owes Revolving Fund	\$18.71	

FINANCIAL REPORT

FINANCIAL REPORT OF COTTRELL & EXTENSION DRAIN

Balance as of January 1, 1994 - in Drain Fund	\$3,578.99
Interest	<u>99.28</u>
	\$3,678.27
To General Fund	\$128.00
Balance as of December 31, 1994 - in Drain Fund	\$3,550.27

FINANCIAL REPORT OF COX DRAIN

Balance as of January 1, 1994 - in Drain Fund	\$23.30
Collection of Taxes	<u>60.70</u>
	\$84.00
To General Fund	\$84.00
Balance as of December 31, 1994 - in Drain Fund	\$0.00

FINANCIAL REPORT OF COX - DOTY DRAIN

Balance as of January 1, 1994 - in Drain Fund	\$0.00
Collection of Taxes	<u>1,440.28</u>
	\$1,440.28
To Drain Cleaning Fund	\$1,440.28
Balance as of December 31, 1994 - in Drain Fund	\$0.00

FINANCIAL REPORT OF CURRIER REV. LOAN DRAIN

Balance as of January 1, 1994 - in Drain Fund	\$0.00
Orders paid by Revolving Fund	\$28.72
Balance as of December 31, 1994 - in Drain Fund	\$0.00
Owes Revolving Fund	\$28.72

FINANCIAL REPORT OF CUTTLE DRAIN

Balance as of January 1, 1994 - in Drain Fund	\$918.92
Interest	<u>25.49</u>
	\$944.41
To General Fund	\$42.00
Balance as of December 31, 1994 - in Drain Fund	\$902.41

FINANCIAL REPORT OF DANA DRAIN

Balance as of January 1, 1994 - in Drain Fund	\$0.00
Collection of Taxes	<u>125.00</u>
	\$125.00
To General Fund	\$125.00
Balance as of December 31, 1994 - in Drain Fund	\$0.00

FINANCIAL REPORT

<u>FINANCIAL REPORT OF DOE CREEK</u>		<u>DRAIN</u>
Balance as of January 1, 1994 - in Drain Fund		\$189.87
Interest		<u>5.27</u>
		\$195.14
Orders paid by Revolving Fund	\$7,712.00	
Balance as of December 31, 1994 - in Drain Fund		\$195.14
Owes Revolving Fund		\$7,712.00

<u>FINANCIAL REPORT OF DRAIN CLEANING FUND</u>		
Balance as of January 1, 1994 - in Drain Fund		\$0.00
Owed to Revolving Fund	\$1,352.03	
Interest		797.69
St. Clair County Allocation		10,000.00
Capital Improvement		2,654.25
From Townships		20,064.53
From Various Drains		<u>28,625.52</u>
		\$60,789.96
Orders paid by Drain Fund	\$4,191.89	
Orders paid by Revolving Fund	5,571.91	
To General Fund	42,172.00	
To Wage Fund	7,000.42	
Balance as of December 31, 1994 - in Drain Fund		\$7,091.85
Owes Revolving Fund	\$5,238.11	

<u>FINANCIAL REPORT OF DUNLAP ROAD</u>		<u>DRAIN</u>
Balance as of January 1, 1994 - in Drain Fund		\$610.62
Interest		<u>16.94</u>
		\$627.56
To General Fund	\$42.00	
Balance as of December 31, 1994 - in Drain Fund		\$585.56

<u>FINANCIAL REPORT OF EMMETT</u>		<u>DRAIN</u>
Balance as of January 1, 1994 - in Drain Fund		\$0.00
Collection of Taxes		<u>193.00</u>
		\$193.00
To Drain Cleaning Fund	\$193.00	
Balance as of December 31, 1994 - in Drain Fund		\$0.00

FINANCIAL REPORT

FINANCIAL REPORT OF EVES AND EXTENSION DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$0.00
Owed to Revolving Fund	\$105.00	
From Township		<u>189.00</u>
		\$84.00
Orders paid by Revolving Fund	\$405.00	
To General Fund	28.00	
Balance as of December 31, 1994 - in Drain Fund		\$0.00
Owes Revolving Fund	\$349.00	

FINANCIAL REPORT OF EVES BRANCH #1 DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$223.44
Interest		<u>6.20</u>
		\$229.64
To General Fund	\$100.00	
Balance as of December 31, 1994 - in Drain Fund		\$129.64

FINANCIAL REPORT OF FOLEY DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$1,723.58
Interest		<u>37.13</u>
		\$1,760.71
Orders paid by Drain Fund	\$385.00	
To General Fund	376.50	
Balance as of December 31, 1994 - in Drain Fund		\$999.21

FINANCIAL REPORT OF FORREST MANOR STORM SEWER

Balance as of January 1, 1994 - in Drain Fund		\$0.00
Owed to Revolving Fund	\$1,645.00	
Collection of Taxes		668.00
From Township		<u>1,054.90</u>
		\$77.90
Orders paid by Revolving Fund	\$1,789.53	
To General Fund	668.00	
To Wage Fund	504.00	
Balance as of December 31, 1994 - in Drain Fund		\$0.00
Owes Revolving Fund	\$2,883.63	

FINANCIAL REPORT OF FRANKLIN DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$376.04
Collection of Taxes		<u>2,156.88</u>
		\$2,532.92
Orders paid by Revolving Fund	\$1,016.06	
To Drain Cleaning Fund	2,532.92	
Balance as of December 31, 1994 - in Drain Fund		\$0.00
Owes Revolving Fund	\$1,016.06	

FINANCIAL REPORT

FINANCIAL REPORT OF FUESLEIN DRAIN

Balance as of January 1, 1994 - in Drain Fund	\$287.59
Interest	<u>7.98</u>
	\$295.57
To General Fund	\$100.00
Balance as of December 31, 1994 - in Drain Fund	\$195.57

FINANCIAL REPORT OF GALBRAITH DRAIN

Balance as of January 1, 1994 - in Drain Fund	\$0.00
Collection of Taxes	378.41
Bid Deposit	25.00
Indian Trails North	<u>10,200.00</u>
	\$10,603.41
Orders paid by Drain Fund	\$8,870.10
Orders paid by Revolving Fund	930.00
To General Fund	120.00
To T & A Account	12.00
Balance as of December 31, 1994 - in Drain Fund	\$671.31

FINANCIAL REPORT OF GILLETTE DRAIN

Balance as of January 1, 1994 - in Drain Fund	\$668.86
Interest	<u>18.55</u>
	\$687.41
To General Fund	\$110.00
Balance as of December 31, 1994 - in Drain Fund	\$577.41

FINANCIAL REPORT OF GILLETTE EXTENSION DRAIN

Balance as of January 1, 1994 - in Drain Fund	\$180.87
Interest	5.84
C.M.P. Purchase	<u>2,976.40</u>
	\$3,163.11
Orders paid by Drain Fund	\$2,946.64
To General Fund	56.00
Balance as of December 31, 1994 - in Drain Fund	\$160.47

FINANCIAL REPORT OF GLEASON & BRANCHES DRAIN

Balance as of January 1, 1994 - in Drain Fund	\$91.02
Interest	2.57
C.M.P. Purchase	<u>170.28</u>
	\$263.87
Orders paid by Drain Fund	\$168.58
To General Fund	70.00
Balance as of December 31, 1994 - in Drain Fund	\$25.29

FINANCIAL REPORT

FINANCIAL REPORT OF GOSSMAN & BRANCHES DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$5,117.37
Interest		<u>141.48</u>
		\$5,258.85
Orders paid by Drain Fund	\$16.93	
To General Fund	172.50	
Balance as of December 31, 1994 - in Drain Fund		\$5,069.42

FINANCIAL REPORT OF PART OF GRAHAM & EXT#1 DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$70.38
To Drain Cleaning Fund	\$70.38	
Balance as of December 31, 1994 - in Drain Fund		\$0.00

FINANCIAL REPORT OF GRAHAM BRANCH #3 DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$0.00
Collection of Taxes		<u>358.73</u>
		\$358.73
To Drain Cleaning Fund	\$358.73	
Balance as of December 31, 1994 - in Drain Fund		\$0.00

FINANCIAL REPORT OF HAMMER DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$902.48
Interest		<u>25.03</u>
		\$927.51
To General Fund	\$66.00	
Balance as of December 31, 1994 - in Drain Fund		\$861.51

FINANCIAL REPORT OF HANNAN & N BELLE RV DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$0.00
Collection of Taxes		1,064.25
From Township		<u>160.00</u>
		\$1,224.25
Orders paid by Revolving Fund	\$320.00	
To General Fund	25.00	
To Drain Cleaning Fund	1,064.25	
Balance as of December 31, 1994 - in Drain Fund		\$0.00
Owes Revolving Fund	\$185.00	

FINANCIAL REPORT

<u>FINANCIAL REPORT OF HATHAWAY</u>		<u>DRAIN</u>
Balance as of January 1, 1994 - in Drain Fund		\$0.00
Owed to Revolving Fund	\$720.40	
Owed to Construction Fund	9,875.00	
Collection of Taxes		1,359.38
From Township		1,445.12
From MDOT		<u>7,406.25</u>
		\$(384.65)
Orders paid by Revolving Fund	\$3,958.08	
Interest paid to Construction Fund	150.42	
Balance as of December 31, 1994 - in Drain Fund		\$61.91
Owes Revolving Fund	\$4,555.06	

<u>FINANCIAL REPORT OF HESSEN</u>		<u>DRAIN</u>
Balance as of January 1, 1994 - in Drain Fund		\$1,117.31
Interest		<u>30.99</u>
		\$1,148.30
To General Fund	\$175.00	
Balance as of December 31, 1994 - in Drain Fund		\$973.30

<u>FINANCIAL REPORT OF HICKORY STREET</u>		<u>DRAIN</u>
Balance as of January 1, 1994 - in Drain Fund		\$449.49
Interest		<u>12.47</u>
		\$461.96
To General Fund	\$75.00	
Balance as of December 31, 1994 - in Drain Fund		\$386.96

<u>FINANCIAL REPORT OF HOLLAND & BRANCHES DRAIN</u>		<u>DRAIN</u>
Balance as of January 1, 1994 - in Drain Fund		\$1,480.13
Interest		<u>41.06</u>
		\$1,521.19
To General Fund	\$50.00	
Balance as of December 31, 1994 - in Drain Fund		\$1,471.19

<u>FINANCIAL REPORT OF HOPPS & BRANCH</u>		<u>DRAIN</u>
Balance as of January 1, 1994 - in Drain Fund		\$0.00
Collection of Taxes		<u>58.00</u>
		\$58.00
To General Fund	\$58.00	
Balance as of December 31, 1994 - in Drain Fund		\$0.00

FINANCIAL REPORT

FINANCIAL REPORT OF HOWARD DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$246.03
Interest		<u>6.82</u>
		\$252.85
To General Fund	\$56.00	
Balance as of December 31, 1994 - in Drain Fund		\$196.85

FINANCIAL REPORT OF HOWE, BRANDYMORE EXT. DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$105.00
To General Fund	\$105.00	
Balance as of December 31, 1994 - in Drain Fund		\$0.00

FINANCIAL REPORT OF HUFFMAN BRANCH #6 DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$154.64
From Township		900.00
C.M.P. Purchase		<u>860.10</u>
		\$1,914.74
Orders paid by Drain Fund	\$851.50	
Orders paid by Revolving Fund	1,799.99	
Balance as of December 31, 1994 - in Drain Fund		\$0.00
Owes Revolving Fund	\$736.75	

FINANCIAL REPORT OF JACKSON CREEK IC DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$2,522.06
Interest		<u>67.46</u>
		\$2,589.52
Orders paid by Drain Fund	\$90.00	
To General Fund	28.00	
Balance as of December 31, 1994 - in Drain Fund		\$2,471.52

FINANCIAL REPORT OF JORDON CREEK & EXT. DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$89.28
Collection of Taxes		<u>1,686.54</u>
		\$1,775.82
To Drain Cleaning Fund	\$1,775.82	
Balance as of December 31, 1994 - in Drain Fund		\$0.00

FINANCIAL REPORT

<u>FINANCIAL REPORT OF KELLY</u>		<u>DRAIN</u>
Balance as of January 1, 1994 - in Drain Fund		\$0.00
Owed to Revolving Fund	\$357.38	
Collection of Taxes		700.00
From Township		<u>1,750.00</u>
		\$2,092.62
Orders paid by Drain Fund	\$1,455.00	
Orders paid by Revolving Fund	180.00	
To General Fund	29.00	
To T & A Account	6.82	
Balance as of December 31, 1994 - in Drain Fund		\$421.80

<u>FINANCIAL REPORT OF KELLY CUT OFF</u>		<u>DRAIN</u>
Balance as of January 1, 1994 - in Drain Fund		\$1,107.74
Owed to Revolving Fund	\$3,068.11	
Collection of Taxes		4,852.27
From Township		<u>2,899.78</u>
		\$5,791.68
Orders paid by Revolving Fund	\$300.00	
To General Fund	257.50	
To T & A Account	23.46	
To Drain Cleaning Fund	3,121.80	
Balance as of December 31, 1994 - in Drain Fund		\$2,088.92

<u>FINANCIAL REPORT OF KREUSEL</u>		<u>DRAIN</u>
Balance as of January 1, 1994 - in Drain Fund		\$1,557.86
Interest		<u>43.21</u>
		\$1,601.07
To General Fund	\$44.00	
Balance as of December 31, 1994 - in Drain Fund		\$1,557.07

<u>FINANCIAL REPORT OF LAKELAND REV. FUND DRAIN</u>		
Balance as of January 1, 1994 - in Drain Fund		\$0.00
Orders paid by Revolving Fund	\$279.00	
Balance as of December 31, 1994 - in Drain Fund		\$0.00
Owes Revolving Fund	\$279.00	

<u>FINANCIAL REPORT OF LANDE</u>		<u>DRAIN</u>
Balance as of January 1, 1994 - in Drain Fund		\$1,645.50
Interest		<u>45.64</u>
		\$1,691.14
To General Fund	\$44.00	
Balance as of December 31, 1994 - in Drain Fund		\$1,647.14

FINANCIAL REPORT

<u>FINANCIAL REPORT OF LEMON</u>		<u>DRAIN</u>
Balance as of January 1, 1994 - in Drain Fund		\$0.00
Owed to Revolving Fund	\$1,105.00	
Collection of Taxes		850.09
Grand Trunk Western Railroad		<u>225.68</u>
		\$(29.23)
Orders paid by Revolving Fund	\$111.60	
Orders paid by Construction Fund	5,549.00	
To General Fund	213.50	
To T & A Account	61.73	
Balance as of December 31, 1994 - in Drain Fund		\$800.54
Owes Revolving Fund	\$1,216.60	
Owes Construction Fund	\$5,549.00	

<u>FINANCIAL REPORT OF LEONARD</u>		<u>DRAIN</u>
Balance as of January 1, 1994 - in Drain Fund		\$2,531.20
Interest		<u>49.75</u>
		\$2,580.95
To Drain Cleaning Fund	\$737.88	
Balance as of December 31, 1994 - in Drain Fund		\$1,843.07

<u>FINANCIAL REPORT OF LESTER - Bammel</u>		<u>DRAIN</u>
Balance as of January 1, 1994 - in Drain Fund		\$8,855.84
Interest		<u>222.71</u>
		\$9,078.55
Orders paid by Drain Fund	\$600.00	
To Drain Cleaning Fund	227.01	
Balance as of December 31, 1994 - in Drain Fund		\$8,251.54

<u>FINANCIAL REPORT OF LOVEJOY, EXT. & BRS.</u>		<u>DRAIN</u>
Balance as of January 1, 1994 - in Drain Fund		\$0.00
Collection of Taxes		<u>1,411.80</u>
		\$1,411.80
To Drain Cleaning Fund	\$1,411.80	
Balance as of December 31, 1994 - in Drain Fund		\$0.00

<u>FINANCIAL REPORT OF MACKLEY</u>		<u>DRAIN</u>
Balance as of January 1, 1994 - in Drain Fund		\$795.12
Interest		<u>22.06</u>
		\$817.18
To General Fund	\$66.00	
Balance as of December 31, 1994 - in Drain Fund		\$751.18

FINANCIAL REPORT

FINANCIAL REPORT OF MARINE CITY DREDGE CUT DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$0.00
Owed to Revolving Fund	\$137.50	
Balance as of December 31, 1994 - in Drain Fund		\$0.00
Owes Revolving Fund	\$137.50	

FINANCIAL REPORT OF MARSAC CREEK & BRS. DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$1,572.69
Interest		<u>43.63</u>
		\$1,616.32
To General Fund	\$66.00	
Balance as of December 31, 1994 - in Drain Fund		\$1,550.32

FINANCIAL REPORT OF MELDRUM DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$639.60
Interest		<u>17.74</u>
		\$657.34
To General Fund	\$66.00	
Balance as of December 31, 1994 - in Drain Fund		\$591.34

FINANCIAL REPORT OF MOORE CREEK DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$267.28
Interest		<u>7.41</u>
		\$274.69
To General Fund	\$44.00	
Balance as of December 31, 1994 - in Drain Fund		\$230.69

FINANCIAL REPORT OF MORRIS DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$283.32
Interest		<u>7.86</u>
		\$291.18
To General Fund	\$44.00	
Balance as of December 31, 1994 - in Drain Fund		\$247.18

FINANCIAL REPORT

FINANCIAL REPORT OF MUELLER FARMS STORM SEWER

Balance as of January 1, 1994 - in Drain Fund		\$738.82
Owed to Revolving Fund	\$990.00	
Interest		.69
Collection of Taxes		619.45
From Township		<u>1,140.00</u>
		\$1,508.96
Orders paid by Drain Fund	\$572.91	
Orders paid by Revolving Fund	581.87	
To General Fund	645.11	
Balance as of December 31, 1994 - in Drain Fund		\$0.00
Owes Revolving Fund	\$290.93	

FINANCIAL REPORT OF MCCORMICK DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$1,200.22
Interest		<u>33.29</u>
		\$1,233.51
To General Fund	\$250.00	
Balance as of December 31, 1994 - in Drain Fund		\$983.51

FINANCIAL REPORT OF MCLAREN, POPPLEWELL & BR. DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$530.85
To Drain Cleaning Fund	\$530.85	
Balance as of December 31, 1994 - in Drain Fund		\$0.00

FINANCIAL REPORT OF NEIL DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$5,185.06
Interest		<u>120.21</u>
		\$5,305.27
To General Fund	\$200.00	
To Drain Cleaning Fund	851.40	
Balance as of December 31, 1994 - in Drain Fund		\$4,253.87

FINANCIAL REPORT OF NELSON DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$0.00
Collection of Taxes		<u>664.00</u>
		\$664.00
Orders paid by Revolving Fund	\$17.11	
To General Fund	664.00	
Balance as of December 31, 1994 - in Drain Fund		\$0.00
Owes Revolving Fund	\$17.11	

FINANCIAL REPORT

FINANCIAL REPORT OF NEWLAND DRAIN
Balance as of January 1, 1994 - in Drain Fund \$587.27
Interest 16.29
\$603.56
 To General Fund \$66.00
Balance as of December 31, 1994 - in Drain Fund \$537.56

FINANCIAL REPORT OF NEWLAND BRANCH 1&2 DRAIN
Balance as of January 1, 1994 - in Drain Fund \$2,951.42
Interest 81.87
\$3,033.29
 To General Fund \$66.00
Balance as of December 31, 1994 - in Drain Fund \$2,967.29

FINANCIAL REPORT OF NUMBER 12 ALTERNATE DRAIN
Balance as of January 1, 1994 - in Drain Fund \$6,445.61
Interest 178.80
\$6,624.41
 To General Fund \$175.00
Balance as of December 31, 1994 - in Drain Fund \$6,449.41

FINANCIAL REPORT OF NUMBER 202 DRAIN
Balance as of January 1, 1994 - in Drain Fund \$1,196.96
Interest 33.20
\$1,230.16
 Orders paid by Drain Fund \$110.00
 To General Fund 150.00
Balance as of December 31, 1994 - in Drain Fund \$970.16

FINANCIAL REPORT OF OAKWOOD STORM SEWER
Balance as of January 1, 1994 - in Drain Fund \$0.00
 Owed to Revolving Fund \$248.67
Collection of Taxes 79.00
From Township 1,140.00
\$970.33
 Orders paid by Revolving Fund \$2,149.38
 To General Fund 289.89
 To Wage Fund 152.00
Balance as of December 31, 1994 - in Drain Fund \$0.00
 Owes Revolving Fund \$1,620.94

FINANCIAL REPORT

FINANCIAL REPORT OF OSTRANDER DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$8.95
To Drain Cleaning Fund	\$8.95	
Balance as of December 31, 1994 - in Drain Fund		\$0.00

FINANCIAL REPORT OF PALMS ROAD DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$931.89
Interest		<u>25.85</u>
		\$957.74
To General Fund	\$100.00	
Balance as of December 31, 1994 - in Drain Fund		\$857.74

FINANCIAL REPORT OF PARKER RILEY DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$2,376.21
To Drain Cleaning Fund	\$2,376.21	
Balance as of December 31, 1994 - in Drain Fund		\$0.00

FINANCIAL REPORT OF PELTON DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$25,992.34
Interest		<u>721.01</u>
		\$26,713.35
To General Fund	\$612.50	
Balance as of December 31, 1994 - in Drain Fund		\$26,100.85

FINANCIAL REPORT OF PICKARD & BRANCHES DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$1,093.99
Interest		<u>30.35</u>
		\$1,124.34
To General Fund	\$175.00	
Balance as of December 31, 1994 - in Drain Fund		\$949.34

FINANCIAL REPORT OF PLUM CREEK DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$52.99
Interest		<u>1.47</u>
		\$54.46
To General Fund	\$54.46	
Balance as of December 31, 1994 - in Drain Fund		\$0.00

FINANCIAL REPORT

FINANCIAL REPORT OF PRICE DRAIN
Balance as of January 1, 1994 - in Drain Fund \$4,543.19
Interest 126.02
\$4,669.21
To General Fund \$72.50
Balance as of December 31, 1994 - in Drain Fund \$4,596.71

FINANCIAL REPORT OF RICHMOND - COLUMBUS DRAIN
Balance as of January 1, 1994 - in Drain Fund \$957.64
Interest 26.56
\$984.20
To General Fund \$130.00
Balance as of December 31, 1994 - in Drain Fund \$854.20

FINANCIAL REPORT OF RILEY WALES DRAIN
Balance as of January 1, 1994 - in Drain Fund \$1,494.29
Interest 41.45
\$1,535.74
To General Fund \$200.00
Balance as of December 31, 1994 - in Drain Fund \$1,335.74

FINANCIAL REPORT OF ROOT & BRANCHES DRAIN
Balance as of January 1, 1994 - in Drain Fund \$7,269.37
Interest 134.73
\$7,404.10
To Drain Cleaning Fund \$2,412.30
Balance as of December 31, 1994 - in Drain Fund \$4,991.80

FINANCIAL REPORT OF ST. CLAIR-MACOMB IC DRAIN
Balance as of January 1, 1994 - in Drain Fund \$1,153.21
Interest 31.99
\$1,185.20
To General Fund \$44.00
Balance as of December 31, 1994 - in Drain Fund \$1,141.20

FINANCIAL REPORT OF ST. MARY'S DRAIN
Balance as of January 1, 1994 - in Drain Fund \$1,698.94
Interest 47.13
\$1,746.07
To General Fund \$98.00
Balance as of December 31, 1994 - in Drain Fund \$1,648.07

FINANCIAL REPORT

FINANCIAL REPORT OF SANILAC-ST. CLAIR IC DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$8,163.86
Interest		225.59
Collection of Taxes		6,687.71
From Township		<u>25,027.22</u>
		\$40,104.38
To T & A Account	\$31.30	
Sanilac - St. Clair Drainage District	31,714.93	
Balance as of December 31, 1994 - in Drain Fund		\$8,358.15

FINANCIAL REPORT OF SCHRINER DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$0.00
Owed to Revolving Fund	\$10.59	
Owed to Construction Fund	4,413.07	
Collection of Taxes		<u>7,320.00</u>
		\$2,896.34
Orders paid by Drain Fund	\$15.00	
To General Fund	72.50	
To T & A Account	9.98	
Interest paid to Construction Fund	118.62	
Balance as of December 31, 1994 - in Drain Fund		\$2,680.24

FINANCIAL REPORT OF BRANCH #1 OF SEC.24 DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$0.00
Owed to Revolving Fund	\$142.96	
Orders paid by Revolving Fund	6,648.52	
Balance as of December 31, 1994 - in Drain Fund		\$0.00
Owes Revolving Fund	\$6,791.48	

FINANCIAL REPORT OF SECTION 27 BROCKWAY DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$620.74
Interest		<u>4.62</u>
		\$625.36
To Drain Cleaning Fund	\$454.08	
Balance as of December 31, 1994 - in Drain Fund		\$171.28

FINANCIAL REPORT OF SEIDEL DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$0.00
Collection of Taxes		<u>1,567.99</u>
		\$1,567.99
To Crain Cleaning Fund	\$1,567.99	
Balance as of December 31, 1994 - in Drain Fund		\$0.00

FINANCIAL REPORT

FINANCIAL REPORT OF SHAFER, EXT. & BR. DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$9,431.29
Interest		<u>261.62</u>
		\$9,692.91
To General Fund	\$66.00	
Balance as of December 31, 1994 - in Drain Fund		\$9,626.91

FINANCIAL REPORT OF SHIRKEY DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$275.98
Interest		<u>7.66</u>
		\$283.64
To General Fund	\$125.00	
Balance as of December 31, 1994 - in Drain Fund		\$158.64

FINANCIAL REPORT OF SLAGHT DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$0.00
C.M.P.Purchase		<u>569.58</u>
		\$569.58
Orders paid by Drain Fund	\$563.88	
Balance as of December 31, 1994 - in Drain Fund		\$5.70

FINANCIAL REPORT OF SPARLINGVILLE DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$15,395.79
Interest		<u>398.20</u>
		\$15,793.99
To Drain Cleaning Fund	\$1,040.54	
Balance as of December 31, 1994 - in Drain Fund		\$14,753.45

FINANCIAL REPORT OF SPENCER DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$134.24
Interest		<u>3.72</u>
		\$137.96
To General Fund	\$89.00	
Balance as of December 31, 1994 - in Drain Fund		\$48.96

FINANCIAL REPORT OF SPROTERRY & BRS. DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$3.80
To Drain Cleaning Fund	\$3.80	
Balance as of December 31, 1994 - in Drain Fund		\$0.00

FINANCIAL REPORT

FINANCIAL REPORT OF SULLIVAN DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$2,722.62
Interest		<u>75.52</u>
		\$2,798.14
To General Fund	\$375.00	
Balance as of December 31, 1994 - in Drain Fund		\$2,423.14

FINANCIAL REPORT OF SUMNER DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$321.67
Interest		<u>8.92</u>
		\$330.59
To General Fund	\$66.00	
Balance as of December 31, 1994 - in Drain Fund		\$264.59

FINANCIAL REPORT OF SWALE DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$1,904.64
Interest		46.18
From Township		<u>2,600.00</u>
		\$4,550.82
Orders paid by Drain Fund	\$240.00	
Orders paid by Revolving Fund	5,200.00	
Balance as of December 31, 1994 - in Drain Fund		\$1,710.82
Owes Revolving Fund	\$2,600.00	

FINANCIAL REPORT OF SWARTOUT DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$45.11
To General Fund	\$42.00	
Balance as of December 31, 1994 - in Drain Fund		\$3.11

FINANCIAL REPORT OF THODY & BRANCH #1 DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$2,965.61
To General Fund	\$127.50	
To Drain Cleaning Fund	1,560.90	
Balance as of December 31, 1994 - in Drain Fund		\$1,277.21

FINANCIAL REPORT OF THOMPSON (FT. GRATIOT) DRAIN

Balance as of January 1, 1994 - in Drain Fund		\$367.13
Interest		<u>10.18</u>
		\$377.31
To General Fund	\$56.00	
Balance as of December 31, 1994 - in Drain Fund		\$321.31

FINANCIAL REPORT

FINANCIAL REPORT OF THOMPSON (BROCKWAY) DRAIN

Balance as of January 1, 1994 - in Drain Fund	\$160.00
To Drain Cleaning Fund	\$160.00
Balance as of December 31, 1994 - in Drain Fund	\$0.00

FINANCIAL REPORT OF TODD DRAIN

Balance as of January 1, 1994 - in Drain Fund	\$0.00
Collection of Taxes	<u>603.07</u>
	\$603.07
To Drain Cleaning Fund	\$603.07
Balance as of December 31, 1994 - in Drain Fund	\$0.00

FINANCIAL REPORT OF TROTT DRAIN

Balance as of January 1, 1994 - in Drain Fund	\$788.43
Interest	<u>21.87</u>
	\$810.30
To General Fund	\$75.00
Balance as of December 31, 1994 - in Drain Fund	\$735.30

FINANCIAL REPORT OF TROY (CHINA TWP.) DRAIN

Balance as of January 1, 1994 - in Drain Fund	\$700.31
Interest	<u>3.68</u>
	\$703.99
To Drain Cleaning Fund	\$567.60
Balance as of December 31, 1994 - in Drain Fund	\$136.39

FINANCIAL REPORT OF VOLMER & EXTENSION DRAIN

Balance as of January 1, 1994 - in Drain Fund	\$3,178.63
Interest	<u>88.17</u>
	\$3,266.80
To General Fund	\$125.00
Balance as of December 31, 1994 - in Drain Fund	\$3,141.80

FINANCIAL REPORT OF WAGE FUND

Balance as of January 1, 1994 - in Drain Fund	\$22,949.93
Interest	1,703.76
Escrow Deposits	960.00
From Various Drains	11,449.42
Inspection Fees	<u>23,664.71</u>
	\$60,727.82
Orders paid by Drain Fund	\$1,450.27
Capital Improvement	2,654.25
Balance as of December 31, 1994 - in Drain Fund	\$56,623.30

FINANCIAL REPORT

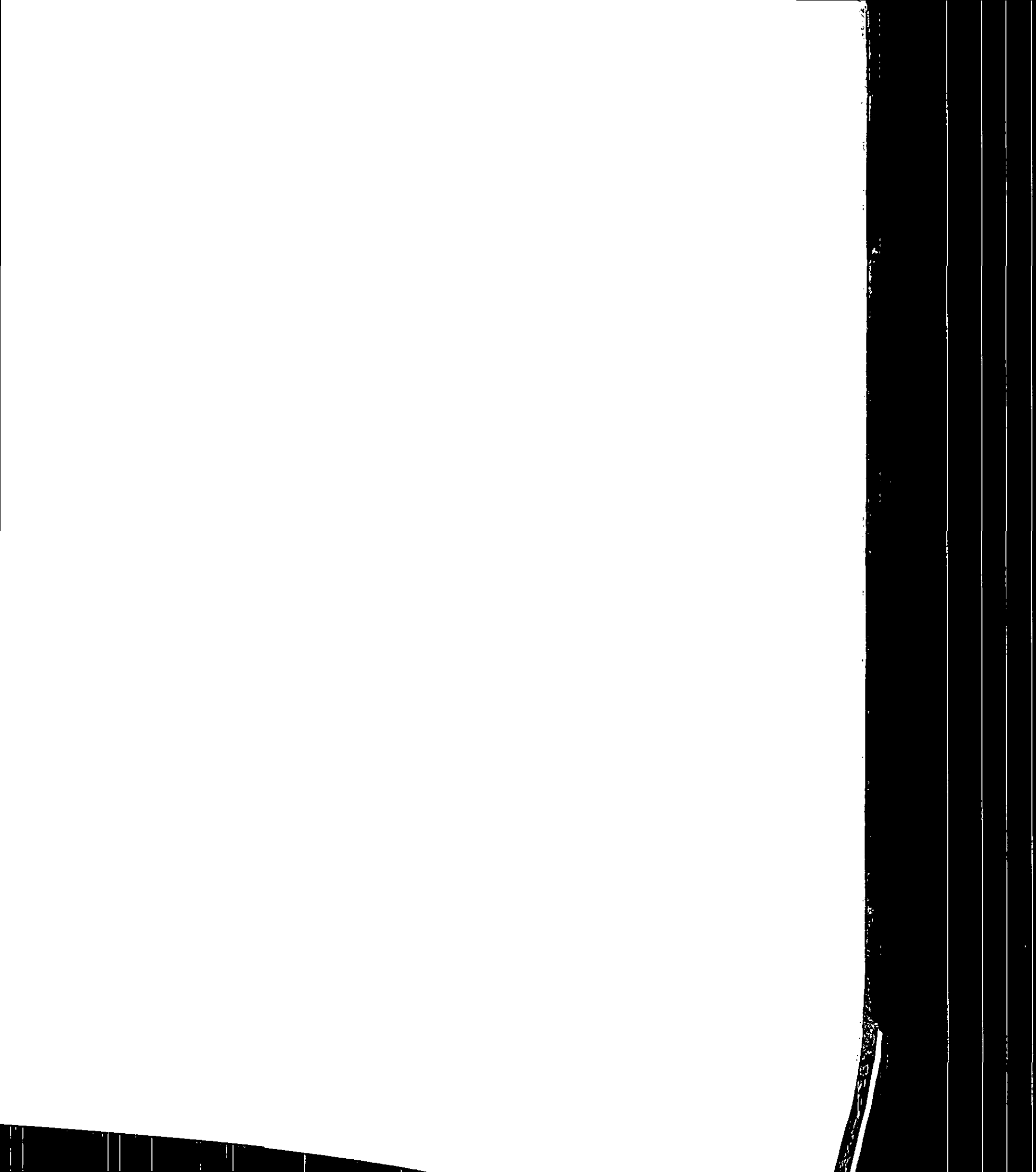
<u>FINANCIAL REPORT OF WALTERS</u>		<u>DRAIN</u>
Balance as of January 1, 1994 - in Drain Fund		\$101.83
Interest		2.82
Inspection Fee		<u>175.00</u>
		\$279.65
To Wage Fund	\$175.00	
Balance as of December 31, 1994 - in Drain Fund		\$104.65

<u>FINANCIAL REPORT OF WARNER</u>		<u>DRAIN</u>
Balance as of January 1, 1994 - in Drain Fund		\$298.59
Interest		<u>8.28</u>
		\$306.87
To General Fund	\$100.00	
Balance as of December 31, 1994 - in Drain Fund		\$206.87

<u>FINANCIAL REPORT OF WEBSTER</u>		<u>DRAIN</u>
Balance as of January 1, 1994 - in Drain Fund		\$7,737.51
Interest		<u>214.63</u>
		\$7,952.14
To General Fund	\$290.00	
Balance as of December 31, 1994 - in Drain Fund		\$7,662.14

<u>FINANCIAL REPORT OF WEINDL</u>		<u>DRAIN</u>
Balance as of January 1, 1994 - in Drain Fund		\$0.00
Owed to Construction Fund	\$838.49	
Collection of Taxes		466.66
From Township		<u>933.34</u>
		\$561.51
To T & A Account	\$14.40	
Interest paid to Construction Fund	214.52	
Balance as of December 31, 1994 - in Drain Fund		\$332.59

<u>FINANCIAL REPORT OF WHEELER ROAD</u>		<u>DRAIN</u>
Balance as of January 1, 1994 - in Drain Fund		\$0.00
C.M.P. Purchase		<u>326.40</u>
		\$326.40
Orders paid by Drain Fund	\$323.14	
Balance as of December 31, 1994 - in Drain Fund		\$3.26



FINANCIAL REPORT

<u>FINANCIAL REPORT OF WIXON</u>		<u>DRAIN</u>
Balance as of January 1, 1994 - in Drain Fund		\$0.00
Owed to Revolving Fund	\$62.87	
Collection of Taxes		3,478.57
From Township		<u>2,400.00</u>
		\$5,815.70
Orders paid by Construction Fund	\$4,800.00	
To T & A Account	20.46	
To Drain Cleaning Fund	830.11	
Interest paid to Construction Fund	156.00	
Balance as of December 31, 1994 - in Drain Fund		\$72.00
Owes Revolving Fund	\$62.87	

<u>FINANCIAL REPORT OF WONDERLIC & BRANCHES DRAIN</u>	
Balance as of January 1, 1994 - in Drain Fund	\$244.75
Interest	<u>6.79</u>
	\$251.54
To General Fund	\$44.00
Balance as of December 31, 1994 - in Drain Fund	\$207.54

THE DRAIN ACCOUNTS EARNED \$11,210.00

LAST YEAR IN INTEREST FROM INVESTMENTS

THE FOLLOWING BALANCES ARE IN THE ACTIVE DRAIN FUND. MOST OF THESE DRAINS WERE CREDITED WITH INTEREST EARNED FROM C.D.'S INVESTED IN LOCAL BANKS OVER THE PAST 12 MONTH.

Anderson	1,303.75	Kaufman	1,612.38
Alpine Extension	3,473.79	Kriesch	21.05
Baldwin	139.53	Liverance & Branch #1	52.12
Bandlow Creek	.03	Livergood & Ext.	9.24
Barnes	5.38	London	81.29
Beaubien Creek Br. #1	848.39	Lynn County & Brs.	2,065.76
Beaver Dam	82.98	Lynn Mussey State	4,310.28
Belle River	23,535.52	Lynn Number 7	560.62
Berville Storm Sewer	1,826.55	Marine City Br. #1	906.97
Blackney & Brs.	14.60	Meharg	6.33
Boehmer	26.85	Meno	140.58
Brandymore	4,463.33	Mitchell-Gratiot	1,010.87
Brennan	533.54	Moore	.58
Burdie	7.62	McKinley	977.60
Carrigan Br. #2 & Br. A	947.58	Neuman Road	33.85
Cavanaugh	21.23	North Branch of Baird	483.65
Clinton River Spillway	450.05	Number 11 C	266.66
Collins & Branches	175.69	Number 12-14	3.59
Columbus-St. Clair N. Br.	13.56	Ohmer	61.00
Conniff	8.68	Olds	9.79
Cox Creek	1.98	Parker Clay	233.29
Cox Doty Ext. of Br. #2	269.52	Pearl Beach	12,304.06
Crocker	20.72	Peters	4.38
Crowley	12.85	Pohly	407.30
Cuttle	502.04	Potter	18.27
Dingman	30.00	Powell & South Branch	273.67
Doe Creek Branch #2	868.26	Riedel & Branch #1	6,780.12
Doyle	261.99	River Ridge Br. Jordon	2,223.00
Dunsmore	2.88	River Ridge Br. of Meno	346.35
Elks Creek Ext. 1 & 2	845.90	Robbins	15,995.59
Endress	2,595.24	Robertson	2,697.53
Engles	82.71	Scheffler & Branches	782.11
Eschenburg	11.67	Schmidt	.25
Flansburg & Ext.	119.89	Shanahan	898.40
Foley Branch #1	1,507.70	Sheldon	264.06
Gladys	22,024.03	Short Cut	4.07
Glyshaw	60.03	Simpson	156.75
Graham, Troy & Brs.	43.67	Smiths Creek	1,172.59
Grandchamp	924.90	Swale Extension	4,896.39
Grindley	37.74	Sykes	1,433.82
Hall	317.82	Teets	3.36
Harrow & Drouillard	13.23	Wait	1,450.27
Hayes	45.09	Weese	321.43
Hextall	155.29	West Marsh & E. Branch of Bovia Creek	151.04
Hillock & Welch	.02	Westrick	20.06
Howe, Brandymore Br.#1	362.09	Willoughby-Toman	4,513.91
Hurst	4,583.13	Yankee	830.72
Inches	341.83		
Jackson	192.74		
James	10.25		
Jones, Kimball, Berk, Wilson	45.38		

RESOLUTION 95-8

ADOPTING AND APPROVING THE EXECUTION OF THE CONSTRUCTION
CONTRACT FOR THE ST. CLAIR COUNTY INTERNATIONAL AIRPORT

WHEREAS, the St. Clair County International Airport has received funding from the Federal Aviation Administration and the Michigan Aeronautics Commission for Runway 4 Approach Clearing; and

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


WHEREAS, it has been verified by the Michigan Bureau of Aeronautics that Manigg Enterprises, Inc. of Alpena, Michigan, is the low bidder; and

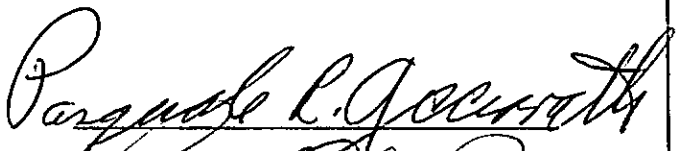


WHEREAS, the construction contract prepared by the Michigan Aeronautics Commission between the County of St. Clair and Manigg Enterprises, Inc. has been recommended for approval for the above named project by a resolution adopted by the Airport Commission on March 7, 1995.

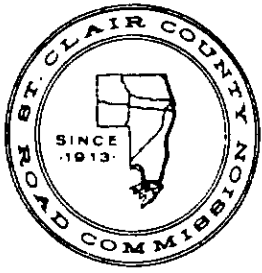
NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners grants approval and authorizes the Chairperson to execute aforementioned construction contract.

DATED: March 8, 1995

Reviewed and Approved by:


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



ROAD COMMISSION

AIRPORT

PUBLIC WORKS

COUNTY OF ST. CLAIR

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

MEMORANDUM

TO: Don Dodge, County Administrator
FROM: John D. Perry, Managing Director
DATE: February 23, 1995
SUBJECT: Construction Contract - Approach Clearing

The County of St. Clair has received funding from the Federal Aviation Administration and the Michigan Bureau of Aeronautics for Runway 4 Approach Clearing. Bids were received on the project through the Michigan Department of Transportation on February 3, 1995. (See bid tabulation attached)

The Michigan Bureau of Aeronautics has verified that Manigg Enterprises, Inc. of Alpena, Michigan was the low bidder. They have forwarded the construction contract to us for execution. Our next board meeting is scheduled for March 7th. We will be acting on the resolution recommending approval by the County Board of Commissioners since the County is the sponsor.

Due to the timing of our two meetings, we will provide a certified copy of our resolution early the morning of March 8th so you will have it for your meeting. A copy of the resolution that our board will be approving is enclosed for your information. A sample resolution for the County Board of Commissioners to act on is also enclosed.

Please place this item on your agenda for your next board meeting. If you have any questions, please contact me.

sb
Encl.

cc: Keith Zick w/encl.

BID TABULATION AND RECOMMENDATION FOR CONTRACT AWARD
Bureau of Aeronautics-Airport Development Division

St. Clair County International Airport
Port Huron, Michigan

Project No. C-26-0080-0494
Contract No. **FM 77-3-C50**
Account No. 114-59-5594

Federal Item No. AL 616
Job No. 37750 A

Description: Runway 4 Approach Clearing.

Consultant: Whitworth-Borta, Inc., 2605 East Airport Service Drive, Capital City Airport, Lansing, Michigan 48906. (517) 321-8334

Bids Opened: Item No. 9502 015 -- On Friday, February 3, 1995, at 10:30 a.m., E.S.T., at the Holiday Inn South/Convention Center, 6820 South Cedar Street, Lansing, Michigan.

Project Costs: A breakdown of project costs and distribution of funds is contained in the attached Project Statement, dated February 9, 1995.

Engineer's Estimate-15% DBE (\$ 211,350.00)

Bids Received: (Low Bid 38.87% under Engineer's Estimate)

MANIGG ENTERPRISES, ALPENA	\$129,200.00
SITWORKS CONSTRUCTION CO., MONROE	\$188,025.00
BODDY CONSTRUCTION, MARYSVILLE	\$189,176.00
RAYMOND EXCAVATING CO., MARYSVILLE	\$203,930.00
HARRY FOX, INC., ROSEVILLE	\$214,945.00
DEANGELIS LANDSCAPE, INC., WOODHAVEN	\$339,345.00

Bids Opened By:)
Bids Recorded By:) Michigan Department of Transportation
Bids Read By:)

REMARKS: See attached Tabulation of Bids. The bids have been reviewed for bid improprieties according to the criteria in FAA's Order 5100.38. Notification of the Office of Inspector General will not be required.

Recommendation for Approval

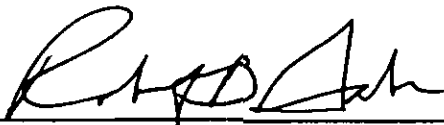
1. As agent for St. Clair County, the Bureau of Aeronautics recommends the award of Contract No. FM 77-3-C50 as follows:

Manigg Enterprises, Inc.
1010 US-23 Hwy North
Alpena, Michigan 49707
(517) 356-3448
FAX: 517 356-3628
Amount: \$ 129,200.00

2. Award of this contract shall not be effective until the awardee is notified in writing.

Recommended for Approval

Date: February 17, 1995



for _____
Oliver R. House, Administrator
Airport Development Division
BUREAU OF AERONAUTIC

Acct. 114-59-5594
Item No AL616

ST CLAIR COUNTY INTERNATIONAL AIRPORT
Port Huron - Michigan
Project No. B-26-0080-0494
Project Statement

2/9/95
8:00AM

	Federal	State	Local	Total
Act No. 19 PA 93	237,600.00	13,200.00	13,200.00	264,000.00
Federal Grant	237,600.00			237,600.00
State		12,700.00		12,700.00
Local REQ			13,200.00	13,200.00
AERO		500.00		500.00
Total Project Funds	237,600.00	13,200.00	13,200.00	264,000.00

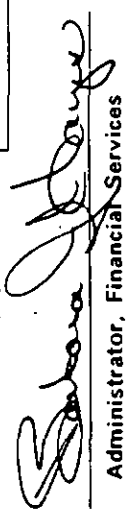
Project Cost Distribution

CONSTRUCTION	116,280.00	6,460.00	6,460.00	129,200.00
C50 RWY 4 Appr Clear A.B.	116,280.00	6,460.00	6,460.00	129,200.00
ENGINEERING	34,070.36	1,892.80	1,892.80	37,855.96
AERO - P&D EST.	2,700.00	150.00	150.00	3,000.00
Consult-Design	8,938.13	496.56	496.56	9,931.26
Total Basic Engr	11,638.13	646.56	646.56	12,931.26
AERO - Supr. EST.	2,700.00	150.00	150.00	3,000.00
Consult-S&I	19,732.23	1,096.24	1,096.24	21,924.70
Total Proj. Inspection	22,432.23	1,246.24	1,246.24	24,924.70
ADMINISTRATION	4,500.00	250.00	250.00	5,000.00
AERO Pers. Services	3,600.00	200.00	200.00	4,000.00
Advertising	900.00	50.00	50.00	1,000.00
Contingencies	82,749.64	4,597.20	4,597.20	91,944.04
Total Project Cost	237,600.00	13,200.00	13,200.00	264,000.00

TABULATION OF BIDS

RECEIVED AT LANSING ON FEBRUARY 3 1995 AT 10:30 A.M.
 WORK TYPE & LOCATION FEDERAL PROJECT NO. CONTROL SECTION JOB NO.
 RUNWAY 4 APPROACH CLEARING AT THE C-26-0080-0494 FM 77-350 37750A
 ST CLAIR COUNTY INTERNATIONAL AIRPORT;
 PORT HURON: ST CLAIR COUNTY.
 15% DBE 0% WBE

I hereby certify that this is a true and correct copy of the bids received, read, and tabulated for this project.


 Administrator, Financial Services

WORK ITEM DESCRIPTION		CODE	QUANTITY	MARYSVILLE MI 3089	MARYSVILLE MI 0610	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
O1 CLEARING AND GRUBBING		1510416	.57.00 ACRE	2000.0000	2530.0000	114,000.00		144,210.00		214,925.00
TURFING AND MULCHING, AS SPECIFIED		8007500	57.00 ACRE	968.0000	960.0000	55,176.00		54,720.00		
MOBILIZATION AND GENERAL CONDITIONS		1000400	1.00 LSUM	10000.0000	4000.0000	10,000.00		4,000.00		
SAFETY AND SECURITY		1000410	1.00 LSUM	10000.0000	1000.0000	10,000.00		1,000.00		339,345.00
PART 01 SUBTOTAL						189,176.00		203,930.00		
TOTAL						189,176.00		203,930.00		

BODDY CONSTRUCTION COMP
 NY, INC.
 NY

HARRY FOX, INC.
 214,925.00
 DEANGELIS LANDSCAPE, IN
 339,345.00

RESOLUTION NO. 95-06

AIRPORT COMMISSION
OF THE COUNTY OF ST. CLAIR

RECOMMENDING APPROVAL AND EXECUTION OF CONSTRUCTION
CONTRACT FOR RUNWAY 4 APPROACH CLEARING

WHEREAS, the St. Clair County International Airport has received funding from the Federal Aviation Administration and the Michigan Aeronautics Commission for Runway 4 Approach clearing; and

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

WHEREAS, it has been verified by the Michigan Bureau of Aeronautics that Manigg Enterprises, Inc. of Alpena, Michigan was the low bidder.

NOW, THEREFORE, BE IT RESOLVED, That the St. Clair County Airport Commission hereby recommends approval and execution by the St. Clair County Board of Commissioners of the aforementioned construction contract.

AYES:

NAYS:

(4/93)

MICHIGAN DEPARTMENT OF TRANSPORTATION

In accordance with Act 327 of 1945

MICHIGAN AERONAUTICS COMMISSION

AIRPORT PROGRAM

CONTRACT

9502-015

FM 77-3-C50 - 37750 A

Federal Project No. - C-26-0080-0494

Federal Item No. - AL 616

Runway 4 approach clearing at St. Clair County International
Airport, St. Clair County.

This AGREEMENT, made this _____ day of _____
A.D. 19 _____, by and between the ST. CLAIR COUNTY party of first part, and
MANIGG ENTERPRISES, INC. A MICHIGAN CORPORATION
1010 US-23 HIGHWAY NORTH, of ALPENA, MI 49707 party of the second part.

WITNESSETH, That the party of the second part, for and in consideration of the payment or payments hereinafter specified, hereby agrees to furnish all necessary machinery, tools, apparatus and other means of construction, do all the work, furnish all the materials except as herein otherwise specified, and to complete, in strict accordance with the plans, specifications and proposal therefor, and to the satisfaction of the said party of the first part, the work described herein, it being understood and agreed that said plans, specifications and proposal and all addenda thereto (1,A) are to be considered as a part hereof.

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

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

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

The entire contract shall be completed in/by SIXTY THREE (63) CALENDAR DAYS.

Liquidated damages will be assessed at the rate of \$ 350.00 per calendar day for failure to complete the contract within the specified time limits.

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

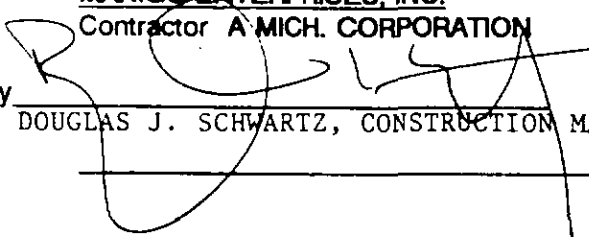
IN WITNESS WHEREOF, The parties hereto have set their hands the day and year first above written.

ST. CLAIR COUNTY

By _____

MANIGG ENTERPRISES, INC.

Contractor A MICH. CORPORATION

By  _____
DOUGLAS J. SCHWARTZ, CONSTRUCTION MANAGER

ITEM NO. 9502 015

This Contract shall not be valid, effective or binding until fully executed by both the Contractor and the Sponsor.

NOTICE TO BIDDERS

LETTING OF FEBRUARY 3, 1995

ADDENDUM #1

This Addendum changes the terms of the Bid Proposal. By submitting a bid you accept all changes included in this Addendum.

The following paragraphs and the attached pages will instruct you as to the changes made and how to make them.

CHANGES TO BID ITEM PRICES

When you are instructed to ADD, DELETE, OR MAKE CHANGES to a BID ITEM PAGE OR PAGES, these additions, deletions, or changes MUST be made on the bid item pages you submit with your bidding proposal, whether handwritten or computer generated.

CHANGES TO OTHER PAGES

When you are instructed to DELETE something which is NOT on a Bid Item Page, you may line through the text diagonally and/or print or write the word "DELETED" on the text being deleted. Physically removing the page(s) is not necessary.

When you are instructed to ADD A NON-BID ITEM PAGE(S), OR PORTIONS THEREOF, you MUST CONSIDER it/them in developing your bid, but the physical insertion of the new page(s) into the proposal is not necessary.

FAILURE TO CARRY OUT THE INSTRUCTIONS IN THIS ADDENDUM MAY RESULT IN THE REJECTION OF YOUR BID.

THIS ADDENDUM IS FOR THE FOLLOWING LISTED PROJECT:

<u>ITEM</u>	<u>PROJECT</u>	<u>JOB NO.</u>	<u>FED NO.</u>	<u>FED. ITEM</u>
9502 015	FM 77-3-C50	37750 A	C-26-0080-0494	AL 616

Prospective bidders on the above project are hereby advised of the following changes:

REVISION

The construction start date of "on or about May 15, 1995", as shown on Sheet 3 of 5 of the construction plans and Page 21 of the proposal is revised to:

Construction shall start on or about May 15, 1995 or as site conditions permit, but not later than August 15, 1995.

Patrick M. Nowak, Director
MICHIGAN DEPARTMENT OF TRANSPORTATION

Lansing, Michigan
January 27, 1995

PROPOSAL JOB CONTROL SECTION FEDERAL PROJECT
9502015 37750A 77-350 C-26-0080-0494

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

DESCRIPTION	ITEM CODE	QUANTITY	UNIT PRICE
PART 01			
CLEARING AND GRUBBING	1510416	57.00 ACRE	1250.0000
TURFING AND MULCHING, AS SPECIFIED	8007500	57.00 ACRE	850.0000
MOBILIZATION AND GENERAL CONDITIONS	1000400	1.00 LSUM	9000.0000
SAFETY AND SECURITY	1000410	1.00 LSUM	500.0000

NOTICE TO BIDDERS
 LETTING OF FEBRUARY 3, 1995

ADDENDUM "A"

Item No.	9502 001	PROJECT	STU 82400-36185 A	FED NO.	STP 1993(001)
"	9502 002	"	EDDF 64555-35399 A	"	MSTP 9564(001)
"	9502 003	"	STUL 73404-38120 A	"	STP 9573(005)
"	9502 004	"	STU 63081-38167 A	"	STP 9563(005)
"	9502 005	"	EDDF 37555-35564 A	"	DSTP 9537(003)
"	9502 007	"	ANH 63459-36384 A	"	NH 9563(006)
"	"	"	NHX 63459-38116 A		
"	"	"	NHX 63459-38117 A		
"	9502 008	"	BRT 03008-37939 A	"	BRT 9503(001)
"	9502 009	"	BRO 34006-37945 A	"	BRO 9534(001)
"	9502 010	"	AIM 81062-25076 A	"	IM 9581(006)
"	"	"	STU 81406-36283 A	"	STP 9581(010)
"	9502 012	"	NH 70012-36253 A	"	NH 9570(003)
"	"	"	CM 70414-37984 A	"	CM 9503(004)
"	9502 013	"	IM 70024-32486 A	"	IM 9570(001)
"	9502 014	"	NHI 81063-21766 A	"	NH 9581(001)
"	"	"	NHI 81063-21767 A	"	NH 9581(002)
"	9502 015	"	FM 77-3-C50-37750 A	"	C-26-0080-0494
"	9502 016	"	FM 33-1-C18-36317 A	"	B-26-0106-0395
"	9502 017	"	FM 33-1-C17-36316 A	"	B-26-0106-0395
"	9502 018	"	FM 38-1-C62-36920 A	"	C-26-0051-0194
"	9502 019	"	EDDF 05555-37569 A	"	DSTP 9505(001)
"	9502 021	"	NH 50031-33812 A	"	NH 9550(003)
"	9502 022	"	DST 14062-29744 A	"	DSTP 9514(004)

Prospective bidders on the above noted projects are hereby advised that the attached General Decision, dated 01/13/95 shall replace General Wage Decision dated 12/23/94 in the proposals.

Patrick M. Nowak, Director
 Michigan Department of Transportation

01/23/95
 Lansing, Michigan

General Decision Number MI940007

Superseded General Decision No. MI930007

State: Michigan

Construction Type:
AIRPORT, BRDGE & SWR
HIGHWAY

County(ies):
STATEWIDE

AIRPORT, BRIDGE, SEWER AND WATER LINE CONSTRUCTION PROJECTS (does not include buildings); HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	02/11/1994
1	03/04/1994
2	03/11/1994
3	03/18/1994
4	04/22/1994
5	05/13/1994
6	08/19/1994
7	09/09/1994
8	10/14/1994
9	12/23/1994
10	01/13/1995

COUNTY(ies):
STATEWIDE

CARP0001M 06/01/1993

	Rates	Fringes
DIVERS:		
Diver	28.16	9.31
Diver tender	20.63	9.31

CARP0004F 06/01/1994

	Rates	Fringes
LIVINGSTON COUNTY (Townships of Brighton, Deerfield, Genoa, Hartland, Osceola and Tyrone); MACOMB, MONROE, OAKLAND, SANILAC, ST. CLAIR AND WAYNE COUNTIES:		

CARPENTER; PILEDRIVER	21.56	23% + 2.73
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REMAINDER OF STATE:

CARPENTER; PILEDRIVER	19.01	4.85
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ELEC0017E 06/01/1994

	Rates	Fringes
HURON COUNTY; INGHAM COUNTY (Townships of Leroy, Locke, Wheatfield, White Oak and Williamson); LAPEER COUNTY; LENAWE COUNTY (Townships of Clinton and Macon); LIVINGSTON COUNTY (Townships of Brighton, Conway, Genoa, Green Oak, Hamburg, Handy, Hartland, Howell, Iosco, Marion, Oceaola and Putnam); MACOMB COUNTY; MONROE COUNTY (Townships of Ash, Berlin, Dundee, Exeter, Frenchtown, Ida, London, Milan, Monroe, Raisinville and Summerfield); OAKLAND, ST. CLAIR, SANILAC AND TUSCOLA COUNTIES; WASHTENAW COUNTY (Townships of Ann Arbor, Augusta, Bridgewater, Dexter, Freedom, Lima, Lodi, Northfield, Pittsfield, Salem Saline, Scio, Superior, Webster, York and Ypsilanti); AND WAYNE COUNTY:		

LINE CONSTRUCTION:

Line technician	25.73	3.25% +2.80
Cable splicer	26.78	3.25% +2.80
Combination equipment operator and ground person	20.02	3.25% +2.80
Combination driver ground person	18.90	3.25% +2.80
Ground person	17.42	3.25% +2.80

ELEC0692G 06/01/1992

Rates	Fringes
-------	---------

ELECTRICIAN	20.29	15.25%+1.90
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ELEC0876A 06/01/1994

	Rates	Fringes
REMAINDER OF STATE:		
LINE CONSTRUCTION:		
Line technician	21.40	3.5%+1.75
Cable splicer	22.28	3.5%+1.75
Operator/Ground person: Digger, tractor and setting rig with tracks or rough terrain vehicle, large bombardier, backhoe over 60 hp, hydraulic crane 10 ton or over	16.66	3.5%+1.75
Light equipment operator/ground person (D-4 equivalent or smaller, backhoe 60 hp or under); Operator - truck driver/Ground person (Winch, A-frame, diggers when used for distribution line truck and used for distribution work); Distribution truck driver, 5th wheel type trucks, bucket trucks, ladder trucks and all live boom type trucks	14.63	3.5%+1.75
Truck driver/Ground person (Trucks with winch or boom or dump, other than distribution work)	13.94	3.5%+1.75
Truck driver/Ground person (one ton or under)	11.94	3.5%+1.75
Ground person	11.81	3.5%+1.75

FOOTNOTE:

Seven paid holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day; provided the employee works the scheduled work day preceding and following the day observed.

ENGI0324C 06/01/1994

	Rates	Fringes
ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LENAWEE, LIVINGSTON, MACOMB, MIDLAND, MONROE, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, SANILAC, SHIAWASSEE, ST. CLAIR, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:		

POWER EQUIPMENT OPERATORS

STEEL ERECTION:

GROUP 1	23.33	13% + 7.42
GROUP 2	24.21	13% + 7.42
GROUP 3	23.09	13% + 7.42
GROUP 4	23.97	13% + 7.42
GROUP 5	22.69	13% + 7.42
GROUP 6	23.58	13% + 7.42
GROUP 7	22.04	13% + 7.42
GROUP 8	22.93	13% + 7.42
GROUP 9	21.73	13% + 7.42
GROUP 10	22.61	13% + 7.42
GROUP 11	21.16	13% + 7.42
GROUP 12	16.19	13% + 7.42
GROUP 13	15.12	13% + 7.22

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane operator when operating combination of boom and jib 220' or longer

GROUP 2: Crane operator when operating combination of boom and jib 220' or longer on a crane that requires an oiler

GROUP 3: Crane operator when operating combination of boom and jib 140' or longer

GROUP 4: Crane operator when operating combination of boom and jib 140' or longer on a crane that requires an oiler

GROUP 5: Tower crane and derrick operator (where operator's work station is 50 ft. or more above first sub-level)

GROUP 6: Tower crane and derrick operator (where operator's work station is 50 ft. or more above first sub-level) on a crane that requires an oiler

GROUP 7: Crane operator when operating combination of boom and jib 120' or longer

GROUP 8: Crane operator when operating combination of boom and jib 120' or longer on a crane that requires an oiler

GROUP 9: Crane operator

GROUP 10: Crane operator on a crane that requires an oiler

GROUP 11: Hoisting operator

GROUP 12: Compressor and/or welder operator

GROUP 13: Oiler or fire tender

ENGI0324D 05/01/1994

Rates Fringes

ANTRIM, CHARLEVOIX, EATON, EMMET, GRAND TRAVERSE, KALKASKA,
LEELANAU AND MISSAUKEE COUNTIES:

POWER EQUIPMENT OPERATORS:

STEEL ERECTION:

GROUP 1	18.79	13% + 7.40
GROUP 2	18.57	13% + 7.40
GROUP 3	18.14	13% + 7.40
GROUP 4	15.75	13% + 7.40
GROUP 5	14.49	13% + 7.40
GROUP 6	12.78	13% + 7.20

ALLEGAN, BARRY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS,
HILLSDALE, IONIA, KALAMAZOO, KENT, LAKE, MANISTEE, MASON,
MECOSTA, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA,
ST. JOSEPH, VAN BUREN AND WEXFORD COUNTIES:

POWER EQUIPMENT OPERATORS:

STEEL ERECTION:

GROUP 1	18.79	13% + 7.40
GROUP 2	18.57	13% + 7.40
GROUP 3	18.14	13% + 7.40
GROUP 4	15.75	13% + 7.40
GROUP 5	14.49	13% + 7.40
GROUP 6	13.22	13% + 7.20

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

- GROUP 1: Crane operator, with main boom & jib 220' or longer
- GROUP 2: Crane operator, with main boom & jib 140' or longer;
Tower crane; Gantry crane; Whirley derrick
- GROUP 3: Regular equipment operator; Crane; Dozer; Loader;
Hoist; Straddle wagon; Job mechanic
- GROUP 4: Air tugger (single drum); Material hoist; Pump 6" or
over
- GROUP 5: Air compressor; Generator; Conveyor
- GROUP 6: Oiler and fire tender

ENGI0324E 09/01/1993

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
UNDERGROUND (INCLUDES SEWER):		

BAY, GENESEE, HURON, INGHAM, JACKSON, LAPEER, LENAWEE,
 LIVINGSTON, MACOMB, MIDLAND, MONROE, OAKLAND, SAGINAW, SANILAC,
 SHIAWASSEE, ST. CLAIR, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:

General contracts over

\$400,000:

GROUP 1	18.92	13% + 7.17
GROUP 2	17.12	13% + 7.17
GROUP 3	16.48	13% + 7.17
GROUP 4	15.97	13% + 7.17

General contracts \$400,000

or less:

GROUP 1	18.04	13% + 7.17
GROUP 2	16.24	13% + 7.17
GROUP 3	15.59	13% + 7.17
GROUP 4	15.09	13% + 7.17

REMAINDER OF LOWER PENINSULA:

General contracts over

\$400,000:

GROUP 1	17.41	13% + 7.17
GROUP 2	15.47	13% + 7.17
GROUP 3	15.03	13% + 7.17
GROUP 4	14.78	13% + 7.17

General contracts \$400,000

or less:

GROUP 1	16.08	13% + 7.17
GROUP 2	14.14	13% + 7.17
GROUP 3	13.70	13% + 7.17
GROUP 4	13.45	13% + 7.17

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backfiller tamper; Backhoe; Batch plant operator (concrete); Clamshell; Concrete paver (2 or more drums or larger); Conveyor loader (Euclid type); Crane (crawler, truck type or pile driving); Dozer; Dragline; Elevating grader; Endloader; Gradall (and similar type machine); Grader; Mechanic; Power shovel; Roller (asphalt); Scraper (self-propelled or tractor drawn); Side boom tractor (type D-4 or equivalent and larger); Slip form paver; Slope paver; Trencher (over 8 ft. digging capacity); Well drilling rig

GROUP 2: Boom truck (power swing type boom); Crusher; Hoist; Pump (1 or more - 6-in. discharge or larger - gas or diesel-powered or powered by generator of 300 amperes or more - inclusive of generator); Side boom tractor (smaller than type D-4 or equivalent); Sweeper (Wayne type and similar equipment);

Tractor (pneu-tired, other than backhoe or front end loader);
 Trencher (8-ft. digging capacity and smaller)

GROUP 3: Air compressors (600 cfm or larger); Air compressors (2 or more - less than 600 cfm); Boom truck (non-swinging, non-powered type boom); Concrete breaker (self-propelled or truck mounted - includes compressor); Concrete paver (1 drum - 1/2 yd. or larger); Elevator (other than passenger); Maintenance person; Pump (2 or more - 4-in. up to 6-in. discharge - gas or diesel powered - excluding submersible pumps); Pumpcrete machine (and similar equipment); Wagon drill (multiple); Welding machine or generator (2 or more - 300 amp. or larger - gas or diesel powered)

GROUP 4: Boiler; Concrete saw (40 hp or over); Curing machine (self-propelled); Farm tractor (with attachment); Finishing machine (concrete); Fire tender; Hydraulic pipe pushing machine; Mulching equipment; Oiler; Pumps (2 or more up to 4-in. discharge, if used 3 hours or more a day, or diesel powered - excluding submersible pumps); Roller (other than asphalt); Stump remover; Trencher (service); Vibrating compaction equipment, self-propelled (6 ft. wide or over)

ENGI0324F 06/01/1994

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
AIRPORT, BRIDGE & HIGHWAY CONSTRUCTION:		
GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES:		
GROUP 1	17.85	13% + 7.42
GROUP 2	15.59	13% + 7.42
GROUP 3	15.15	13% + 7.42
GROUP 4	15.02	13% + 7.42

REMAINDER OF STATE:

GROUP 1	17.85	13% + 7.42
GROUP 2	15.48	13% + 7.42
GROUP 3	15.04	13% + 7.42
GROUP 4	14.79	13% + 7.42

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt plant operator; Crane operator; Dragline operator; Shovel operator; Locomotive operator; Paver operator (5 bags or more); Elevating grader operator; Pile driving operator; Roller operator (asphalt); Blade grader operator; Trenching machine operator (ladder or wheel type); Auto-grader; Slip form paver; Self-propelled or tractor-drawn scraper; Conveyor loader operator (Euclid type); Endloader operator (1 yd. capacity and

over); Bulldozer; Hoisting engineer; Tractor operator; Finishing machine operator (asphalt); Mechanic; Pump operator (6-in. discharge or over, gas, diesel powered or generator of 300 amp. or larger); Shouldering or gravel distributing machine operator (self-propelled); Backhoe (with over 3/8 yd. bucket); Side boom tractor (type D-4 or equivalent or larger); Tube finisher (slip form paving); Gradall (and similar type machine); Asphalt paver (self-propelled); Asphalt planer (self-propelled); Batch plant (concrete-central mix); Slurry machine (asphalt); Concrete pump (3 in. and over); Roto-mill; Swinging boom truck (over 12 ton capacity)

GROUP 2: Screening plant operator; Washing plant operator; Crusher operator; Backhoe (with 3/8 yd. bucket or less); Side boom tractor (smaller than D-4 type or equivalent); Sweeper (Wayne type and similar equipment); Batch plant (concrete dry batch); Vacuum truck operator

GROUP 3: Air compressor operator (600 cu. ft. per min or more); Air compressor operator (two or more, less than 600 cfm); Wagon drill operator; Concrete breaker; Tractor operator (farm type with attachment)

GROUP 4: Boiler fire tender; Oiler; Fire tender; Trencher (service); Flexplane operator; Cleftplane operator; Grader operator (self-propelled fine-grade or form (concrete)); Finishing machine operator (concrete); Boom or winch hoist truck operator; Endloader operator (under 1 yd. capacity); Roller operator (other than asphalt); Curing equipment operator (self-propelled); Concrete saw operator (40 h.p. or over); Power bin operator; Plant drier operator (asphalt); Vibratory compaction equipment operator (6 ft. wide or over); Guard post driver operator (power driven); All mulching equipment; Stump remover; Concrete pump (under 3-in.); Mesh installer (self-propelled); Tractor operator (farm type)

ENGI0324G 05/01/1994

	Rates	Fringes
ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:		

POWER EQUIPMENT OPERATORS:

STEEL ERECTION:

Crane operator, main boom & jib 220' or longer	18.31	13% + 7.00
Crane operator, main boom & jib 140' or longer	18.09	13% + 7.00
Crane operator, main boom & jib 120' or longer	17.87	13% + 7.00
Mechanic with truck and tools	18.76	13% + 7.00

Regular operator	17.43	13% + 7.00
Compressor - welder	14.91	13% + 7.00
Oiler and fire tender	13.89	13% + 6.85

ENGI0324H 10/01/1994

	Rates	Fringes
SEWER RELINING:		
POWER EQUIPMENT OPERATORS:		
GROUP 1	15.90	9% + 4.81
GROUP 2	14.65	9% + 4.81

SEWER RELINING CLASSIFICATIONS

GROUP 1: Operation of audio-visual closed circuit TV system, including remote in-ground cutter and other equipment used in connection with the CCTV system

GROUP 2: Operation of hot water heaters and circulation systems, water jetters and vacuum and mechanical debris removal systems

IRON0008H 05/01/1994

	Rates	Fringes
ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:		

IRONWORKERS:

General contracts \$7,000,000 or greater	18.79	8.66
General contracts less than \$7,000,000	17.18	8.66

IRON0025B 06/01/1994

	Rates	Fringes
ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LIVINGSTON, MACOMB, MIDLAND, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, SANILAC, SHIAWASSEE, ST. CLAIR, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:		

IRONWORKERS:

Ornamental, structural, precast erector	18.7694	14.1193
Sheeter	19.0195	14.2841

Bucker up	18.8895	14.1962
Fence erector	13.49	8.51
Siding & decking	15.3809	11.4112
Rigger	18.67	12.08
Reinforcing	17.20	13.51
Wire mesh	13.75	12.06

IRON0025G 11/01/1994

GENESEE, MACOMB AND OAKLAND COUNTIES; WASHTENAW COUNTY (east of US #23); AND WAYNE COUNTY:

	Rates	Fringes
IRONWORKERS - PRE-ENGINEERED METAL BUILDING ERECTOR	14.83	7.78

LAPEER AND ST. CLAIR COUNTIES:

IRONWORKERS - PRE-ENGINEERED METAL BUILDING ERECTOR	14.83	7.29
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ARENAC, BAY, CLINTON, GRATIOT, INGHAM, JACKSON, LIVINGSTON, SAGINAW AND SHIAWASSEE COUNTIES; AND WASHTENAW COUNTY (west of US #23):

IRONWORKERS - PRE-ENGINEERED METAL BUILDING ERECTOR	14.11	6.78
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ALCONA, ALLEGAN, ALPENA, BARRY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EATON, EMMET, GLADWIN, GRAND TRAVERSE, HILLSDALE, HURON, IONIA, IOSCO, ISABELLA, KALAMAZOO, KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SANILAC, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES:

IRONWORKERS - PRE-ENGINEERED METAL BUILDING ERECTOR	11.48	5.48
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IRON0055S 07/01/1994

LENAAWEE AND MONROE COUNTIES:

Rates	Fringes
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IRONWORKERS:

Flat road mesh	13.00	8.28
Pre-engineered metal buildings	15.51	8.28
Fences and guardrails	14.76	8.18
Tunnels and caissons under pressure	21.13	8.28
Furnaces, kilns, temp units over 125 degrees F.	21.63	8.28
All other work	20.23	8.28

IRON0292C 06/01/1994

	Rates	Fringes
BERRIEN AND CASS COUNTIES:		
IRONWORKER	16.05	7.73
WIRE MESH	12.00	7.73

IRON0340A 06/01/1994

	Rates	Fringes
ALLEGAN, ANTRIM, BARRY, BENZIE, BRANCH, CALHOUN, CHARLEVOIX, EATON, EMMET, GRAND TRAVERSE, HILLSDALE, IONIA, KALAMAZOO, KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA, MISSAUKEE, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA, ST. JOSEPH, VAN BUREN AND WEXFORD COUNTIES:		

IRONWORKERS, REINFORCING AND STRUCTURAL

16.18 6.81

LABO0005H 12/01/1993

	Rates	Fringes
LABORERS:		
HAZARDOUS WASTE ABATEMENT:		

MACOMB, OAKLAND AND WAYNE COUNTIES:

Level D	14.63	7.21
Levels A, B or C	15.63	7.21

LIVINGSTON COUNTY (east of Oak Grove Road, excluding the City of Howell); AND WASHTENAW COUNTY:

Level D	14.48	5.01
Levels A, B or C	15.48	5.01

MONROE COUNTY:

Level D	14.53	5.01
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Levels A, B or C	15.53	5.01
HILLSDALE, JACKSON AND LENAWEE COUNTIES:		
Level D	13.87	5.01
Levels A, B or C	14.87	5.01
CLINTON, EATON AND INGHAM COUNTIES; IONIA COUNTY (City of Portland); LIVINGSTON COUNTY (west of Oak Grove Road, including the City of Howell); SANILAC AND ST. CLAIR COUNTIES:		
Level D	14.38	5.01
Levels A, B or C	15.38	5.01
GENESEE, LAPEER AND SHIAWASSEE COUNTIES:		
Level D	14.48	5.01
Levels A, B or C	15.48	5.01
ARENAC, BAY, CLARE, GLADWIN, GRATIOT, HURON, ISABELLA, MIDLAND, OGEMAW, ROSCOMMON, SAGINAW AND TUSCOLA COUNTIES:		
Level D	14.27	5.01
Levels A, B or C	15.27	5.01
ALLEGAN, BARRY, BERRIEN, BRANCH, CALHOUN, CASS AND KALAMAZOO COUNTIES; LAKE COUNTY (east of M-37); MUSKEGON, NEWAYGO, OCEANA, ST. JOSEPH AND VAN BUREN COUNTIES:		
Level D	12.77	5.01
Levels A, B or C	13.77	5.01
IONIA COUNTY (except the City of Portland); KENT, MECOSTA, MONTCALM, OSCEOLA AND OTTAWA COUNTIES:		
Level D	11.72	5.01
Levels A, B or C	12.72	5.01
ALCONA, ALPENA, ANTRIM, BENZIE, CHARLEVOIX, CHEBOYGAN, CRAWFORD, EMMET, GRAND TRAVERSE, IOSCO AND KALKASKA COUNTIES; LAKE COUNTY (west of M-37); LEELANAU, MANISTEE, MASON, MISSAUKEE, MONTMORENCY, OSCODA, OTSEGO, PRESQUE ISLE AND WEXFORD COUNTIES:		
Level D	11.30	5.01
Levels A, B or C	12.30	5.01
ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:		
Level D	13.01	5.01
Levels A, B or C	14.01	5.01

* LAB00259B 09/01/1994

	Rates	Fringes
LABORERS:		
TUNNEL, SHAFT & CAISSON:		

SCOPE OF WORK:

Tunnel, shaft and caisson work of every type and description and all operations incidental thereto, including, but not limited to, shafts and tunnels for sewers, water, subways, transportation, diversion, sewerage, caverns, shelters, aquifers, reservoirs, missile silos and steel sheeting for underground construction.

MACOMB, OAKLAND AND WAYNE COUNTIES:

GROUP 1	15.03	7.51
GROUP 2	15.14	7.51
GROUP 3	15.20	7.51
GROUP 4	15.38	7.51
GROUP 5	15.64	7.51
GROUP 6	15.96	7.51
GROUP 7	9.25	7.51

GENESEE, LAPEER AND SHIAWASSEE COUNTIES:

GROUP 1	16.01	5.26
GROUP 2	16.09	5.26
GROUP 3	16.17	5.26
GROUP 4	16.33	5.26
GROUP 5	16.59	5.26
GROUP 6	16.90	5.26
GROUP 7	9.71	5.26

REMAINDER OF STATE:

GROUP 1	15.93	5.26
GROUP 2	16.02	5.26
GROUP 3	16.12	5.26
GROUP 4	16.28	5.26
GROUP 5	16.54	5.26
GROUP 6	16.85	5.26
GROUP 7	9.12	5.26

LABORER CLASSIFICATIONS

GROUP 1: Tunnel, shaft and caisson laborer, dump, shanty, hog house tender, testing (on gas)

GROUP 2: Manhole, headwall, catch basin builder, bricklayer tender, mortar machine, material mixer, fence erector and guard rail builder

GROUP 3: Air tool operator (jackhammer, bush hammer and grinder), first bottom, second bottom, cage tender, car pusher, carrier, concrete, concrete form, concrete repair, cement invert laborer, cement finisher, concrete shoveler, conveyor, floor, gasoline and electric tool operator, gunite, grout operator, pump, outside lock tender, scaffold, top, signal, switch, track, tugger, vibrator, winch operator, pipe jacking, boring, wagon drill, air track operator and concrete saw operator (under 40 h.p.)

GROUP 4: Tunnel, shaft and caisson mucker, bracer, liner plate, long haul dinky driver and well point

GROUP 5: Tunnel, shaft and caisson miner, drill runner, key board operator, power knife operator, reinforced steel or mesh (e.g. wire mesh steel dowel bars, etc.)

GROUP 6: Dynamite and powder

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

* LABO0334A 09/01/1994

Rates Fringes

LABORERS:
OPEN CUT:

SCOPE OF WORK:

Open cut construction work shall be construed to mean work which requires the excavation of earth including industrial, commercial and residential building site excavation and preparation, land balancing, demolition and removal of concrete and underground appurtenances, grading, paving, sewers, utilities and improvements; retention, oxidation, flocculation and irrigation facilities, and also including but not limited to underground piping, conduits, steel sheeting for underground construction, and all work incidental thereto, and general excavation. For all areas except the Upper Peninsula, open cut construction work shall also be construed to mean waterfront work, piers, docks, seawalls, breakwalls, marinas and all incidental work.

Open cut construction work shall not include any structural modifications, alterations, additions and repairs to buildings, or highway work, including roads, streets, bridge construction and parking lots or steel erection work and excavation for the building itself and back filling inside of and within 5 ft. of the building and foundations, footings and piers for the

building. Open cut construction work shall not include any work covered under Tunnel; Shaft and Caisson work.

MACOMB, OAKLAND AND WAYNE COUNTIES:

GROUP 1	14.88	7.51
GROUP 2	14.99	7.51
GROUP 3	15.04	7.51
GROUP 4	15.12	7.51
GROUP 5	15.18	7.51
GROUP 6	9.25	7.51

LIVINGSTON COUNTY (southeastern part) AND WASHTENAW COUNTY:

GROUP 1	14.78	5.26
GROUP 2	14.89	5.26
GROUP 3	14.94	5.26
GROUP 4	15.01	5.26
GROUP 5	15.06	5.26
GROUP 6	9.22	5.26

MONROE COUNTY:

GROUP 1	14.83	5.26
GROUP 2	14.94	5.26
GROUP 3	15.06	5.26
GROUP 4	15.13	5.26
GROUP 5	15.28	5.26
GROUP 6	9.22	5.26

CLINTON, EATON, HILLSDALE AND INGHAM COUNTIES; IONIA COUNTY (City of Portland); JACKSON AND LENAWEE COUNTIES; LIVINGSTON COUNTY (western part); SANILAC AND ST. CLAIR COUNTIES:

GROUP 1	14.12	5.26
GROUP 2	14.26	5.26
GROUP 3	14.38	5.26
GROUP 4	14.43	5.26
GROUP 5	14.57	5.26
GROUP 6	9.02	5.26

GENESEE, LAPEER AND SHIAWASSEE COUNTIES:

GROUP 1	14.73	5.26
GROUP 2	14.87	5.26
GROUP 3	14.96	5.26
GROUP 4	15.03	5.26
GROUP 5	15.18	5.26
GROUP 6	9.61	5.26

ARENAC, BAY, CLARE, GLADWIN, GRATIOT, HURON, ISABELLA, MIDLAND,
OGEMAW, ROSCOMMON, SAGINAW AND TUSCOLA COUNTIES:

GROUP 1	14.52	5.26
GROUP 2	14.66	5.26
GROUP 3	14.78	5.26
GROUP 4	14.83	5.26
GROUP 5	14.97	5.26
GROUP 6	9.02	5.26

ALLEGAN, BARRY, BERRIEN, BRANCH, CALHOUN, CASS AND KALAMAZOO
COUNTIES; LAKE COUNTY (eastern part); MUSKEGON, NEWAYGO, OCEANA,
ST. JOSEPH AND VAN BUREN COUNTIES:

GROUP 1	13.02	5.26
GROUP 2	13.13	5.26
GROUP 3	13.24	5.26
GROUP 4	13.33	5.26
GROUP 5	13.45	5.26
GROUP 6	9.02	5.26

ALCONA, ALPENA, ANTRIM, BENZIE, CHARLEVOIX, CHEBOYGAN, CRAWFORD,
EMMET AND GRAND TRAVERSE COUNTIES; IONIA COUNTY (except the city
of Portland); IOSCO, KALKASKA AND KENT COUNTIES; LAKE COUNTY
(western part); LEELANAU, MANISTEE, MASON, MECOSTA, MISSAUKEE,
MONTCALM, MONTMORENCY, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE
ISLE AND WEXFORD COUNTIES:

GROUP 1	11.55	5.26
GROUP 2	11.68	5.26
GROUP 3	11.80	5.26
GROUP 4	11.87	5.26
GROUP 5	11.97	5.26
GROUP 6	9.02	5.26

REMAINDER OF STATE (entire Upper Peninsula):

GROUP 1	13.26	5.26
GROUP 2	13.40	5.26
GROUP 3	13.53	5.26
GROUP 4	13.58	5.26
GROUP 5	13.63	5.26
GROUP 6	9.12	5.26

OPEN CUT LABORER CLASSIFICATIONS

GROUP 1: Construction laborer

GROUP 2: Mortar and material mixer, concrete form, signal, well point, manhole, headwall and catch basin builder, guard rail builder and fence erector, headwall, seawall, breakwall, dockbuilder and fence builder

GROUP 3: Air, gasoline and electric tool operator, vibrator operator, driller pump, tar kettle operator, bracer, rodder, reinforced steel or mesh (e.g. wire mesh, steel, 40 h.p.), windlass and tugger welders

GROUP 4: Trench or excavating grade

GROUP 5: Pipelayer (including crock, metal pipe, multi-plate or other conduits)

GROUP 6: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

LAB00465A 06/01/1994

	Rates	Fringes
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LABORERS:

GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES:

GROUP 1	17.05	5.16
GROUP 2	16.75	5.16
GROUP 3	16.54	5.16
GROUP 4	16.28	5.16
GROUP 5	16.46	5.16
GROUP 6	16.28	5.16
GROUP 7	16.18	5.16
GROUP 8	16.15	5.16

ALLEGAN, BARRY, BAY, BERRIEN, BRANCH, CALHOUN, CASS, CLINTON, EATON, GRATIOT, HILLSDALE, HURON, INGHAM, JACKSON, KALAMAZOO, LAPEER, LENAWEE, LIVINGSTON, MIDLAND, MUSKEGON, SAGINAW, SANILAC, SHIAWASSEE, ST. CLAIR, ST. JOSEPH, TUSCOLA AND VAN BUREN COUNTIES:

GROUP 1	15.90	5.16
GROUP 2	15.56	5.16
GROUP 3	15.69	5.16
GROUP 4	15.43	5.16
GROUP 5	15.34	5.16
GROUP 6	15.10	5.16
GROUP 7	15.04	5.16
GROUP 8	14.90	5.16

IONIA, KENT, MONTCALM AND OTTAWA COUNTIES:

GROUP 1	15.30	5.16
GROUP 2	14.99	5.16
GROUP 3	15.08	5.16
GROUP 3	14.83	5.16
GROUP 5	14.73	5.16
GROUP 6	14.52	5.16
GROUP 7	14.43	5.16
GROUP 8	14.32	5.16

ALCONA, ALPENA, ANTRIM, ARENAC, BENZIE, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, IOSCO, ISABELLA, KALKASKA, LAKE, LEELANAU, MANISTEE, MASON, MISSAUKEE, MONTMORENCY, NEWAYGO, OCEANA, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON AND WEXFORD COUNTIES:

GROUP 1	15.14	5.16
GROUP 2	14.71	5.16
GROUP 3	15.09	5.16
GROUP 4	14.86	5.16
GROUP 5	14.65	5.16
GROUP 6	14.36	5.16
GROUP 7	14.22	5.16
GROUP 8	14.15	5.16

MECOSTA AND OSCEOLA COUNTIES:

GROUP 1	14.88	5.16
GROUP 2	14.45	5.16
GROUP 3	14.85	5.16
GROUP 4	14.59	5.16
GROUP 5	14.37	5.16
GROUP 6	14.09	5.16
GROUP 7	13.96	5.16
GROUP 8	13.87	5.16

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON, AND SCHOOLCRAFT COUNTIES:

GROUP 1	15.14	5.16
GROUP 2	14.71	5.16
GROUP 3	15.09	5.16
GROUP 4	14.86	5.16
GROUP 5	14.65	5.16
GROUP 6	14.36	5.16
GROUP 7	14.22	5.16
GROUP 8	14.15	5.16

LABORER CLASSIFICATIONS

GROUP 1: Line-form setter for curb or pavement

GROUP 2: Pipelayer; oxygen gun

GROUP 3: Asphalt raker

GROUP 4: Asphalt tamper

GROUP 5: Tunnel miner (highway work only); Finishers tender; guard rail builder; highway and median barrier installer (including sound barrier and crash barrier); fence erector; bottom; powder; wagon drill and air track operators; curb and side rail setters' tenders; diamond and core drill

GROUP 6: Mixer operator (less than 5 sacks); air or electric tool operators (jackhammer, etc.); spreader; box (asphalt, stone, gravel, etc.); concrete paddler; power chain saw operator; paving batch truck dumper; asphalt screed checker; grade checker and tunnel mucker (highway work only); concrete saw (under 40 h.p.) and dry pack machine

GROUP 7: Cement handler or dock; top; asphalt dust handler

GROUP 8: Asphalt shoveler or loader; asphalt plant miscellaneous; axe; batch bin (no power); burlap; carpenter's tender; subgrade labor (hand tools); yard; guard rail builder's tender; highway and median barrier installer's tenders (including sound and crash barrier); fence erector's tender; dumper (wagon, truck, etc.); jetting laborer; joint filling laborer; miscellaneous unskilled laborer; powder monkey (tender); sprinkler laborer; laborer; form setting laborer; form stripper; pavement reinforcing; handling and placing (e.g. wire mesh, mats, dowel bars, etc.); waterproofing; seal coating; slurry mix; material recycling laborer; horizontal paver laborer (brick, concrete, clay, stone and asphalt); ground stabilization and modification laborer; shoring, underpinning, bridge painting (spray, roller and brush), sandblasting, pressure grouting, bridge pin and hanger removal

PAIN0022B 06/01/1994

HILLSDALE, JACKSON AND LENAWEE COUNTIES; LIVINGSTON COUNTY (east of Howell city limits, south to the Washtenaw County line and north to the Genesee County line); MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES:

PAINTERS:

	Rates	Fringes
Brush	19.25	6.92
Brushing, cleaning and other preparatory work (other than spraying or steeplejack work) at scaffold heights of 50 ft. from the ground or higher; All preparatorial work and painting performed on open steel under		

40 ft. when no scaffolding is involved; All swing stage work - window jacks and window belts - exterior and interior; All preparatorial work and painting on all highway bridges or overpasses up to 40 ft. in height	19.75	6.92
Spray, sandblast, up to a scaffold height of 40 ft.	20.05	6.92
Steeplejack work over 40 ft.	20.50	6.92

PAIN0119A 05/10/1993

	Rates	Fringes
ALLEGAN COUNTY (Townships of Dorr, Fillmore, Heath, Hopkins, Laketown, Leighton, Manlius, Monterrey, Overisel, Salem, Saugatuck and Wayland); IONIA COUNTY (Townships of Berlin, Boston, Campbell, Easton, Ionia, Keene, Odessa, Orange, Orleans, Otisco, Ronald and Sebewa); KENT, MECOSTA AND MONTCALM COUNTIES; NEWAYGO COUNTY (Townships of Barton, Big Prairie, Brooks, Croton, Ensley, Everett, Goodwell, Grant, Home, Monroe, Norwich and Wilcox); OSCEOLA COUNTY (except the townships of Marion and the northeastern corners of Highland and Middle Branch); OTTAWA COUNTY (Townships of Allendale, Blendone, Chester, Georgetown, Holland, Jamestown, Olive, Park, Polkton, Port Sheldon, Tallmadge, Wright and Zeeland):		

PAINTERS:

Brush	15.06	3.40
Paperhanging - wall covering;		
Drywall finisher	15.31	3.40
Swing stage, brush	15.56	3.40
Spray - pressure roller; Steam cleaning; Steeplejack or high work - 40 ft.	16.06	3.40
Bridges over highways or railroads		
Bridges - brush	15.31	3.40
Bridges - spray	16.31	3.40
Bridges - waterblast, sandblast	16.81	3.40

PAIN0312A 06/01/1992

	Rates	Fringes
ALLEGAN COUNTY (southeast 1/4); BARRY COUNTY (southwest 1/4); CASS COUNTY (east half); KALAMAZOO AND ST. JOSEPH COUNTIES; VAN BUREN COUNTY (east half):		

PAINTERS:

Brush, pan roller, taping and sign	15.70	3.71
Spray, sand blasting and swing stage	16.90	3.71
Steeplejack	16.55	3.71
Mechanical roller	16.40	3.71
Vinyl hanger	15.90	3.71

PAIN0475A 06/01/1994

MUSKEGON COUNTY; NEWAYGO COUNTY (except the Townships of Barton, Big Prairie, Brooks, Croton, Ensley, Everett, Goodwell, Grant, Home, Monroe, Norwich and Wilcox):

	Rates	Fringes
PAINTER	14.25	2.01

PAIN0845C 05/01/1992

CLINTON, GENESEE AND INGHAM COUNTIES; IONIA COUNTY (including the cities of Lyons, Muir and Portland); LIVINGSTON COUNTY (including Howell); AND SHIAWASSEE COUNTY:

PAINTERS:

Brush and roller	16.50	3.57
Paper and vinyl hangers; Sandblasting, steam cleaning and acid cleaning, swing stage, boatswain chair, window jacks, brush & preparatory work above 30 ft. in height (additional 10 cents per hour for each additional 15 ft.)	17.40	3.57
Pressure roller	15.30	3.57
Spray gun work, pick puller; Hazardous work; Steeplejack, tanks, gas holders, stacks, flagpoles, radio towers and beacons, powerline towers and bridges; Application of paint by mitt	17.20	3.57

PAIN1052D 11/01/1987

GENESEE AND LAPEER COUNTIES; AND SHIAWASSEE COUNTY (excluding western quarter):

PAINTERS:

Brush & roller	14.50	2.96
Paperhanger, sandblast & vinyl hangers	14.80	2.96
Pressure roller	15.30	2.96

PAIN1408A 06/01/1994

BENZIE, LAKE, MANISTEE AND MASON COUNTIES:

Rates Fringes

PAINTERS:

Brush and roller	17.00	
Structural steel - brush; Mechanical pressure roller; Paperhanging; Sign and pictorial; Drywall taping	17.50	
Spray; Sandblasting; Hydroblast, steam clean, power grinders and tools; roller use behind spray	18.50	
Painting and sandblasting inside tanks and vessels and penstocks and tubes; Steeplejack	19.50	

PAIN1474B 06/01/1992

HURON COUNTY (east half); ST. CLAIR AND SANILAC COUNTIES:

Rates Fringes

PAINTERS:

Commercial and industrial repaint work; and bridges:		
Brush and roller	16.20	3.64
Spray, sandblast, paperhanger, swing stage and open steel	17.10	3.64
All other work:		
Brush and roller	18.00	3.64
Spray, sandblast, paperhanger, swing stage and open steel	19.00	3.64

PAIN1792A 08/01/1992

ALCONA, ALPENA, CHEBOYGAN, EMMET, MONTMORENCY, OSCODA AND PRESQUE ISLE COUNTIES:

Rates Fringes

PAINTERS:

Brush; Roller	14.01	
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Sandblasting; Steamcleaning;
Waterblasting; Spray 14.75

PAIN1803C 05/01/1992

	Rates	Fringes
ARENAC, BAY, CLARE, GLADWIN AND GRATIOT COUNTIES; HURON COUNTY (west half); IOSCO COUNTY (including Wurtsmith Air Force Base); ISABELLA, LAPEER, MIDLAND, MISSAUKEE AND OGEMAW COUNTIES; OSCEOLA COUNTY (north of Hwy. #10); ROSCOMMON, SAGINAW AND TUSCOLA COUNTIES:		

PAINTERS:

Brush & roller	15.37	3.76
Spray & sandblast	16.12	3.76
High & hazardous work	16.37	3.76

PLAS0002F 06/01/1994

	Rates	Fringes
GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, SAGINAW, WASHTENAW AND WAYNE COUNTIES:		

CEMENT MASON	19.79	4.70
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REMAINDER OF STATE:

CEMENT MASON	18.78	4.70
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SUMI3001A 08/13/1986

	Rates	Fringes
FLAG AND SIGNAL PERSON	7.22	

SUMI3002B 04/01/1994

	Rates	Fringes
GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES:		

PAVEMENT MARKER	15.65	5.11
LINE PROTECTOR	12.52	5.11

REMAINDER OF STATE:

PAVEMENT MARKER	14.85	5.11
LINE PROTECTOR	11.56	5.11

tunnels, underground piping, retention, oxidation, flocculation facilities, conduits, general excavation and steel sheeting for underground construction. Underground construction work shall not include any structural modifications, alterations, additions and repairs to buildings or highway work, including roads, streets, bridge construction and parking lots or steel erection.

TEAM0247D 06/01/1994

	Rates	Fringes
SIGN INSTALLERS:		
GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES:		
GROUP 1	16.02	5.11
GROUP 2	15.77	5.11
REMAINDER OF STATE		
GROUP 1	14.82	5.11
GROUP 2	14.57	5.11

SIGN INSTALLER CLASSIFICATIONS

GROUP 1: performs all necessary labor and uses all tools required to construct and set concrete forms required in the installation of highway and street signs

GROUP 2: performs all miscellaneous labor, uses all hand and power tools, and operates all other equipment, mobile or otherwise, required for the installation of highway and street signs

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

=====

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

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

END OF GENERAL DECISION

1363 (7/84)

This information required
by Act 327 of 1945
in order to obtain
surety guarantee.

MICHIGAN DEPARTMENT OF TRANSPORTATION

MICHIGAN AERONAUTICS COMMISSION

AIRPORT PROGRAM

BONDS

ST. CLAIR COUNTY
INTERNATIONAL AIRPORT

(Airport Name)

FM 77-3-C50 - 37750 A

(State Contract No.)

C-26-0080-0494

(Federal Project No.)

BOND NO. 140964

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That We, Maniqg Enterprises, Inc .

a Michigan Corporation

NORTH AMERICAN SPECIALTY INSURANCE COMPANY

as principal, and a New Hampshire Corporation

as surety, are held and firmly bound unto the ST. CLAIR COUNTY and the Michigan Department of Transportation for the Michigan Aeronautics Commission, as agent, in the penal sum of ONE HUNDRED TWENTY NINE THOUSAND TWO HUNDRED dollars,

lawful money of the United States, to be paid to the said ST. CLAIR COUNTY and the Michigan Department of Transportation for the agent or to their certain attorney or assigns, to which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 16th day of February, A. D. 19 95

The condition of this obligation is such that if the above named principal shall and will, well and faithfully, and fully, do, execute and perform the contract to which this bond is attached, according to the terms and conditions thereof, including extensions of time, (notice of which is hereby waived by the surety), then this obligation is to be void, otherwise to remain in full force and effect.

Maniqg Enterprises, Inc. Principal.
a Mich Corporation

By DOUGLAS J. SCHWARTZ, CONSTRUCTION MANAGER

By _____

By NORTH AMERICAN SPECIALTY INSURANCE COMPANY

Surety.

By Susanne M Curtis
SUSANNE M. CURTIS, ATTORNEY-IN-FACT

NOTE - If the Principal is a co-partnership, each member must sign these bonds. If the principal is a corporation, evidence of the authority of officer signing must be attached or be on file with the Michigan Department of Transportation. The Surety Company shall attach, or have on file with the Michigan Department of Transportation, a valid power of attorney of person or persons executing bond for the Company.

Commission Received by: MOUREN-TICHER, INC.
615 N. GERRARD AVE
LANSING, MI 48933
(517) 371-2300

ST. CLAIR COUNTY
INTERNATIONAL AIRPORT
(Airport Name)

FM 77-3-C50 - 37740 A
(State Contract No.)

C-26-0080-0494
(Federal Project No.)

BOND NO. 140964

LIEN BOND

KNOW ALL MEN BY THESE PRESENTS, That We, Manigg Enterprises, Inc.

a Michigan Corporation

as principal, and NORTH AMERICAN SPECIALTY INSURANCE COMPANY
a New Hampshire Corporation

as surety, are held and firmly bound unto the People of the State of Michigan and ST. CLAIR COUNTY

Michigan, Michigan as obligee, in the sum of ONE HUNDRED TWENTY NINE THOUSAND

TWO HUNDRED dollars, lawful money of the United States to be paid to the said People of the State of Michigan, or to its assigns, or to any person, firm or corporation who may furnish labor, material, supplies for equipment, for camp or construction, and equipment on a rental basis, on account of and actually used in the performance of the contract hereinafter mentioned, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns and each and every one of them firmly by these presents.

Sealed with our seals and dated this 16th day of February, A. D. 19 95

The condition of this obligation is such that if there shall be paid, as the same may become due and payable, all indebtedness which may arise from said principal to a sub-contractor or to any person, firm or corporation on account of any labor, material, supplies for equipment, for camp or construction, and rental of equipment, furnished and actually used in the performance of the contract to which this bond is attached, including extensions of time, (notice of which is hereby waived by the surety), then this obligation is to be void, otherwise to remain in full force and effect.

Manigg Enterprises, Inc. Principal.
a Mich. Corporation
By [Signature]
DOUGLAS J. SCHWARTZ, CONSTRUCTION MANAGER
By _____
By _____
NORTH AMERICAN SPECIALTY INSURANCE COMPANY Surety.
By [Signature]
SUSANNE M. CURTIS, ATTORNEY-IN-FACT

ST. CLAIR COUNTY
INTERNATIONAL AIRPORT
(Airport Name)

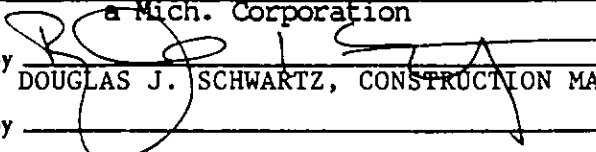
FM 77-3-C50 - 37750 A
(State Contract No.)

C-26-0080-0494
(Federal Project No.)

ENDORSEMENT

The provisions of the foregoing lien bond shall also apply to the indebtedness described therein in cases in which notice of reliance on the security of the bond is not furnished within the time period provided in Act 213 PA 1963, as amended, provided such notice is furnished within 60 days after final acceptance of the above described project by the owner or its authorized representative. Nothing in this endorsement shall be construed so as to limit or narrow the coverage provided for in said lien bond.

Manigg Enterprises, Inc. Principal.
a Mich. Corporation

By  DOUGLAS J. SCHWARTZ, CONSTRUCTION MANAGER

By _____

By _____

NORTH AMERICAN SPECIALTY INSURANCE COMPANY Surety.

By 

SUSANNE M. CURTIS, ATTORNEY-IN-FACT

RESOLUTION 95-7

AUTHORIZATION TO INSTITUTE PROPERTY CONDEMNATION
PROCEEDINGS FOR ST. CLAIR COUNTY
INTERNATIONAL AIRPORT

WHEREAS, it is hereby deemed and declared necessary, that the Airport Commission of the County of St. Clair, acting as the agent located in the Township of St. Clair, the description of the parcel and the property rights to be taken therein being attached hereto and set forth in Exhibit "A", and shall include such additional rights within said air space and such use restrictions upon said property as are necessary to comply with standards established by the Michigan Bureau of Aeronautics; and


WHEREAS, said private property is to be used for a public improvement, to-wit: To obtain an aviation easement for the use, benefit and safety of the public, which will provide and preserve a right of free and unobstructed flight for aircraft landing upon, taking off from, or maneuvering about the St. Clair County International Airport; and

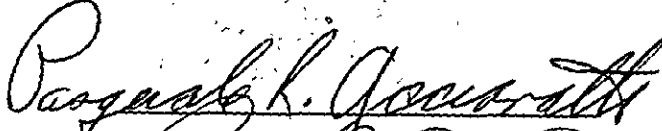
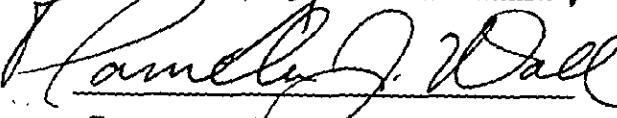
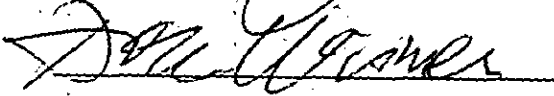
WHEREAS, the acquisition of such property and the carrying out of the project is hereby declared necessary and to be for the use and benefit of the public.

NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners hereby authorizes and sanctions the condemnation proceedings by the Airport Commission of the County of St. Clair, acting as the agency for the County of St. Clair, for acquisition of said property for the St. Clair County International Airport, and hereby waives its rights to bring federal or state cost recovery actions against the present owners of the property arising out of a release of hazardous substances at the property.

DATED: March 8, 1995

Reviewed and Approved by:


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



RESOLUTION 95-6

OPPOSING PLACEMENT OF HANDLING DOMESTIC RESTRAINING
ORDERS (P.A. 61 OF 1994) IN COUNTY CLERK'S OFFICE
WITHOUT PROPER STATE FUNDING

WHEREAS, the State Legislature enacted P.A. 61 of 1994, requiring Circuit Courts and primarily County Clerks to provide forms and assistance to individuals pursuing a Domestic Restraining Order without the aid of an attorney; and'

WHEREAS, the State Legislature has since amended P.A. 61 providing the County personnel "may" but are not required to provide such assistance; and

WHEREAS, because domestic violence is so prevalent in society, a great number of individuals are seeking and will continue to seek relief through P.A. 61, as amended, still imposing additional financial burdens on counties in maintaining supplies and sufficient office staff to meet the requests of the public, notwithstanding the fact that such assistance is now discretionary on the part of the County personnel; and

WHEREAS, the Headlee Amendment to the State Constitution states, "The State is prohibited from requiring any new or expanded activities by local governments without full state financing";

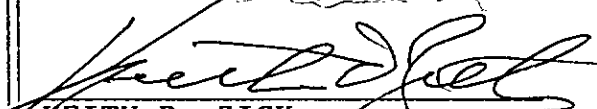
WHEREAS, P.A. 61 of 1994 violates the Headlee Amendment to the State constitution because it provides no funding for this new obligation; and

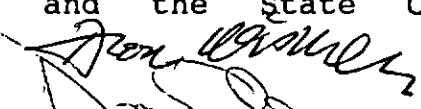
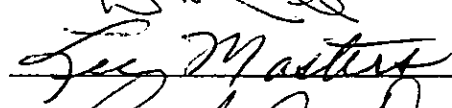
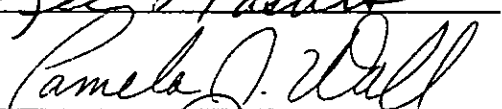
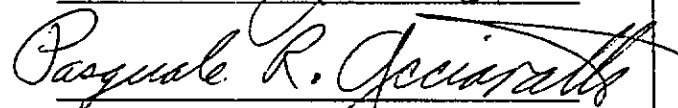
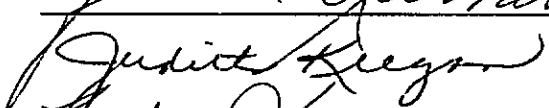

NOW, THEREFORE, BE IT RESOLVED, the St. Clair County Board of Commissioners hereby expresses its opposition to another unfunded, statutory mandate, imposed by the State upon counties, and calls for the State to reimburse counties for any costs incurred in complying with P.A. 61 of 1994, as amended by P.A. 403 of 1994.

BE IT FURTHER RESOLVED, that a copy of this resolution shall be forwarded to Governor John Engler, State Legislators, Michigan Association of Counties and the State Court Administrator's Office.

DATED: February 08, 1995

Reviewed as to Form:


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

RESOLUTION 95-5

APPROVING COOPERATIVE REIMBURSEMENT IV-D PROGRAM
FOR THE ST. CLAIR COUNTY FRIEND OF THE COURT

WHEREAS, the Michigan Department of Social Services proposed 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 Six Hundred Twenty-Eight Thousand, Nine Hundred Fifty-Two and no/100 dollars (\$1,628,952) shall be paid from combined County and State funds during the life of this agreement, provided further that Four Hundred Twenty-Four Thousand, Five Hundred Eighty-Six and no/100 dollars (\$424,586) 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.

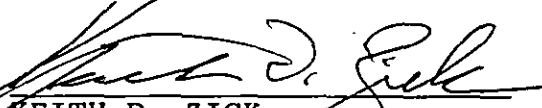
2. The Chairperson of this Board is hereby authorized to execute said agreement for and on behalf of St. Clair County.

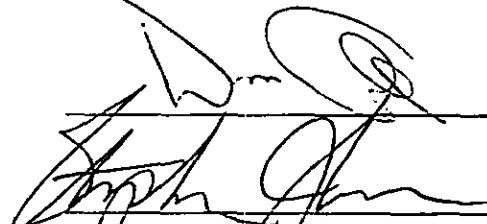

3. A copy of said Agreement is attached hereto and made a part hereof.

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: February 08, 1995

Reviewed and Approved by:


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

TITLE IV-D COOPERATIVE REIMBURSEMENT CONTRACT
SECTION IV - BUDGET

F74

A. CONTRACT DESCRIPTION

COUNTY ST. CLAIR
 PROVIDER X FOC COMBINATION
 FUNDING YEAR 1995

COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
B. ALLOCATION FACTORS	PROPOSED IV-D BUDGET	PROPOSED IV-D ENFORCEMENT BUDGET	CUSTODY & VISITATION BUDGET	PROVIDER'S TOTAL ELIGIBLE BUDGET
1 FTE POSITIONS	32.04	30.54	1.50	33.00
2 % OF FTE'S	97.08%	92.53%	4.55%	100%
3 CASELOAD % (FOC)	92.54%	////////////////	////////////////	100%
C. BUDGET CATEGORIES	PROPOSED IV-D BUDGET	PROPOSED IV-D ENFORCEMENT BUDGET	CUSTODY & VISITATION BUDGET	PROVIDER'S TOTAL ELIGIBLE BUDGET
1 PERSONNEL	\$1,454,689	\$1,386,578	\$68,111	\$1,498,444
2 DATA PROCESSING	\$39,045	\$39,045	////////////////	\$42,193
3 OTHER DIRECT	\$142,826	\$136,139	\$6,687	\$147,122
4 CENTRAL SERVICES	\$146,934	\$140,054	\$6,880	\$151,353
5 PATERNITY TEST	\$0	\$0	////////////////	\$0
6 TOTAL BUDGET	\$1,783,494	\$1,701,816	\$81,678	\$1,839,112
7 SERVICE FEES	\$138,810	\$138,810	////////////////	\$150,000
8 MEDIATION FEES	\$15,732	////////////////	\$15,732	\$17,000
9 OTHER INCOME	\$0	\$0	\$0	\$0
10 NET BUDGET	\$1,628,952	\$1,563,006	\$65,946	\$1,672,112
11 COUNTY SHARE \$	\$424,586	////////////////	////////////////	////////////////
12 COUNTY SHARE %	26.06%	////////////////	////////////////	////////////////
13 STATE SHARE \$	\$1,204,366	////////////////	////////////////	////////////////
14 STATE SHARE %	73.94%	////////////////	////////////////	////////////////
15 COUNTY SHARE #5	\$0	////////////////	////////////////	////////////////
16 TOTAL STATE FUNDING	\$1,204,366	////////////////	////////////////	////////////////

Contract No: CS/FOC-95-7401
Contract Amount: \$ 1,628,952.00
Index Code: 93100
Prog Cost Acct (PCA): 110-43-81500
Agency Object Code: 6155
Agency Code 3: 815000
Commodity Code: 961-91
Federal I.D.#/SS#: 38-6006420
Mail Code: 021
Method of Payment: Actual Cost

AGREEMENT
between
MICHIGAN DEPARTMENT OF SOCIAL SERVICES
and

THE COUNTY OF ST. CLAIR

This Agreement, effective the first day of January, 1995, and ending the 31st day of December, 1995, is by and between the Michigan Department of Social Services, having a mailing address of 235 S. Cesar Chavez Avenue, P.O. Box 30037, Lansing, Michigan 48909 (hereinafter referred to as the "Department"), the County of ST. CLAIR, a public organization, having a mailing address of 201 McMorran Blvd., Port Huron, MI 48060

(hereinafter referred to as the "Contractor"), and the Chief Circuit Judge for the Court, (hereinafter referred to as the "Court").

WHEREAS, the Department is authorized to contract with State or local units of government and private agencies under the provisions of MCLA 400.10; and,

WHEREAS, the Department has the authority to enter into a Cooperative Agreement under and in accordance with policies established by the Department, as well as under and in accordance with Title IV-D of the Social Security Act as amended and the provisions of part 304, Chapter III, Title 45, Code of Federal Regulations; and

WHEREAS, the Department is desirous of purchasing services, and the Contractor and Court desire to provide services in accordance with the terms and conditions of this Agreement; and,

WHEREAS, the Chairperson, County Board of Commissioners has lawful authority to bind the Contractor and both the County and Court agree to the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the above, and in consideration of the promises and mutual covenants hereinafter contained, the parties hereto agree as follows:

I. GENERAL PROVISIONS

A. Department's Source of Funds-Termination

The Department's payment of funds for purposes of this Agreement is subject to and conditional upon the availability of funds for such purposes, being Federal and State funds. No commitment is made by the Department to continue or expand such activities. The Department may terminate this Agreement immediately upon written notice to the Contractor and Court at any time prior to the completion of this Agreement if, in the opinion of the Department Director, funding becomes unavailable for this service or such funds are restricted.

B. Fees and Other Sources of Funding

The Contractor and Court guarantee that any claims made to the Department under this Agreement shall not be financed by any source, including client fees, other than the Department under the terms of this Agreement. If funding is received through any other source, the Contractor and Court agree to delete from Contractor and Court billings, or to immediately refund to the Department, the total amount representing such duplication of funding.

C. Review and Monitoring Reports

The Contractor and Court shall comply with all program and fiscal review reporting procedures at time intervals and on specified forms as established by the Department on the beginning date of this Agreement. Any additional reports which the Department proposes to be completed by the Contractor or Court shall be completed pursuant to agreement by the parties to this Agreement.

D. Examination and Maintenance of Records

The Contractor and Court shall permit the Department or any of its identified agents access to the facilities being utilized at any reasonable time to observe the operation of the program. Further, the Contractor and Court shall retain all books, records or other documents relevant to this Agreement for five (5) years after final payment, at their cost, and Federal auditors and any persons duly authorized by the Department shall have full access to and the right to examine and audit any of said material during said period. If an audit is initiated prior to the expiration of the five-year period, and extends past that period, all documents shall be maintained until the audit is completed. The Department shall provide findings and recommendations of audits to the Contractor and Court. The Department shall adjust future payments or final payment if the findings of an audit indicate over or under payment to the Contractor in the period prior to the audit. If no payments are due and owing the Contractor, the Contractor shall immediately refund all amounts which may be due the Department.

E. Insurance Coverages

The Contractor and Court shall provide and maintain public liability insurance in such amounts as necessary to cover all claims which may arise out of the Contractor or Court's operations under the terms of the Agreement. Unemployment compensation coverage, and worker's compensation insurance shall be maintained in accordance with applicable federal and state law and regulations.

F. Compliance with Civil Rights, Other Laws

The Contractor and Court shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to 1976 P.A. 453, Section 209. The Contractor and Court shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976, P.A., 220 and Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 394, which states that no employees or client or otherwise qualified handicapped individual shall, solely by reason of handicap, be excluded from participation, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The Contractor and Court shall comply with the Americans with Disabilities Act of 1990 (ADA), P.L. 101-336, 104 Stat. 328, which prohibits discrimination against individuals with disabilities and provides enforcement standards. Further, the Contractor and Court shall comply with all other federal, state or local laws, regulations and standards, and any amendments thereto, as they may apply to the performance of this Agreement.

G. Royalties and Copyright

The Department reserves a royalty-free nonexclusive license to use and authorize others to use all written or visual material or other work products developed in connection with this Agreement, including all copyrightable or copyrighted materials.

H. Confidentiality

The use or disclosure of information concerning clients obtained in connection with the performance of this Agreement shall be restricted to purposes directly connected with the administration of the programs implemented by this Agreement and as required by federal regulations and state statute.

I. Property Title

Title to all property, real or personal, furnished by the Department for use by the Contractor and Court in the performance of this Agreement shall remain in the Department. Upon expiration of this Agreement or any extension thereof, the Contractor and Court agree to return said property to the Department or pay the then current fair market value thereof to the Department. However, in the event that any such property is only partially

funded by the Department, the Contractor or Court shall return said property to the Department or pay the Department that portion of the current fair market value of such item which is in the same percentage as the Department's contribution to the original purchase price. Where property in which the Department has an interest is traded for other property, the Contractor and Court shall maintain continuing records to account for the Department's financial interest in such subsequent acquisitions.

J. Subcontracts

The Contractor or Court shall not assign this Agreement or enter into subcontracts which will be paid in whole or part using money received through this Agreement without obtaining prior written approval of the Department. The Department, as a condition of granting such approval, shall require that such assignees or subcontractors shall be subject to all conditions and provisions of this Agreement. The Contractor and Court shall be responsible for the performance of all assignees or subcontractors, and shall insure the subcontracted agents comply with all provisions of this Agreement.

K. Continuation

In the event that the Contractor and Court have submitted to the Department an application for a Cooperative Reimbursement Agreement and, because of circumstances beyond the control of either the Contractor, Court, or the Department, the Agreement cannot be concluded to take effect at the start of the new Agreement period, the delaying party shall immediately confirm in writing said circumstances and the anticipated date that the Agreement can be concluded. The Agreement in existence shall, with the approval of all parties, be extended for a period not to exceed sixty (60) calendar days from the original concluding date of the existent Agreement. Should any party not choose to extend the existent Agreement, that party shall immediately notify the others in writing.

L. Cancellation of Agreement

The Department reserves the right to cancel this Agreement by giving sixty (60) calendar days written notice to the Contractor and Court. The Contractor or Court may terminate this Agreement upon sixty (60) calendar days written notice to the Department at any time prior to the completion of the Agreement period.

M. Closeout/Extension

When this Agreement is concluded or terminated, the Contractor and Court shall provide the Department, within sixty (60) calendar days after conclusion or termination, with all financial, performance and other reports required as a condition of the Agreement, unless written extension is granted by the Department for extenuating circumstances.

The Department shall make payments to the Contractor for allowable reimbursable costs not covered by previous payments. The Contractor shall immediately refund to the Department any payments or funds advanced to the Contractor in excess of allowable reimbursable expenditures.

N. Continuing Responsibilities

Termination, conclusion, or cancellation of this Agreement shall not be construed so as to terminate the ongoing responsibilities or rights of the parties as provided in Section I, Paragraphs D and M.

O. Dispute Resolution

1. Local Resolution

All parties agree to make a good faith attempt to resolve disputes. Resolution of any dispute shall first be attempted at the local level by County Contractor, Prosecuting Attorney, Friend of the Court (FOC) and the Department's Office of Child Support (OCS) District Managers, as appropriate.

2. Second Stage Resolution

If it appears a dispute cannot be resolved at the local level, the aggrieved party shall notify the other parties and the Director of the Office of Child Support, in writing, regarding the nature of the dispute and the efforts made to resolve the dispute. Within sixty (60) calendar days of this notification, the parties and the OCS Director or designees shall meet to attempt resolution of the dispute.

3. Formal Notice of Intent

The Contractor and Court shall notify the Department in writing of their intent to pursue a claim against the Department for breach of any terms of this Agreement. No suit may be commenced by the Contractor or Court for breach of this Agreement prior to the expiration of ninety (90) calendar days from the date of such notification. Within this ninety (90) day period, the Contractor and Court, at the request of the Department, must meet with the Director of the Department or designee for the purpose of attempting resolution of the dispute. Formal Notice of Intent action shall not be commenced until resolution has been initiated as described in 1 and 2 above. However, these paragraphs do not restrict the right to invoke and cancel under Section I, Paragraph L.

4. Continuation of Services and Payment

Prior to commencement and during the pendency of a dispute or a suit for breach of this Agreement, services shall continue to be provided as set forth in this Agreement and payment for such services by the Department shall continue without interruption, except as provided in Section III, Paragraph B of this Agreement.

P. Amendment

This Agreement may be amended, at the request of any party, only by the written consent of all the parties hereto. If the Contractor or Court refuses to sign an amendment, the Department may terminate this Agreement at the end of sixty (60) calendar days from the date of request to amend. The Contractor and Court shall suffer no liability to the Department for refusing to agree to said amendment, and said refusal shall not constitute a breach of this Agreement.

Q. Termination - Unfair Labor Practice

The Department may void this contract upon fifteen (15) calendar days notice if the name of the Contractor or Court, or the name of a subcontractor, manufacturer, or supplier of the Contractor or Court, subsequently appears in the register compiled pursuant to Section 2 of Act 278, P.A. 1980. This Act prohibits the State from entering into contracts with certain employers who engage in unfair labor practices; to prohibit those employers from entering into certain contracts with others; to provide for the compilation and distribution of a register of those employers; and to provide for the voiding of certain contracts.

R. Reporting Requirements Pertaining to Former State of Michigan Employees

The Contractor and Court shall report within two working days after the end of each month, the name(s) and social security number(s) of any former State of Michigan employees who:

1. Retired under the provisions of Acts 2 and 3, PA 1984 (between June 2, 1984 and September 30, 1984); and
2. Performed services purchased by this Department through this contract.

These reports must include the Contractor and Court's name, contract number, the month and year to which the report pertains, and shall be submitted to:

Michigan Department of Social Services
Office of Contract Management
P. O. Box 30037
Lansing, Michigan 48909

S. Audit Requirements in Accordance with Circular A-128

This contract is funded in part through the federal Child Support Enforcement Program. The Department has determined the services provided through this Agreement constitute a subrecipient relationship according to the guidelines established in Federal Office of Management and Budget Circular A-128. The Department shall send a letter to the Contractor each year including the Catalog of Federal Domestic Assistance number and the percentage of Federal Financial Participation.

Contractors who receive a total of \$25,000.00 or more in federal funds from one or more funding sources as subrecipients are required to comply with the provisions of Federal Office of Management and Budget Circular A-128. Copies of audits performed for Contractor's compliance with Circular A-128 requirements shall be submitted to the Department within thirty (30) calendar days of receipt by the Contractor. In addition, the Contractor shall, as required in the Circular, submit a copy of the audit to the federal central clearing house identified by the Federal Office of Management and Budget.

Two (2) copies of the Contractor's annual compliance audit shall be submitted to:

Michigan Department of Social Services
Office of Internal Audit
P.O. Box 30037
Lansing, MI 48909

T. Agreement Inclusiveness

This Agreement with the previously mutually approved Application incorporated by reference and made a part hereof, is intended by the parties as the complete and final expression of their agreement with respect to the terms included herein, and may not be contradicted by evidence of any prior contemporaneous agreement, oral or otherwise.

II. CONTRACTOR AND COURT DUTIES AND RESPONSIBILITIES

The Contractor through the Friend of the Court shall enforce all orders of support over which it has jurisdiction and seek modifications of orders in accordance with federal regulations, state statute and court rules. For enforcing child support orders in IV-D cases and as a subrecipient of Federal Financial Assistance, the Contractor and the Friend of the Court shall comply with the requirements of Title IV-D of the Social Security Act, implementing applicable federal regulations and requirements; using the Manual for Friend of the Court (MFOC), Section 4000 and Friend of the Court Letters in effect on the beginning date of this Agreement.

A. Services

The Friend of the Court shall:

1. Make IV-D services available to all eligible persons
2. Maintain records and provide collection services
3. Enforce support obligations using all appropriate procedures:
 - a) Wage or Income Withholding
 - b) State Tax Offset
 - c) Federal Tax Offset
 - d) Withholding of Unemployment Compensation Benefits
 - e) Imposition of Liens
 - f) Posting Security, Bond or Guarantee for overdue support

- g) Information to Consumer Reporting Agency
 - h) Review and Modify Support Orders
 - i) Use Guidelines for Setting Support Amounts
 - j) Spousal Support Enforcement when there is an applicable order
 - k) Medical Support
4. Initiate locating action when necessary
 5. Cooperate with other states for enforcement of child support orders
 6. Maintain administrative processes
 - a) Fiscal Policies and Accountability
 - b) Bonding of Employees
 - c) Separation of Cash Handling and Accounting Functions
 - d) Safeguarding of Information
 7. Provide or ensure Visitation and Custody services according to the "Friend of the Court Act" (MCLA 552.501-552.535).

B. Reports

The Contractor and Court shall prepare, complete and submit the following reports in the cycles indicated, to the units named:

1. **Form:** DSS-286 - Title IV-D Cooperative Reimbursement Expenditure Report, including appropriate time documentation.
Cycle: Due by the fifteenth (15) working day after month of service
To: Department of Social Services
 Office of Child Support - Lansing
2. **Form:** DSS-284 - Friend of the Court Title IV-D Quarterly Report
Cycle: Due by the tenth (10) working day after the Quarter's end
To: Office of Child Support - Lansing
3. **Form:** DSS-820 - Support Collection Refund/Reimbursement Request
Cycle: As needed in accordance with MFOC Section 4000, Chapter 650
To: DSS Payment Document Control, Lansing
4. **Form:** DSS-284A - Friend of the Court Title IV-D Annual Report
Cycle: Due by October 25th
To: Department of Social Services
 Office of Child Support - Lansing

5. **Form:** DSS-29 - Financial Deposit Report (Accompanied by bank deposit slips and listing of individual items for any ADC-F, State ward charge back as required by MFOC Section 4000, Chapters 620 and 630)
Cycle: Varies with FOC from daily to weekly
To: DSS cashier - Lansing
6. **Form:** Reports of ADC collections by approved electronic format
Cycle: By the 8th, 15th, 23rd and last day of the month and five (5) working days after the end of the collection month
To: CSES - Lansing
7. **Form:** DSS-316 or collection report requesting correction of distributed support collections
Cycle: No regular cycle: process as received
To: Office of Child Support - Lansing
8. **Form:** DSS-4518 Report of Client Received Support
Cycle: As needed in accordance with MFOC Section 4000, Chapter 615
To: Local OCS Support Specialist

C. Client Grievance System

Each Court shall have a written office grievance system which provides the opportunity to seek relief for those who believe they have not received services required by the IV-D program, or believe the services they have received are not in accordance with IV-D regulations. Information about the grievance system shall be provided to clients or the Department upon request.

D. Statewide Automated System

The Contractor and Court agree to cooperate in meeting the federal requirement of a statewide automated system.

E. Applicable Costs

The Contractor and Court, as subrecipients of Federal Financial Assistance, agree to abide by applicable provisions of the Cost Principles for State and Local Governments issued in the Federal Office of Management and Budget Circular No. A-87. This circular provides cost principles to be used in determining the availability of Federal Financial Assistance for Child Support Enforcement activities under Title IV-D of the Social Security Act. If any staff funded in part or whole by IV-D funds do not work full time on IV-D matters, detailed time-records for such employees are required to document the amount of time spent on reimbursable activities.

F. Billing Method

The Actual Cost Reimbursement Method shall be used to claim reimbursement under this Agreement. The Cooperative Reimbursement Application, Budget, and budget documentation are attached hereto and made a part of this Agreement. The Budget and Application detail the amount and object of expenditures for which the Contractor and Court shall use funds paid under this Agreement. The Contractor and Court shall follow and adhere to the budget. Only costs actually expended may be billed. The Contractor and Court must obtain written approval from the Department to increase or decrease line items in the budget. The Contractor and Court's request for the Department's approval must contain sufficient information to allow the Department to identify which budget line items are to be increased, which line items are to be decreased, the reason for change, the programmatic impact of the budget changes and must stay within the originally approved budget total. The person authorized to approve budget revisions is the Director of the Office of Child Support. Actual costs may include the cost of fringe benefits provided for the Contractor and Court employees funded by this Agreement, in the same proportion as those employees are engaged in IV-D reimbursable activities. Further, those fringe benefits shall be no greater than fringe benefits provided to similar non-IV-D employees. Fringe benefits may include longevity, vacation, personal leave, holiday, sick leave, medical, dental, optical, life insurance, disability insurance, retirement, social security, workers compensation, and unemployment insurance.

G. Billing Procedure

The Contractor and Court shall complete a monthly "Title IV-D Cooperative Reimbursement Expenditure Report," (Form DSS-286) detailing program-related expenditures. To request funding for Visitation and Custody, complete the column including number and costs of positions performing these services. The DSS-286 shall indicate actual expenditures by category of expense in the performance of this Agreement for the period being billed. The DSS-286 shall be submitted within fifteen (15) working days from the end of the monthly billing period to:

Michigan Department of Social Services
Office of Child Support
Suite 1406, Attn.: CR
P.O. Box 30037
Lansing, MI 48909

H. Bonding of Employees

The Contractor and Court agree to assure that every person who, as a regular part of his or her employment, receives, disburses, handles, or has access to support collections shall be covered by a bond or insurance, or be self-insured with the approval of the Department, in an amount sufficient to protect against loss resulting from employee dishonesty.

III. DEPARTMENT DUTIES AND RESPONSIBILITIES

A. Program Administration

The Department, as a recipient of Federal Financial Assistance, shall administer the Title IV-D program in Michigan, and shall maintain the approved Title IV-D State Plan consistent with federal requirements. The Department will distribute program regulations, forms and instructions to the Contractor and Court through the Manual for Friend of the Court, Section 4000 and Friend of the Court Letter Series.

B. Payment

The Department shall complete its processing of payments to the Contractor within thirty (30) calendar days after receipt of the Contractor's monthly DSS-286, "Title IV-D Cooperative Reimbursement Expenditure Report," detailing program related expenditures. Further, the Department shall make payment as allowed by the federal waiver dated October 5, 1994, effective January 1, 1995, for Visitation and Custody activity detailed on the DSS 286. Payment shall be made in accordance with the budget attached to and part of this Agreement. For DSS-286's submitted after the due date the Department reserves the right to delay processing and payment to the next available cycle.

The Department reserves the right to defer or disallow payment of any claim submitted by the Contractor and Court for failure to document and provide records, statistics, and reports to the Department as required by this Agreement or as are required by applicable state statutes and federal regulations.

C. Program Compliance Monitoring and Evaluation

The Department shall monitor and evaluate Court performance for compliance with Federal Title IV-D Program regulations and the terms of this Agreement. Performance compliance will be measured against federal program audit standards established to ensure that program services are administered effectively and efficiently. The Department shall request corrective action when a program compliance evaluation indicates areas of substantial noncompliance with the terms of this Agreement on the part of the Court.

D. Maximum Amount of Agreement

The maximum amount of this agreement as appropriated by the Contractor is ONE MILLION SIX HUNDRED TWENTY-EIGHT THOUSAND NINE HUNDRED FIFTY-TWO AND NO/100 DOLLAR (\$1,628,952.00). The maximum amount of costs to be reimbursed by the Department shall be the State share of actual expenditures during the life of this agreement up to the maximum of the Title IV-D program net budget, a copy of which is attached hereto and made a part hereof.

IN WITNESS WHEREOF, the Department and the Contractor have caused this Agreement to be executed by their respective officers duly authorized to do so.

Dated at Port Huron, Michigan

this 31st day of January, 1995

Witness: Jean W. Clark

CHIEF CIRCUIT JUDGE
(Court)

By: [Signature]

Dated at _____, Michigan

this _____ day of _____, 19____

Witness: _____

(Contractor)

By: _____, Chairperson
County Board of Commissioners

Dated at Lansing, Michigan

this _____ day of _____, 19____

Witness: _____

MICHIGAN DEPARTMENT
OF SOCIAL SERVICES

By: _____
Gerald H. Miller, Director

RESOLUTION 95-4

APPROVING COOPERATIVE REIMBURSEMENT IV-D PROGRAM
AGREEMENT FOR THE ST. CLAIR COUNTY PROSECUTING ATTORNEY

WHEREAS, the Michigan Department of Social Services proposes to renew its "Cooperative Reimbursement (IV-D) Program" wherein direct grants are made to the counties under the provisions and in accordance with Title IV-D of the Social Security Act, as amended, and the provisions of part 304, Chapter III, Title 34, Code of Federal Regulations for the purpose of staffing sufficient personnel to assist in the collection of money for recipients of the A.D.C. Program, and other service programs, as well as certain services rendered by the Prosecuting Attorney's Office; and

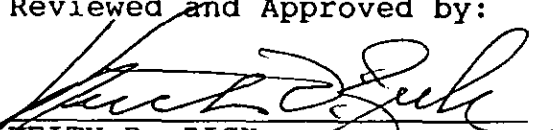
WHEREAS, payment shall be made on the basis of the program budget, a copy of which is attached hereto and made a part hereof, provided that no more than One Hundred Sixty-Eight Thousand One Hundred Fifty-Eight and no/100ths (\$168,158.00) Dollars shall be paid from combined County and State funds during the life of this agreement and provided further that Forty-One Thousand, Two Hundred Twenty-Six and no/100ths (\$41,226.00) Dollars of the above amount is the County's appropriation contributed to the Title IV-D Program.

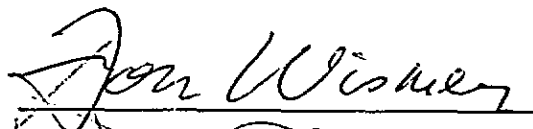
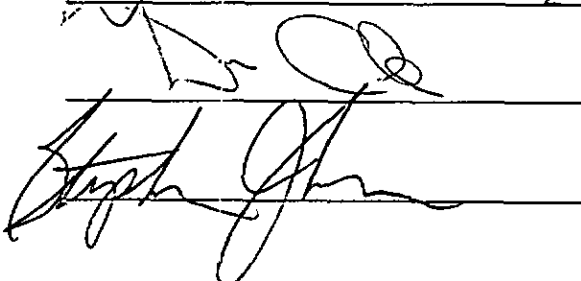
NOW, THEREFORE, BE IT RESOLVED THAT:

1. The St. Clair County Board of Commissioners does 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. 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: February 08, 1995

Reviewed and Approved by:


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

TITLE IV-D COOPERATIVE REIMBURSEMENT CONTRACT
SECTION IV - BUDGET

p 74

A. CONTRACT DESCRIPTION

COUNTY ___ ST. CLAIR
 PROVIDER ___ PA ___
 FUNDING YEAR ___ 1995

COLUMN I	COLUMN II	COLUMN V
B. ALLOCATION FACTORS	PROPOSED IV-D BUDGET	PROVIDER'S TOTAL ELIGIBLE BUDGET
1. FTE POSITIONS	2.86	22.50
2. % OF FTE'S	12.71%	100%
3. CASELOAD % (FOC)	////////////////////	////////////////////
C. BUDGET CATEGORIES	PROPOSED IV-D BUDGET	PROVIDER'S TOTAL ELIGIBLE BUDGET
1. PERSONNEL	\$104,294	\$1,321,231
2. DATA PROCESSING	\$0	\$0
3. OTHER DIRECT	\$34,355	\$185,000
4. CENTRAL SERVICES	\$25,509	\$200,703
5. PATERNITY TESTING	\$4,000	\$4,000
6. TOTAL BUDGET	\$168,158	\$1,710,934
7. SERVICE FEES	////////////////////	////////////////////
8. MEDIATION FEES	////////////////////	////////////////////
9. OTHER INCOME	\$0	\$0
10. NET BUDGET	\$168,158	\$1,710,934
11. COUNTY SHARE \$	\$41,226	////////////////////
12. COUNTY SHARE %	24.52%	////////////////////
13. STATE SHARE \$	\$126,932	////////////////////
14. STATE SHARE %	75.48%	////////////////////
15. COUNTY SHARE #5	\$981	////////////////////
16. TOTAL STATE FUNDING	\$127,913	////////////////////

Contract No: CS/PA-95- 7402
Contract Amount: \$ 168,158.00
Index Code: 93100
Prog Cost Acct (PCA): 110-43-81500
Agency Object Code: 6155
Agency Code 3: 815000
Commodity Code: 961-91
Federal I.D.#/SS#: 38-6006420
Mail Code: 021
Method of Payment: Actual Cost

AGREEMENT
between
MICHIGAN DEPARTMENT OF SOCIAL SERVICES
and

THE COUNTY OF ST. CLAIR

This Agreement, effective the first day of January, 1995, and ending the 31st day of December, 1995, is by and between the Michigan Department of Social Services, having a mailing address of 235 S. Cesar Chavez Avenue, P.O. Box 30037, Lansing, Michigan 48909 (hereinafter referred to as the "Department"), the County of St. Clair, a public organization, having a mailing address of County Buidling, 201 McMorran Blvd., Port Huron, MI 48060

(hereinafter referred to as the "Contractor"), and the Prosecuting Attorney for the County, (hereinafter referred to as the "Prosecutor").

WHEREAS, the Department is authorized to contract with State or local units of government and private agencies under the provisions of MCLA 400.10; and,

WHEREAS, the Department has the authority to enter into a Cooperative Agreement under and in accordance with policies established by the Department, as well as under and in accordance with Title IV-D of the Social Security Act as amended and the provisions of part 304, Chapter III, Title 45, Code of Federal Regulations; and

WHEREAS, the Department is desirous to obtain services from the Contractor, and the Prosecutor desires to provide services in accordance with the terms and conditions of this Agreement; and,

WHEREAS, the Chairperson, County Board of Commissioners has lawful authority to bind the Contractor and both the County and Prosecutor agree to the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the above, and in consideration of the promises and mutual covenants hereinafter contained, the parties hereto agree as follows:

I. GENERAL PROVISIONS

A. Department's Source of Funds-Termination

The Department's payment of funds for purposes of this Agreement is subject to and conditional upon the availability of funds for such purposes, being Federal and State funds. No commitment is made by the Department to continue or expand such activities. The Department may terminate this Agreement immediately upon written notice to the Contractor and Prosecutor at any time prior to the completion of this Agreement if, in the opinion of the Department Director, funding becomes unavailable for this service or such funds are restricted.

B. Fees and Other Sources of Funding

The Contractor and Prosecutor guarantee that any claims made to the Department under this Agreement shall not be financed by any source, including client fees, other than the Department under the terms of this Agreement. If funding is received through any other source, the Contractor and Prosecutor agree to delete from Contractor and Prosecutor billings, or to immediately refund to the Department, the total amount representing such duplication of funding.

C. Review and Monitoring Reports

The Contractor and Prosecutor shall comply with all program and fiscal review reporting procedures, at time intervals and on specified forms as established by the Department on the beginning date of this Agreement. Any additional reports which the Department proposes to be completed by the Contractor or Prosecutor shall be completed pursuant to agreement by the parties to this Agreement.

D. Examination and Maintenance of Records

The Contractor and Prosecutor shall permit the Department or any of its identified agents access to the facilities being utilized at any reasonable time to observe the operation of the program. Further, the Contractor and Prosecutor shall retain all books, records or other documents relevant to this Agreement for five (5) years after final payment, at their cost, and Federal auditors and any persons duly authorized by the Department shall have full access to and the right to examine and audit any of said material during said period. If an audit is initiated prior to the expiration of the five-year period, and extends past that period, all documents shall be maintained until the audit is completed. The Department shall provide findings and recommendations of audits to the Contractor and Prosecutor. The Department shall adjust future payments or final payment if the findings of an audit indicate over or under payment to the Contractor in the period prior to the audit. If no payments are due and owing the Contractor, the Contractor shall immediately refund all amounts which may be due the Department.

E. Insurance Coverages

The Contractor and Prosecutor shall provide and maintain public liability insurance in such amounts as necessary to cover all claims which may arise out of the Contractor or Prosecutor's operations under the terms of the Agreement. Unemployment compensation coverage, and worker's compensation insurance shall be maintained in accordance with applicable federal and state law and regulations.

F. Compliance with Civil Rights, Other Laws

The Contractor and Prosecutor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to 1976 P.A. 453, Section 209. The Contractor and Prosecutor shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976, P.A., 220 and Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 394, which states that no employees or client or otherwise qualified handicapped individual shall, solely by reason of handicap, be excluded from participation, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The Contractor and Prosecutor shall comply with the Americans with Disabilities Act of 1990 (ADA), P.L. 101-336, 104 Stat. 328, which prohibits discrimination against individuals with disabilities and provides enforcement standards. Further, the Contractor and Prosecutor shall comply with all other federal, state or local laws, regulations and standards, and any amendments thereto, as they may apply to the performance of this Agreement.

G. Royalties and Copyright

The Department reserves a royalty-free nonexclusive license to use and authorize others to use all written or visual material or other work products developed in connection with this Agreement, including all copyrightable or copyrighted materials.

H. Confidentiality

The use or disclosure of information concerning clients obtained in connection with the performance of this Agreement shall be restricted to purposes directly connected with the administration of the programs implemented by this Agreement and as required by federal regulations and state statute.

I. Property Title

Title to all property, real or personal, furnished by the Department for use by the Contractor and Prosecutor in the performance of this Agreement shall remain in the Department. Upon expiration of this Agreement or any extension thereof, the Contractor and Prosecutor agree to return said property to the Department or pay the then current fair market value thereof

to the Department. However, in the event that any such property is only partially funded by the Department, the Contractor or Prosecutor shall return said property to the Department or pay the Department that portion of the current fair market value of such item which is in the same percentage as the Department's contribution to the original purchase price. Where property in which the Department has an interest is traded for other property, the Contractor and Prosecutor shall maintain continuing records to account for the Department's financial interest in such subsequent acquisitions.

J. Subcontracts

The Contractor or Prosecutor shall not assign this Agreement or enter into subcontracts which will be paid in whole or part using money received through this Agreement without obtaining prior written approval of the Department. The Department, as a condition of granting such approval, shall require that such assignees or subcontractors shall be subject to all conditions and provisions of this Agreement. The Contractor and Prosecutor shall be responsible for the performance of all assignees or subcontractors, and shall insure the subcontracted agents comply with all provisions of this Agreement.

K. Continuation

In the event that the Contractor and Prosecutor have submitted to the Department an application for a Cooperative Reimbursement Agreement and, because of circumstances beyond the control of either the Contractor, Prosecutor, or the Department, the Agreement cannot be concluded to take effect at the start of the new Agreement period, the delaying party shall immediately confirm in writing said circumstances and the anticipated date that the Agreement can be concluded. The Agreement in existence shall, with the approval of all parties, be extended for a period not to exceed sixty (60) calendar days from the original concluding date of the existent Agreement. Should any party not choose to extend the existent Agreement, that party shall immediately notify the others in writing.

L. Cancellation of Agreement

The Department reserves the right to cancel this Agreement by giving sixty (60) calendar days written notice to the Contractor and Prosecutor. The Contractor or Prosecutor may terminate this Agreement upon sixty (60) calendar days written notice to the Department at any time prior to the completion of the Agreement period.

M. Closeout/Extension

When this Agreement is concluded or terminated, the Contractor and Prosecutor shall provide the Department, within sixty (60) calendar days after conclusion or termination, with all financial, performance and other reports required as a condition of the Agreement, unless written extension is granted by the department for extenuating circumstances.

The Department shall make payments to the Contractor for allowable reimbursable costs not covered by previous payments. The Contractor shall immediately refund to the Department any payments or funds advanced to the Contractor in excess of allowable reimbursable expenditures.

N. Continuing Responsibilities

Termination, conclusion, or cancellation of this Agreement shall not be construed so as to terminate the ongoing responsibilities of the Contractor or Prosecutor or rights of the Department contained in Section I, Paragraphs D. and M.

O. Dispute Resolution

1. Local Resolution

All parties agree to make a good faith attempt to resolve disputes. Resolution of any dispute shall first be attempted at the local level by County Contractor, Prosecuting Attorney (PA), Friend of the Court and the Department's Office of Child Support (OCS) District Managers, as appropriate.

2. Second Stage Resolution

If it appears a dispute cannot be resolved at the local level, the aggrieved party shall notify the other parties and the Director of the Office of Child Support, in writing, regarding the nature of the dispute and the efforts made toward resolution. Within sixty (60) calendar days of this notification, the parties and the OCS Director or designees shall meet to attempt resolution of the dispute.

3. Formal Notice of Intent

The Contractor and Prosecutor shall notify the Department in writing of their intent to pursue a claim against the Department for breach of any terms of this Agreement. No suit may be commenced by the Contractor or Prosecutor for breach of this Agreement prior to the expiration of ninety (90) calendar days from the date of such notification. Within this ninety (90) day period, the Contractor and Prosecutor, at the request of the Department, must meet with the Director of the Department or designee for the purpose of attempting resolution of the dispute. Formal Notice of Intent action shall not be commenced until resolution has been initiated as described in 1 and 2 above. However, these paragraphs do not restrict the right to invoke and cancel under Section I, Paragraph L.

4. Continuation of Services and Payment

Prior to commencement and during the pendency of a dispute or a suit for breach of this Agreement, services shall continue to be provided by the Prosecutor as set forth in this Agreement and payment for such services by the Department shall continue without interruption, except as provided in Section III, Paragraph B of this Agreement.

P. Amendment

This Agreement may be amended, at the request of any party, only by the written consent of all the parties hereto, except as otherwise provided in this Agreement. If the Contractor or Prosecutor refuses to sign such amendment, the Department may terminate this Agreement at the end of sixty (60) calendar days from the date of request to amend. The Contractor and Prosecutor shall suffer no liability to the Department for refusing to agree to said amendment, and said refusal shall not constitute a breach of this Agreement.

Q. Termination - Unfair Labor Practice

The Department may void this contract upon fifteen (15) days notice if the name of the Contractor or Prosecutor, or the name of a subcontractor, *manufacturer, or supplier of the Contractor or Prosecutor, subsequently* appears in the register compiled pursuant to Section 2 of Act 278, P.A. 1980. This Act prohibits the State from entering into contracts with certain employers who engage in unfair labor practices; to prohibit those employers from entering into certain contracts with others; to provide for the compilation and distribution of a register of those employers; and to provide for the voiding of certain contracts.

R. Reporting Requirements Pertaining to Former State of Michigan Employees

The Contractor and Prosecutor shall report within two working days after the end of each month, the name(s) and social security number(s) of any former State of Michigan employees who:

1. Retired under the provisions of Acts 2 and 3, PA 1984 (between June 2, 1984 and September 30, 1984); and
2. Performed services purchased by this Department through this contract.

These reports must include the Contractor and Prosecutor's name, contract number, the month and year to which the report pertains, and shall be submitted to:

Michigan Department of Social Services
Office of Contract Management
P. O. Box 30037
Lansing, Michigan 48909

S. Audit Requirements in Accordance with Circular A-128

This contract is funded in part through the federal Child Support Enforcement Program. The Department has determined that the services provided through this Agreement constitute a subrecipient relationship according to the guidelines established in Federal Office of Management and Budget Circular A-128. The Department shall send a letter to the Contractor each year including the Catalog of Federal Domestic Assistance number and the percentage of Federal Financial Participation.

Contractors who receive a total of \$25,000.00 or more in federal funds from one or more funding sources as subrecipients are required to comply with the provisions of Federal Office of Management and Budget Circular A-128. Copies of audits performed for Contractor's compliance with Circular A-128 requirements shall be submitted to the Department within thirty (30) calendar days of receipt by the Contractor. In addition, the Contractor shall, as required in the Circular, submit a copy of the audit to the federal central clearing house identified by the Federal Office of Management and Budget.

Two (2) copies of the Contractor's annual compliance audit shall be submitted to:

Michigan Department of Social Services
Office of Internal Audit
P.O. Box 30037
Lansing, MI 48909

T. Agreement Inclusiveness

This Agreement with the previously mutually approved Application incorporated by reference and made a part hereof, is intended by the parties as the complete and final expression of their agreement with respect to the terms included herein, and may not be contradicted by evidence of any prior contemporaneous agreement, oral or otherwise.

II. CONTRACTOR AND PROSECUTOR DUTIES AND RESPONSIBILITIES

A. Services

As a subrecipient of Federal Financial Assistance, the Contractor through the Prosecuting Attorney shall:

1. Make IV-D services available to all eligible persons.
2. Make every effort to establish paternity and secure orders as needed for the purpose of child support on behalf of children born in or out of wedlock as provided by law.
3. Comply with the requirements of Title IV-D of the Social Security Act, implementing applicable federal regulations and requirements, in providing legal representation in child support cases.
4. Achieve compliance through this Agreement and the IV-D Program Prosecuting Attorney Handbook which is incorporated into this Agreement by reference.

B. Reports

The Contractor and Prosecutor shall prepare, complete and submit the following reports in the cycles indicated, to the units named:

1. **Form:** DSS-286 - Title IV-D Cooperative Reimbursement Expenditure Report, including appropriate time documentation.
Cycle: Due by the fifteen (15) working day after month of service
To: Department of Social Services
Office of Child Support - Lansing
2. **Form:** DSS-285 - Prosecuting Attorney's Quarterly Report
Cycle: Due by the tenth (10) working day after the end of the quarter
To: Department of Social Services
Office of Child Support - Lansing
3. **Form:** DSS-1856 - Title IV-D Support Referral, also known as DPSS 13 Court Action Referral
Cycle: Respond in writing when action on case completed; (dismissal or order)
To: Local Support Specialist

C. Client Grievance System

Each Prosecutor shall have a written office grievance system which provides the opportunity to seek relief for those who believe they have not received services required by the IV-D program, or believe the services they have received are not in accordance with IV-D regulations. Information about the grievance system shall be provided to clients or the Department upon request.

D. Statewide Automated System

The Contractor and Prosecutor agree to cooperate in meeting the federal requirement of a statewide automated system and, when fully implemented and operational, to use the Child Support Enforcement System (CSES) in accordance with IV-D policies and procedures for establishing case records, locating absent parents, establishing support orders, establishing paternity, enforcing support orders and interstate IV-D activities.

E. Applicable Costs

The Contractor and Prosecutor, as subrecipients of Federal Financial Assistance, agree to abide by applicable provisions of the Cost Principles for State and Local Governments issued by the Federal Office of Management and Budget Circular No. A-87. This circular provides cost principles to be used in determining the availability of Federal Financial Assistance for Child Support Enforcement activities under Title IV-D of the Social Security Act. If any staff funded in part or in whole by IV-D funds do not work full time on IV-D matters, detailed time-records for such employees are required to document the amount of time spent on reimbursable activities; or an alternative method for calculating eligible expenditures may be used so long as the method accounts for specific costs incurred on behalf of cases receiving services under the IV-D state plan and is approved by the department.

F. Billing Method

The Actual Cost Reimbursement Method shall be used to claim reimbursement under this Agreement. The Cooperative Reimbursement Application, Budget, and budget documentation are attached hereto and made a part of this Agreement. The Budget and Application detail the amount and object of expenditures for which the Contractor and Prosecutor shall use funds paid under this Agreement. The Contractor and Prosecutor shall follow and adhere to the budget. Only costs actually expended may be billed.

The Contractor and Prosecutor must obtain written approval from the Department to increase or decrease line items in the budget. The Contractor and Prosecutor's request for the Department's approval must contain sufficient information to allow the Department to identify which budget line items are to be increased, which line items are to be decreased, the reason for change, the programmatic impact of the budget changes and must stay within the originally approved budget total. The person authorized to approve budget revisions is the Director of the Office of Child Support.

Actual costs may include the cost of fringe benefits provided for the Contractor and Prosecutor's employees funded by this Agreement, in the same proportion as those employees are engaged in IV-D reimbursable activities. Further, those fringe benefits shall be no greater than fringe benefits provided to similar non-IV-D employees. Fringe benefits may include longevity, vacation, personal leave, holiday, sick leave, medical, dental, optical, life insurance, disability insurance, retirement, social security, workers compensation, and unemployment insurance.

G. Billing Procedure

The Contractor and Prosecutor shall submit a monthly "Title IV-D Cooperative Reimbursement Expenditure Report," (Form DSS-286) detailing program-related expenditures. The DSS-286 shall indicate actual expenditures by category of expense in the performance of this Agreement for the period being billed. The DSS-286 shall be submitted within fifteen (15) working days from the end of the monthly billing period to:

Michigan Department of Social Services
Office of Child Support
Attention: CR Suite 1406
P.O. Box 30037
Lansing, MI 48909

III. DEPARTMENT DUTIES AND RESPONSIBILITIES

A. Program Administration

The Department, as a recipient of Federal Financial Assistance, shall administer the Title IV-D program in Michigan, and shall maintain the approved Title IV-D State Plan consistent with federal requirements. The Department shall distribute program regulations, forms and instructions to the Contractor and Prosecutor through the IV-D Program Prosecuting Attorney Handbook and Prosecuting Attorney Letter Series.

B. Payment

The Department shall complete its processing of payments to the Contractor within thirty (30) calendar days after receipt of the Contractor's monthly DSS-286, "Title IV-D Cooperative Reimbursement Expenditure Report," detailing program related expenditures as set forth in the budget attached to and made part of this Agreement. For DSS-286's submitted after the due date the Department reserves the right to delay processing and payment to the next available cycle.

The Department reserves the right to defer or disallow payment of any claim submitted by the Contractor and Prosecutor for failure to document and provide records, statistics, and reports to the Department as required by this Agreement or as are required by applicable state statutes and federal regulations.

C. Program Compliance Monitoring and Evaluation

The Department shall monitor and evaluate Prosecutor performance for compliance with Federal Title IV-D Program regulations and the terms of this agreement. Performance compliance will be measured against the IV-D Program Prosecuting Attorney Handbook and federal program audit standards established to ensure that program services are administered effectively and efficiently. The Department shall request corrective action when a program compliance evaluation indicates areas of substantial noncompliance.

D. Maximum Amount of Agreement

The maximum amount of this agreement as appropriated by the Contractor is ONE HUNDRED SIXTY-EIGHT THOUSAND ONE HUNDRED FIFTY-EIGHT AND NO/100 DOLLARS (\$168,158.00). The maximum amount of costs to be reimbursed by the Department shall be the State share of actual expenditures during the life of this agreement up to the maximum of the Title IV-D program net budget, a copy of which is attached hereto and made a part hereof.

IN WITNESS WHEREOF, the Department and the Contractor have caused this Agreement to be executed by their respective officers duly authorized to do so.

Dated at Port Huron, Michigan

PROSECUTING ATTORNEY
(Prosecutor)

this 20th day of January, 19 95

By: Edward L. Brown

Witness: Linda S. Kuehn

Dated at _____, Michigan

(Contractor)

this _____ day of _____, 19 _____

By: _____,
Chairperson
County Board of Commissioners

Witness: _____

Dated at Lansing, Michigan

MICHIGAN DEPARTMENT
OF SOCIAL SERVICES

this _____ day of _____, 19 _____

By: _____
Gerald H. Miller, Director

Witness: _____

RESOLUTION 95-3
AMENDING 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 4.3(d)(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 4.5(f)(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 4.3(d)(1) and 4.5(f)(1) need to be revised in order to extend the time frame one additional year for Article 4.3(d)(1) and two additional years for Article 4.5(f)(1) as outlined in Exhibit "A" attached hereto.

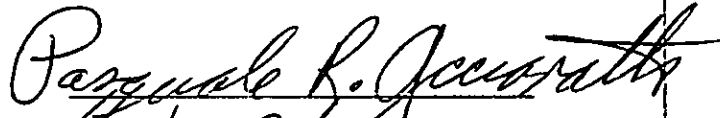


NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners hereby revises the Employees' Retirement System Ordinance Article IV, Section 4.3(d)(1) and Section 4.5(f)(1) adding additional time to purchase credited service as stated in Exhibit "A" attached hereto, and as recommended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

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

DATED: January 25, 1995

Reviewed and Approved by:


Keith D. Zick
County Corporation Counsel
110 Huron Boulevard
Marysville, MI 48040

(2). A person who becomes a member of the Retirement System after the effective date of this amendment, as set out in subsection (e), shall have until one (1) year from the date they achieve two (2) years of credited service, as provided in subsection (a), to make the required contribution.

(e) The effective date of this amendment, for purposes of subsection (d) is January 1, 1992.

Military Service; (Intervening) Conditions for Credited Service.

Section 4.4. A member who enters any armed service of the United States shall be entitled to credited service for periods of active duty lasting 30 or more days, if each of the following conditions are satisfied:

(a) The member entered the armed service before June 1, 1980 or entered during a time of war or emergency condition on or after June 1, 1980;

(b) The individual is re-employed by the county within 1 year from and after the date of termination of active duty;

(c) The individual becomes a member and pays the retirement system the total amount of accumulated member contributions previously withdrawn, plus compound interest from the dates of withdrawal to the dates of repayment;

(d) The member has accumulated at least 8 years of credited service subject to applicable statutes.

(e) The member pays the retirement system 5% of the member's annual full-time rate of compensation at the time of payment multiplied by the period of service being purchased;

(f) Credited service shall not be granted for periods of military service which are or could be used for obtaining or increasing a benefit from another retirement system;

(g) No more than 5 years of credited service shall be granted on account of all military service of the member.

Military Service; (Non-intervening) Conditions for Credited Service.

Section 4.5. A member who has served in any armed service of the United States shall be entitled to credited service for periods of active duty lasting 30 or more days, if each of the following conditions are satisfied:

(a) The member has at least 8 years of credited service, not including any credited service acquired for intervening military service under the provisions of Section 4.4;

(b) The member pays the retirement system 5% of the member's annual, full-time rate of compensation at time of payment multiplied by the period of service being purchased;

RESOLUTION 95-2

ADOPTING COLLECTIVE BARGAINING AGREEMENT
BETWEEN ST. CLAIR COUNTY
AND
FRIEND OF COURT EMPLOYEES - SEIU

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

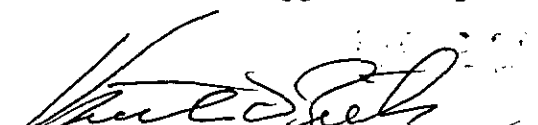
WHEREAS, the 31st Judicial Circuit Court of St. Clair County has authorized the County of St. Clair the responsibility to bargain on matters of wages and working conditions; and



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

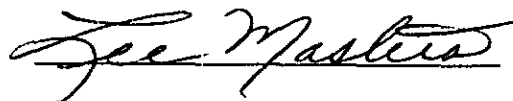
NOW, THEREFORE, BE IT RESOLVED, that the Collective Bargaining Agreement (attached Exhibit "A") for the period January 1, 1994 through December 31, 1997, is hereby approved and adopted.

DATED: January 25, 1995

Reviewed and Approved by:


Keith D. Zick
County Corporation Counsel
110 Huron Boulevard
Marysville, MI 48040



ARTICLE 13
LEAVES OF ABSENCE

13.1: Leaves of absence for reasonable periods, not to exceed two (2) years, will be granted without loss of seniority for:

- a. Illness leave (physical or mental); and
- b. Prolonged illness of spouse, child, parents, legal dependent and stepchildren.

All leaves shall be granted consistent with complying with the period of medical disability stipulated in writing by the attending physician. The Friend of Court may require an employee on a leave of absence due to illness to submit to an examination by a physician chosen by the Friend of Court, provided the charges of the physician are paid by the Friend of Court. Leaves of absence granted under this section will be consistent with medical necessity.

13.2: Upon Friend of Court approval, leaves of absence for reasonable periods, not to exceed one (1) year, may be granted without loss of seniority for:

- a. Serving in any union position; and
- b. Educational purposes.

Such a leave shall be consistent with meeting the operating needs of the Friend of Court.

13.3: An employee who has a combined continuous leave of absence, including extensions, for two (2) years and is unable to return to work shall be considered to have resigned.

13.4: All leaves based upon illness, including maternity, shall be supported by a statement from the attending physician, when requested by the Friend of Court. In all cases of illness extending beyond seven (7) calendar days, the employee shall provide upon request by the Friend of Court and at reasonable intervals, physician statements evidencing the employee's inability to return to normal work duties. The court may waive the right, but such waiver shall not form the basis for submitting a grievance when such waiver is not granted. The Employer shall have the right to require evidence of information concerning the nature of the employee's illness.

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

13.6: 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 that the employee is fit to return to work and is able to perform all aspects of their job.

13.7: Request for an extension of a leave of absence shall be submitted in writing to the Friend of Court no less than five (5) working days prior to the expiration date of the leave.

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

13.9: Failure to report to work on the first scheduled workday after the expiration of a leave of absence shall result in an immediate discharge except where the failure to report is otherwise permitted under this contract.

13.10: Leaves of absence with pay for any short term educational training which would benefit the Employer may be authorized by the Friend of Court. Employees shall be entitled to reimbursement for tuition, fees, books, supplies and lab expenses if required to attend educational training by the Employer or if the educational training is approved by the Friend of Court in advance and in writing.

ARTICLE 14
HOURS - WORKDAY - WORKWEEK

14.1: Standard work week shall consist of five (5) consecutive days, Monday through Friday. The work week shall consist of thirty-seven and one-half (37 1/2) hours.

14.2: The work day shall consist of seven and one-half (7 1/2) hours. Any change in the number of work hours in a day or work week shall be reviewed jointly by the parties as established in the Letter of Understanding regarding Flex Time attached to the Agreement.

14.3: Each employee working six (6) or more consecutive hours shall be entitled to two (2) fifteen (15) minute breaks, one in the first half of their shift and one in the second half of their shift. Each employee working six (6) or more consecutive hours shall be entitled to a one (1) hour lunch.

14.4: Overtime shall be computed on the basis of one and one-half (1 1/2) times the regular hourly rate unless otherwise provided in conjunction with the Letter of Understanding regarding Flex Time:

- a. On all hours worked in excess of seven and one-half (7 1/2) hours on any particular day.
- b. On all hours worked in excess of thirty-seven and one-half (37 1/2) hours per week.

- c. In the event any law hereafter enacted requires overtime to be paid for hours in excess of a shorter work week than that established by this Agreement, the scheduled work week shall remain unchanged and overtime shall be paid as required by law.

14.5: Paid vacations, paid sick days and paid holidays will count as time worked when computing overtime.

14.6: The Employer shall compensate the employee with compensatory time off or pay at the employee's option. Compensatory time shall be scheduled at the mutual convenience of the employee and the Employer. Accumulation of and use of compensatory time will be in compliance with the Fair Labor Standards Act.

ARTICLE 15 TEMPORARY ASSIGNMENTS

15.1: Employees may be temporarily assigned to perform the duties of other bargaining unit members when circumstances warrant. When making a temporary assignment the Friend of Court shall consider the ability of the employee to perform the work, the availability of the employee based upon their current work, and the efficiency of the office. The Friend of Court shall give consideration to seniority when all other conditions have been met.

15.2: The temporarily assigned employee shall be entitled to compensation for the position when the assignment is on a daily basis provided the temporary assignment is for five (5) consecutive work days. The employee who satisfies this requirement shall be entitled to compensation from the first day of temporary assignment. In no event shall the employee be made to suffer a loss of pay or fringe benefit when on a temporary assignment.

15.3: The employee temporarily assigned shall be told the specific duties and tasks to be performed, the compensation and the approximate duration of the temporary assignment.

ARTICLE 16 VACATION

16.1: Effective January 1, 1995 all full time regular Friend of Court employees shall be entitled to vacations according to the following schedule:

<u>Years of Service</u>	<u>Annual Vacation Hours</u>
1 - 2	37.5
3 - 4	75
5 - 9	127.5
10 - 14	150
15 - 19	172.5
20 - 24	187.5
25 +	210

16.2: The full time allocation of hours according to the above schedule shall be credited to the employee upon each anniversary of full time employment with the department.

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

16.4: An employee shall be entitled to carry forward from the previous years accrual as many hours that when added to the anniversary credit does not exceed two hundred and sixty-two point five (262.5) hours. In other words, an employee shall not be entitled to maintain an accrual of more than two hundred and sixty-two point five (262.5) hours at any time.

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

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

16.7: Upon termination, retirement or death, the employee or beneficiary or the employee's estate shall be paid the total accrued unused vacation hours and a prorated payoff of vacation time from their date of separation retroactive to the employee's last anniversary of employment. Be it provided, however, that such payoff of unused hours shall not exceed two hundred and sixty-two point five (262.5) hours of pay.

ARTICLE 17
SICK DAYS AND DISABILITY

17.1: Full time regular employees shall be credited with seven point five (7.5) hours each monthly anniversary to be used for the purposes provided by these policies. Any sick hours use other than provided by this Agreement shall be considered a misuse and an abuse.

17.2: Full time regular employees shall be entitled to accrue sick hours to a maximum of two hundred and twenty five (225) hours.

17.3: An employee shall be eligible to use sick hours upon satisfactory completion of the probationary period, for personal illness or serious or critical illness to their spouse, parent, legal dependent or child. The employee shall also be eligible to use up to a maximum of thirty seven point five (37.5) hours as funeral leave to a member of the immediate family as defined and limited: mother, father, step-parent, brother, sister, spouse, child, step-child, legal dependent, grandparent, grandchild or immediate family member of the spouse according to the preceding definition. The employee shall be required to provide proof of illness to spouse, parent or child and/or death of immediate family member.

17.4: An employee unable to schedule a personal medical or dental appointment during their normal off duty hours shall be entitled to take Court time without sick hour deduction provided;

- a. There are no more than four (4) occurrences in a calendar year;
- b. A doctor's statement is provided indicating the time of the scheduled appointment;
- c. Each absence or occurrence shall not exceed two (2) hours.

The employee who fails to satisfy the above criteria shall have sick hours deducted for all time away from the job.

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

17.6: An employee who uses fifteen (15) sick hours in a thirty (30) calendar day period or thirty (30) hours 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 compensation, but shall be subject to discipline.

17.7: Sick hours may be taken in place of normally scheduled working hours excluding holidays.

17.8: 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.

17.9: 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 enjoyed immediately prior to disability. Be it provided that fringe benefits shall be provided consistent with the employee's reduced salary. In other words, all benefits based upon salary shall be computed upon the reduced salary.

17.10: 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.

17.11: 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 care coverage through the County in accordance with the following safeguards and conditions:

- a. The County shall require prepayment of all premium costs.
- b. The County and/or the health care provider shall determine the length of time the disabled employee may continue group health care coverage.

17.12: 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.

17.13: 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.

17.14: 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.

17.15: An employee on an approved disability leave using sick hours salary continuation or disability insurance shall be subject to all the provisions of Article 13 - Leave of Absence.

17.16: The employee must promptly notify their supervisor of their absence or be subject to discipline.

17.17: Upon termination of employment, an employee with accrued sick hours shall be entitled to receive compensation to a maximum accrual of two hundred and twenty five (225) hours 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 18

HEALTH AND DENTAL CARE, AND LIFE INSURANCE

18.1: Each full time employee shall be eligible to participate 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
Case Management
Precertification
VST - Voluntary Sterilization
FAE - RC - Emergency Room
VCA-80 - Optical Plan

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

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.
- d. Employee plan cost shall be paid by way of payroll deduction.

18.2: 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.

18.3: 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.

18.4: 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.

18.5: A full time employee shall be eligible for term life insurance as follows:

<u>Annual Salary</u>	<u>Benefit</u>
Less than \$20,000	\$15,000
\$20,000 to \$24,999	\$20,000
\$25,000 to \$29,999	\$25,000
\$30,000 to \$34,999	\$30,000
\$35,000 or more	\$35,000

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.

18.6: 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.

18.7: 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. The Employer will notify new employees of all plan benefits upon hire and further advise employees of open enrollment periods and procedure to apply for and modify plan benefits.

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

ARTICLE 19
SERVICE RECOGNITION

19.1: Full time regular employees who are eligible for a lump sum payment in recognition of their years of continual service shall be paid based on the following schedule:

Maximum payment shall not exceed the annual base salary of:

<u>Years of Service</u>	<u>% of Base Salary</u>	<u>Less Than \$25,000</u>	<u>\$25,001 to \$35,000</u>	<u>\$35,001 and Over</u>
5 - 9	2%	\$ 400	\$ 600	\$ 800
10 - 14	4%	\$ 800	\$ 1,200	\$1,600
15 - 19	6%	\$ 1,200	\$ 1,800	\$2,400
20 - 24	8%	\$ 1,600	\$ 2,400	\$3,200
25+	10%	\$ 2,000	\$ 3,000	\$4,000

19.2: 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.

19.3: On or after January 1, 1987, full time regular employees hired shall not be eligible to receive benefits provided for in this Article.

ARTICLE 20 RETIREMENT

20.1: Eligible employees shall participate in the Retirement Plan. The County shall determine eligibility.

20.2: The employee and the County shall make a combined contribution based on the employees gross bi-weekly pay, as a payroll deduction.

20.3: The St. Clair County Retirement Board is comprised in part of elected employee members. The Board, in concert with the County Board of Commissioners, shall determine the plan and operation of the system.

ARTICLE 21 INJURY LEAVE WITH PAY/WORKER'S COMPENSATION

21.1: The County is required by law to participate in a Worker's Compensation Plan.

21.2: When employee's are injured during their scheduled working hours, the alleged injury shall be reported to a supervisor as soon as possible. The supervisor shall complete an accident report on the form provided by the County and submit it to the Personnel Office.

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

21.4: The County shall provide the employee the opportunity to supplement Worker's Compensation from accrued sick days on a leave of absence due to a work related illness or injury. The supplemental compensation shall provide the difference between Worker's Compensation and the employee's normal pay minus Federal,

State, local, and F.I.C.A. taxes. The supplemental compensation shall be deducted from the employee's accrued sick days but in no case exceed the employee's accrued sick days.

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

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

21.7: 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 22
MILEAGE ALLOWANCE AND
EXPENSE REIMBURSEMENT

22.1: Employees who use their personal vehicles on business required by the Employer shall be reimbursed at the maximum non-taxable amount allowed by the Internal Revenue Service.

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

ARTICLE 23
SAFE WORKING CONDITIONS

23.1: The Employer will meet all legal requirements concerning safe working conditions (i.e. OSHA and MIOSHA) and will listen to and consider any employee concerns or suggestions regarding safety.

ARTICLE 24
HOLIDAYS

24.1: Full time employees shall be eligible for holidays established by the Michigan Supreme Court. Should the Michigan Supreme Court or St. Clair County Circuit Court change the schedule in any way, that amended holiday schedule shall prevail and apply and a copy sent to the Union.

24.2: 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.

24.3: All employees regularly scheduled to work on a holiday are required to work unless an absence has been approved by the Employer.

24.4: A paid holiday shall be counted as days worked for the purpose of computing all benefits provided by this Agreement.

ARTICLE 25
STUDENT EMPLOYMENT

25.1: For the purpose of this Agreement, student shall mean an employee who receives credit for graduation or for course completion from an accredited school or college for work performed with the Court, in conjunction with a bonafide co-op or intern program.

25.2: Students as defined herein, shall not be eligible for union membership.

25.3: Students shall not displace or cause the layoff of any regular bargaining unit employee.

ARTICLE 26
SUCCESSOR

26.1: In the event the control and obligation to supervise and oversee the operation of the Friend of Court transfers from the Circuit Court of St. Clair County to any other employer the Circuit Court shall immediately notify the Union of the specific nature and scope of the transfer.

26.2: In the event the County of St. Clair assumes the control and the obligation to supervise and oversee the operation of the Friend of Court and is in fact be recognized to be the sole and exclusive employer of Friend of Court employees, the County shall acknowledge and agree to fulfill the covenants and obligations expressed within the collective bargaining agreement.

26.3: In the event another employer shall assume the control and obligation to supervise and oversee the operation of the Friend of Court and is in fact recognized to be the sole and exclusive employer of Friend of Court employees, that employer shall be bound by the covenants and obligations expressed within the collective bargaining agreement to the extent compelled by law.

ARTICLE 27
WAGES

<u>CLASSIFICATION</u>	<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
<u>01/01/94 - 3% (J.S.O.)</u>						
Account Clerk I	19,549	19,866	20,209	20,924	21,662	
Account Clerk II	22,458	22,857	23,279	24,150	25,048	
Account Clerk III	24,150	24,538	25,048	26,004	27,010	
Secretary	22,458	22,857	23,279	24,150	25,048	
Jud. Serv. Off I	27,491	28,041	28,600	29,774	30,934	32,171
Jud. Serv. Off II	29,370	29,958	30,555	31,778	33,049	34,370
<u>07/01/94- 3% (Clerical)</u>						
Account Clerk I	20,135	20,462	20,815	21,552	22,312	
Account Clerk II	23,132	23,543	23,977	24,875	25,799	
Account Clerk III	24,875	25,274	25,799	26,784	27,820	
Secretary	23,132	23,543	23,977	24,875	25,799	
Jud. Serv. Off I	27,491	28,041	28,600	29,774	30,934	32,171
Jud. Serv. Off II	29,370	29,958	30,555	31,778	33,049	34,370
<u>01/01/95 - 3% (J.S.O.)</u>						
Account Clerk I	20,135	20,462	20,815	21,552	22,312	
Account Clerk II	23,132	23,543	23,977	24,875	25,799	
Account Clerk III	24,875	25,274	25,799	26,784	27,820	
Secretary	23,132	23,543	23,977	24,875	25,799	
Jud. Serv. Off I	28,315	28,882	29,458	30,637	31,862	33,136
Jud. Serv. Off II	30,252	30,856	31,472	32,731	34,040	35,401
<u>07/01/95 - 3% (Clerical)</u>						
Account Clerk I	20,740	21,076	21,440	22,198	22,981	
Account Clerk II	23,826	24,249	24,697	25,621	26,573	
Account Clerk III	25,621	26,032	26,573	27,588	28,655	
Secretary	23,827	24,249	24,697	25,621	26,573	
Jud. Serv. Off I	28,315	28,882	29,458	30,637	31,862	33,136
Jud. Serv. Off II	30,252	30,856	31,472	32,731	34,040	35,401
<u>01/01/96- 3% (J.S.O.)</u>						
Account Clerk I	20,740	21,076	21,440	22,198	22,981	
Account Clerk II	23,826	24,249	24,097	25,621	26,573	
Account Clerk III	25,621	26,032	26,573	27,588	28,655	
Secretary	23,826	24,249	24,097	25,621	26,573	
Jud. Serv. Off I	29,165	29,748	30,342	31,556	32,818	34,130
Jud. Serv. Off II	31,159	31,782	32,416	33,713	35,061	36,463
<u>07/01/96 - 3% (Clerical)</u>						
Account Clerk I	21,362	21,708	22,083	22,864	23,671	
Account Clerk II	24,540	24,976	25,438	26,389	27,371	
Account Clerk III	26,389	26,813	27,371	28,415	29,515	
Secretary	24,540	24,976	25,438	26,389	27,371	
Jud. Serv. Off I	29,165	29,748	30,342	31,556	32,818	34,130
Jud. Serv. Off II	31,159	31,782	32,416	33,713	35,061	36,463

01/01/97- 3% (J.S.O.)

Account Clerk I	21,362	21,708	22,083	22,864	23,671	
Account Clerk II	24,540	24,976	25,438	26,389	27,371	
Account Clerk III	26,389	26,813	27,371	28,415	29,515	
Secretary	24,540	24,976	25,438	26,389	27,371	
Jud. Serv. Off I	30,040	30,640	31,252	32,503	33,803	35,154
Jud. Serv. Off II	32,094	32,735	33,079	34,724	36,113	37,557

07/01/97 - 3% (Clerical)

Account Clerk I	22,003	22,359	22,745	23,550	24,381	
Account Clerk II	25,276	25,725	26,201	27,181	28,192	
Account Clerk III	27,181	27,617	28,192	29,267	30,400	
Secretary	25,276	25,725	26,201	27,181	28,192	
Jud. Serv. Off I	30,040	30,640	31,252	32,503	33,803	35,154
Jud. Serv. Off II	32,094	32,735	33,079	34,724	36,113	37,557

ARTICLE 28
TERM OF AGREEMENT

28.1: This Agreement shall be in force from January 1, 1994 through and including December 31, 1997. Be it provided, however, that economic conditions shall be implemented upon execution of the Agreement as established by the signatures below or as provided by the Agreement.

28.2: It shall be the exclusive responsibility, authority and prerogative of the union to notify the Employer of its desire to amend or modify the Agreement upon its expiration. Such notice shall be made in writing to the Friend of Court with a copy to the County Personnel Director within the period October 1, 1997 through and including December 31, 1997 or the bargaining unit 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 this Agreement, the entire Agreement 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.

IN WITNESS WHEREOF, the parties here to have executed the Agreement this _____ day of _____, 1994.

FOR THE UNION

FOR THE FRIEND OF COURT

Chief Circuit Judge

Friend of Court

Chairperson, Board of
Commissioners

County Clerk

LETTER OF UNDERSTANDING
ARTICLE 14
HOURS - WORKDAY - WORKWEEK

The Friend of Court, the County of St. Clair along with the Friend of Court Employees - SEIU hereby establish and agree with regard to Flex Time. The parties may, upon mutual agreement, establish non-traditional office hours to provide better service to the public. In the event such hours are desired, the parties shall select no more than four (4) representatives each for the purpose of rescheduling and discussing non-traditional hours.

FOR THE UNION

FOR THE COUNTY

Date

Date

LETTER OF UNDERSTANDING
REGARDING
ARTICLE 27 - WAGES

The Friend of Court Employees - S.E.I.U. and the Friend of Court and County of St. Clair hereby establish and agree the salary levels reflected in Article 27 - Wages are and shall be provided retroactively for 1994.

FOR THE UNION

FOR THE COUNTY

Date

focfin.pro

Date

RESOLUTION 95-1

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

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

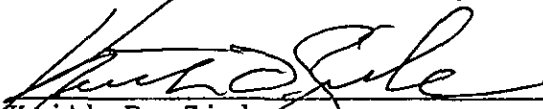
WHEREAS, St. Clair County has authority and responsibility to bargain on matters of wages and working conditions; and


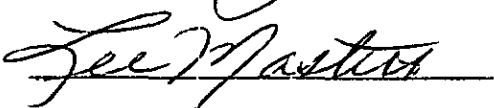
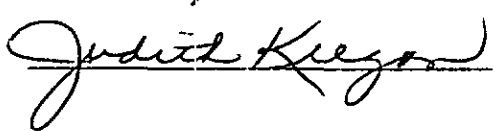
WHEREAS, the parties have collectively bargained mutually acceptable terms and conditions.

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

DATED: January 25, 1995

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

AND

ST. CLAIR COUNTY PROFESSIONAL NURSES
ASSOCIATION - MICHIGAN NURSES ASSOCIATION

JANUARY 1, 1994

THROUGH

DECEMBER 31, 1997

AGREEMENT, MAINTENANCE OF AGREEMENT, AND SAVING CLAUSE

This Agreement, made and entered into this first day of January, 1994 between the Board of Commissioners of the County of St. Clair, State of Michigan, hereinafter referred to as the "Employer" and the Michigan Nurses Association and its affiliate the St. Clair County Registered Professional Nurses Staff Council, hereinafter referred to individually or collectively as the "Association".

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

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

PURPOSE AND INTENT

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

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

ARTICLE 1

RECOGNITION

Association Recognition

1.1: The Employer hereby recognizes the Michigan Nurses Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965 of the State of Michigan, for a unit consisting of all registered nurses employed

by the Employer but excluding supervisors as defined in the Act, and excluding all other employees, for purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

Temporary Permit Employees

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

Classifications and Positions

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

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

1.4: The Public Health Department shall be entitled to subcontract nurses, provided subcontracted nurses do not exceed 20% of the total number of nurses paying union dues and/or service fees. The Association recognizes that the Employer may subcontract an unlimited number of employees to meet day to day staffing needs in the case of an emergency.

ARTICLE 2

ASSOCIATION SECURITY

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

2.2: Regular employees newly hired after the date of ratification of this Agreement shall be required as a condition of continued employment, after the end of thirty-one (31) days employment with the Employer, and subject to Section 3 below, to become and remain members of the Association or to pay a service fee to the Association during the life of this Agreement. Temporary employees shall not be subject to representation or dues deduction for the first three (3) months of temporary employment.

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

2.4: The County or the Association, as the case may be, shall inform the other that a nurse entitled to representation declines to tender dues or service fee to the Association. The Association, the County and the nurse shall meet to discuss the matter. In the event the Association determines the nurse lacks an adequate reason for failing to provide either dues or service fee to the Association, the employment of the nurse shall be terminated by the County without undue delay.

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

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

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

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

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

2.10: Dues (service fees) deducted shall be sent to the Association at its office location or as otherwise designated by the Association.

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

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

AUTHORIZATION FOR PAYROLL DEDUCTION

BY: _____
 Last Name First Name

I hereby authorize St. Clair County to deduct bi-monthly from my earnings a sufficient amount to provide for the regular payment of membership dues (service fees) established from time to time by the Association in accordance with its Constitution and Bylaws. The sums deducted are hereby assigned by me to the Michigan Nurses Association in such a

manner as may be agreed upon between my Employer and the Michigan Nurses Association at any time while this authorization is in effect.

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

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

License Number

Social Security Number

Signature

Date

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

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

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

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

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

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

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

ARTICLE 3

MANAGEMENT RIGHTS

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

ARTICLE 4

NON-DISCRIMINATION

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

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

ARTICLE 5

REPRESENTATION

Professional Committee

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

Committee Member Notification

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

Grievances - Released Time

5.3: The PR & R Committee members shall, without loss of pay, be permitted to leave their work during regular working hours, for purposes of investigating and presenting grievances to the County, Collective Bargaining, or special conferences after arrangements have been made with the Director of Nurses. Representation of employees shall not unduly disrupt the operation of the department. Requests for time to investigate and present grievances shall not be unreasonably denied.

Grievance Adjustment

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

Travel Time

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

Representation Changes

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

ARTICLE 6

SPECIAL CONFERENCES

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

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

ARTICLE 7

PROFESSIONAL MEETINGS

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

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

ARTICLE 8

GRIEVANCE PROCEDURE

8.1: DEFINITIONS

- a. A grievance is a dispute or complaint alleging violation, misapplication or misinterpretation of the Collective Bargaining Agreement or a policy of the County in conflict with the expressed or implied provisions of the Collective Bargaining Agreement.
- b. An aggrieved employee or grievant is the employee with a grievance. The employee Grievant shall be entitled to be present at all steps of the grievance procedure.
- c. Days shall mean calendar days excluding Saturdays, Sundays and holidays.
- d. A proper grievance shall include all of the following: 1) signature of the Grievant(s), who may be representative of a class or group of employee similarly affected 2) specific statement of the allegation including reference to contract provision or policy at issue, 3) date of occurrence, 4) signature of local representative acting as steward and 5) Remedy or relief sought. An improper grievance shall not be processed through the grievance procedure.

8.2: STEP 1

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

8.3: STEP 2

- a. Grievances shall be considered settled at Step 1 unless reduced to writing on appropriate forms signed by the aggrieved nurse and delivered to the office of the Administrative Director within five (5) working days after the meeting or adjourned meeting at Step 1.

- b. The designated Association representatives and the grievant, shall not suffer any loss of pay while meeting with the Employer on the matter.
- c. The Administrative Director shall have five (5) working days to answer the grievance in writing.

8.4: STEP 3

- a. Grievances shall be considered settled at Step 2 unless written notice is delivered to the Personnel Director within five (5) calendar days after completion of Step 2.
- b. Such notice shall contain a request by the Association that a hearing be scheduled at the earliest mutually convenient date of the delivery of said notice for the disposition of said grievance. At such hearing, both the Association and the Employer may request the presence of any and all parties who have been involved in the grievance up to this step.
- c. At such hearing(s) the Employer may be represented by its designated representatives and the Association may be represented by its designated representatives and non-employee Association representative, as is appropriate. The Association representatives and the Grievant, and such witnesses who may be employees of the Employer shall suffer no loss of pay as the result of their presence at the meeting.
- d. The designated representative of the Employer shall deliver the opinion of the Employer, relative to the grievance to the Association, in writing within five (5) working days following the hearing.

- e. If additional time is deemed necessary to properly investigate matters relative to the grievance at any step outlined above, such additional time may be granted only if mutually agreed upon between the Association and the Employer, and confirmed in writing.
- f. It is agreed that Saturday, Sunday, and holidays shall not be counted in computing time limits provided herein.

8.5: STEP 4

- a. In the event the Association determines to pursue the matter to arbitration, it shall within thirty (30) calendar days notify the Personnel Director in writing of its intent to arbitrate the issue. The Arbitrator shall be selected from the American Arbitration Association, federal mediation and conciliation service or as may be otherwise mutually agreed upon by the parties.
- b. The fees and expenses of the Arbitrator shall be borne equally by the parties. All other expenses of arbitration shall be borne by the party incurring such expenses.
- c. It is understood that the word "Association" as used in Section 8.4: a above means the Michigan Nurses Association exclusive of the St. Clair County Registered Nurses Staff Council.
- d. The Arbitrator shall have powers as hereby limited after due investigation, to make a decision in cases of alleged violations, misinterpretations, or misapplication of a specific Article and Section of this Agreement.
- e. The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

ARTICLE 9

WITHHOLDING OF PROFESSIONAL SERVICES

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

9.2: Adequate procedures provide for the equitable settlement of grievances arising under this Agreement. The Association, and the members of the bargaining unit under this Agreement will not

engage in or encourage any strike, sit-down, stay-in, slow-down, or other similar action which would interfere with the treatment and welfare of the patients or the services of the Department.

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

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

ARTICLE 10

ROLE OF THE PUBLIC HEALTH NURSE

10.1: The Health Department as a community agency and the professional registered nurses share the common responsibility of providing to the public who require it, nursing care which is safe and adequate.

10.2: Public Health Nurses work as members of the health care team to further community health. They utilize the philosophy, content and methods of both professional nursing and public health. Public Health Nurses participate in the diagnosis, planning and treatment of community health needs. They provide nursing services to individuals and families at home, at school, at work and in hospitals, clinics and other settings. Public Health Nurses participate in educational programs for nurses, community groups, co-workers in public health and allied professions. In all care delivered by Public Health Nurses, they emphasize health promotion, maintenance of health and the prevention of disease and disabling conditions. Comprehensive care is given which includes assessment of the family unit as well as the individual. Emphasis is also placed on rehabilitation of the sick and disabled.

10.3: Public Health Nurses serve as coordinators of care bringing together the professional and non-professional workers involved to insure continuity and access to care. Public Health Nurses assist in community assessment and planning of health care programs.

10.4: The parties agree that filing, typing, and other clerical functions are not the routine responsibility of Public Health Nurses. Further, except in the case of emergencies, nurses shall not be required to assume work assignments so large that client needs and public health are threatened.

ARTICLE 11

SENIORITY AND PROBATION

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

- a. Full time nurses shall accumulate seniority from their last date of full time hire. Seniority shall be computed on the basis of full time service, unless otherwise abridged by this Agreement.
- b. Part time nurses shall accumulate seniority based on the total number of actual hours worked from their last date of hire as a part time employee.
- c. A regular employee is a nurse employed in a position funded for an indefinite period of time greater than six (6) months.
- d. A temporary employee is a nurse hired for a predetermined period of time not to exceed six (6) months or as a substitute for a regular employee on leave of absence regardless of duration. A temporary employee shall not be eligible to accrue seniority nor be eligible for fringe benefits. The temporary employee who becomes a regular employee shall be entitled to seniority and fringe benefits beginning upon the date of regular employment.

11.2: Full or Part Time Status Change

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

- a. A full time nurse who becomes part time, shall have their length of service converted into hours based on 1,950 annual hours ~~whichever may apply.~~
- b. A part time nurse who becomes full time, shall have their seniority date established by computing their total actual accumulated hours of work while part time into years, months, and days.
- c. The same formula as provided above shall apply, should a nurse's status change regardless of the number of times.

11.3: Loss of Seniority

A nurse shall lose seniority for the following reasons:

- a. Quits.

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

11.4: Probationary Period

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

11.5: Probationary Period Extension

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

11.6: Probationary Period Evaluation

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

11.7: Probationary Release

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

11.8 Seniority Lists

An updated seniority list shall be provided to the staff council chairperson upon request.

ARTICLE 12

MAINTENANCE OF DISCIPLINE

12.1: Registered Nurses employed by the County and covered by this Agreement will abide by such standards of professional conduct so that the efficient operation of the agency is maintained.

12.2: Any discipline of a nurse that does not warrant discharge or a summary discipline will be of a corrective nature and will be based on a verbal warning followed by a written warning before the nurse is disciplined. While the Employer shall endeavor to administer progressive discipline, nothing shall prohibit discipline at any level appropriate to the circumstances.

12.3: Any discipline issued to an employee shall be the subject of the grievance procedure. It is noted that counseling is not considered discipline, unless stipulated in writing as an oral reprimand.

12.4: The County shall provide thirty (30) days advance notice of a change in departmental rules or policy governing personal conduct. It is recognized that an emergency or unforeseen circumstance or events outside the County's control may prohibit timely notice. In such a case, this provision shall not be considered to have been violated. Either party shall be entitled to request a meeting to discuss the rule(s) or policy.

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

12.6: The County shall provide the Association and the Staff Council Chapter Chairperson with a copy of written employee discipline within seven (7) days of its effective date.

12.7: A nurse who does not notify the department head of the reason for an absence within two days of a scheduled workday, shall be notified that all seniority has been lost and that employment has been terminated, unless the employee can prove extenuating circumstances that prohibited notification of the Employer.

ARTICLE 13

PROMOTIONS AND TRANSFER

13.1: Posting of Vacancies

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

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

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

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

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

13.4: The County shall not be prohibited or restricted from recruiting nurses from among non-bargaining unit members simultaneous to posting the job vacancy within the bargaining unit. A bargaining unit member vacancy candidate who meets or exceeds the qualifications of the position shall be awarded a trial period.

Method of Evaluation

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

- a. Length of service - seniority;
- b. Knowledge, training, ability, skill and efficiency, which may be rated by the Director of Nursing so long as such rating is done in an objective and measurable system;

- c. Physical fitness by medical certificate;
- d. Attendance record;
- e. Education.

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

13.7: Trial Period

A trial period shall be provided as follows:

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

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

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

13.8: Emergency Transfers

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

13.9: Positions Outside Professional Unit

If a nurse is transferred to a position in the County not included in the bargaining unit, or to a position in the unit not covered by this Agreement, and thereafter returns within one (1) year to a position within the unit covered by this Agreement, the nurse will accumulate seniority while working in the position to which the nurse was transferred. Nurses transferred under the above circumstances, upon returning to a position within the unit covered by this Agreement, shall be entitled to include their total seniority time for the purpose of determining their rights to any future benefits provided other nurses in the unit, in accordance with the provisions of this Agreement.

ARTICLE 14

TERMINATION OF EMPLOYMENT

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

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

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

ARTICLE 15

HOURS OF WORK AND OVERTIME

15.1: Traditional Hours of Work

The normal work day shall consist of seven and one half (7 1/2) hours. The normal work week shall consist of thirty-seven and one half (37 1/2) hours. The normal days of operations of the Public Health Department shall be 8:00 AM to 4:30 PM Monday through Friday. The normal hours of operation shall be established by mutual agreement. In the event the normal days of operation are modified or changed as a result of collective bargaining with any other bargaining unit representing Public Health Department employees, the County and the Association shall expeditiously enter into collective bargaining in an effort to achieve conformity in the normal days of operation.

15.2 Non-Traditional Hours of Work

Should the County determine to change the daily operating hours of an existing special program or clinic to non-traditional operating hours, the change shall be implemented in the following manner.

- a. The County shall meet with the Association Staff Representative, a local representative and the affected nurse to discuss the hours of work and other working conditions, as well as the circumstances and documentation necessitating the change in operational hours.
- b. In the event the affected nurse declines to accept the change in hours of work, the County shall recruit the work as a job posting to members of the bargaining unit. The incumbent nurse may be required to work the non-traditional hours until such time as a replacement nurse is appointed when circumstances warrant. The incumbent nurse shall be entitled to accept a layoff rather than work the hours. The most senior qualified nurse making application shall be appointed to the position.

- c. The incumbent nurse shall be entitled to transfer to the position of the replacement nurse, provided the incumbent is qualified. In the event the position of the replacement nurse is a change in part time or full time status, the incumbent nurse shall be eligible for fringe benefits consistent with the status of the new position.
- d. In the event no qualified nurse applies for the position, the County shall be entitled to recruit the position externally. The incumbent nurse shall be required to work the traditional hours of work if circumstances warrant or the nurse shall be laid off.
- e. When a qualified external candidate is appointed to the position, the incumbent shall be entitled to displace the least senior nurse whose work the incumbent nurse is qualified to perform or to accept a lay off. Be it provided that the incumbent nurse shall only be entitled to displace a less senior consistent with the terms and conditions of Article 34 - Layoff and Recall.

The daily operating hours of a new special program or clinic shall be recruited in accordance with Article 13 - Promotions and Transfer.

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

15.4: Hours of Work and Operation

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

- a. Each nurse working six (6) or more consecutive hours shall be entitled to two (2) fifteen (15) minute breaks, one in the first half of their shift, and one in the second half of their shift, as scheduled or designated by the supervisor.
- b. Nurses who work less than six (6) hours shall be entitled to a fifteen (15) minute break at the midpoint of their regular workday.
- c. Each nurse working at least six (6) hours a day shall be entitled to a one (1) hour unpaid lunch period.

- d. The County shall be entitled to establish non-traditional operational hours in order to better provide services to the public. The County shall post a notice of the schedule available, the required qualifications and any other relevant information regarding the assignment. The most senior qualified nurse who volunteers to work the scheduled hours shall be scheduled. In the event no qualified nurse makes request, the Nursing Director shall be entitled to appoint or hire a nurse to work the scheduled hours.

15.5: Overtime

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

- a. All work performed in excess of their normally scheduled hours in a day or a week except in conjunction with non-traditional operational hours. Be it provided that a full time nurse required to temporarily work non-traditional working hours shall be entitled to overtime compensation for all hours worked outside their normal scheduled hours of work. The full time nurse who volunteers to temporarily work non-traditional working hours shall not be entitled to overtime compensation.
- b. A nurse shall not have overtime compounded by applying daily and weekly overtime in the same instance.
- c. All work performed by nurses on the sixth (6th) day at 1 1/2 times, irrespective of the total hours for the week.
- d. All work performed by nurses on the seventh (7th) consecutive workday or shift shall be compensated at a rate of twice the base hourly rate.
- e. Any nurse called to work before the start of their regular shift shall receive time and one-half (1 1/2) for the time worked prior to their normal start only.
- f. On a call back, a nurse reporting for overtime shall be guaranteed at least three (3) hours pay at the rate of time and one-half (1 1/2).

15.6: Scheduling Overtime

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

15.7: Overtime Notice

No nurse shall be required to work overtime without reasonable notice.

15.8: Compensatory Time

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

15.9: On Call Provision (Weekends)

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

15.10: On Call Provision (Holidays)

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

ARTICLE 16

PAY ADVANCE

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

ARTICLE 17

PART TIME NURSES

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

1. Be paid at the same hourly rate as a full time nurse employed in the same job classification.

2. All nurses, who are members of the bargaining unit shall be advanced on the salary schedule by one step per year of service.
 3. Be paid for holidays worked on the same basis as full time employees.
 4. Be provided vacation as set forth in Article 21 - Vacations.
 5. Be provided the uniform allowance as set forth in 18.1 through 18.4.
 6. Be provided leave of absence as set forth in 23.1 through 23.3.
 7. Be provided injury leave (worker's compensation) as set forth in 25.1 through 25.4.
 8. Be provided mileage as set forth in 19.1 through 19.5.
 9. Be provided educational courses as set forth in 27.1 through 27.4.
 10. Be provided the health program as set forth in 26.1 through 26.5.
 11. Be provided the liability insurance as set forth in 37.1.
 12. Be provided the hospital-medical insurance as set forth in 28.1:d.
 13. Be provided the life insurance as set forth in 28.5.
 14. Be provided the dental insurance as set forth in 28.2.
- 17.2: Nurses who assumed part time status prior to January 1, 1975 shall:
1. Receive vacations in accordance with Article 21 - Vacations, if normally scheduled to work half time or less. In the event the nurse is normally scheduled to work more than half time, the nurse shall be entitled vacation based upon seventy-five percent (75%) of the full time schedule.
 2. Receive sick days based upon normally scheduled hours. A nurse who works half time or less shall be entitled to accrue one half (1/2) day a month. A nurse who works more than half time shall be entitled to accrue three-fourth (3/4) days a month.
 3. Receive dental insurance at consistent with a full time.
 4. Receive holiday pay as provided for full time nurses.

5. Receive hospitalization and life insurance at no the premium cost to the nurse. The nurse shall not be eligible for non-participation compensation.

ARTICLE 18

UNIFORM ALLOWANCE

18.1: Each full time nurse shall be entitled to \$370 uniform allowance in a calendar year so long as the employee is required to wear a uniform.

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

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

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

ARTICLE 19

MILEAGE

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

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

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

ARTICLE 20

HOLIDAYS

20.1: One day time off will be granted to registered professional nurses for the following legal holidays, established by the Employer. In the event the Michigan Supreme Court should establish a different holiday schedule, that schedule shall become the holiday schedule.

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

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

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

20.4: Holidays not worked

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

20.5: Holidays worked

- a. Full time nurses who are scheduled to work and work the day designated as a holiday shall be paid at two and one half (2 1/2) times their regular straight time hourly rate for the hours actually worked. Such rate shall be in lieu of and not in addition to holiday pay for holidays not worked, except that when an employee works less than seven and one-half (7 1/2) hours on a holiday and is otherwise eligible for holiday pay, shall receive the balance of the seven and one-half (7 1/2) hours not worked.

- b. Part time nurses hired prior to January 1, 1975 shall be eligible for two and one half (2 1/2) times their regular straight pay under the same limitations and regulations as a full time nurse.
- c. Part time nurses hired on or after January 1, 1975 who are scheduled to work seven and one-half (7 1/2) on a holiday, shall be paid at two (2) times their regular hourly rate. However, part time nurses shall not be scheduled less than seven and one-half (7 1/2) or eight (8) hours on holidays to avoid such payment for working on holidays.

20.6: Holiday in Vacation

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

20.7: Holiday-Leave of Absence or Layoff

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

20.8: Holiday Hours Paid

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

20.9: Personal Day

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

ARTICLE 21
VACATIONS

21.1: Nurses shall be entitled to vacation to the following schedules:

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

21.2: Employees who have satisfactorily completed their probationary period shall be entitled to a week of vacation after six (6) months of employment.

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

21.4: An employee shall not be entitled to use more days than have been earned or in advance of days to be credited. Vacation days shall not be used prior to their being credited or beyond the number of those days accumulated.

21.5: Effective January 1, 1996 employees shall be allowed to maintain a maximum accrual of thirty (30) days vacation.

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

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

21.8: Upon termination or retirement the employee, or upon death the employee's beneficiary, shall be paid for all unused days and a prorated payoff of vacation time from their date of separation retroactive to their last anniversary of employment.

ARTICLE 22
JURY DUTY, COURT TIME

22.1: Jury Duty - Notification

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

22.2: Jury Pay Supplement

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

22.3: Jury Duty - Accrued Time

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

22.4: Court Time

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

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

ARTICLE 23

LEAVES OF ABSENCE

23.1: Leaves of absence for reasonable periods, not to exceed one year or in compliance with applicable law will be granted without loss of seniority for:

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

SECTION 2

An employee may be entitled to a leave of absence under the Family and Medical Leave Act of 1993. Notice to employees of their rights under the ACT and a fact sheet shall be provided the employee in a reasonable method and manner. Leave taken under the ACT will be taken consistent with the ACT, this provision and the policy of the Court and County.

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

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

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

23.3: All leaves based upon illness, shall be supported by a statement from the attending physician when requested by the Employer.

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

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

23.6: A nurse shall not be entitled to return to work from a leave due to illness without medical verification of recovery from the attending physician, and may be subject to Section 4. In the event the Employer places the nurse on an involuntary medical leave such leave shall be paid consistent with the nurse's normal pay and benefits.

23.7: A nurse who engages in employment without the Employer's permission while on a medical leave of absence, including while receiving workers compensation shall be subject to discharge.

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

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

23.10: Under no circumstances shall an employee be granted a leave of absence for the purpose of engaging in employment with another employer. A nurse on an educational leave of absence shall be entitled to perform work for another employer provided the nurse has been granted prior approval by the County.

23.11: Employees who are in some branch of the Armed Forces, Reserves, or the National Guard will be paid the difference between their reserve pay and their regular pay with the Employer when they are on full time active duty, provided proof of service and pay is submitted. The County will comply with all the rights and provisions of the Universal Military Act and any other or subsequent Federal or State Legislature or Regulation affecting the employment and re-employment of members or former members of the bargaining unit and the County's employ.

ARTICLE 24

SICK DAYS AND DISABILITY INSURANCE

24.1: 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.

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

24.3: An employee shall be eligible to use sick days, upon satisfactory completion of the probationary period, for personal illness or serious or critical illness to their spouse, parent or child. The employee shall also be eligible to use up to a maximum of five (5) sick days as funeral leave to a member of the immediate family as defined and limited: Mother, father, step-parents, brother, sister, wife or husband, son or daughter, step children, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, niece, nephew, aunt and uncle. The employee shall be required to provide

proof of illness to spouse, parent or child and/or death of immediate family member.

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

24.5: The County may place an employee whose attendance is questionable and 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 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.

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

24.7: 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.

24.8: 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.

24.9: 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.

24.10: 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.

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

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

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

24.14: An employee on an approved disability leave using sick days, salary continuation or disability insurance shall be subject to all the provisions of Article 23 - Leave of Absence.

24.15: The employee must promptly notify their supervisor of their absence or be subject to discipline.

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

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

24.17: Upon implementation an employee who has an accrual of more than thirty (30) sick days shall be compensated for all those sick days beyond thirty (30) days at 50% of the monetary value of the days.

ARTICLE 25
INJURY LEAVE
(Worker's Compensation)

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

25.2: That pay which supplements Worker's Compensation benefit pay, to provide normal pay minus taxes, shall be deducted from accumulated sick days at a ratio of one (1) sick day for each three (3) days of worker's compensation.

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

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

ARTICLE 26

HEALTH PROGRAM

26.1: Physical Examination

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

26.2: Tuberculosis Control

The parties shall comply with all standards and practices governing and regulating the control of tuberculosis testing and exposure in the work place. In this effort the parties shall strictly adhere to all applicable laws (including O.S.H.A. regulations) and accepted health standards and practices.

As part of the employment physical evaluations, a baseline TB skin test will be done on all new employees unless not indicated in accordance with TB program guidelines. All other employees will be given TB skin tests according to their risk of exposure annually.

26.3: Immunization

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

ARTICLE 27

EDUCATIONAL COURSES

27.1: Course Eligibility

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

27.2: Letter of Application

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

27.3: Approval of Application

Approval of the nurse's application by the department head will permit the course or courses and assure reimbursement from the Employer as funds allow as determined by the Director of Nursing.

27.4: Reimbursement

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

ARTICLE 28

HEALTH CARE, LIFE AND DENTAL INSURANCE

28.1: Each full time and part time employee regularly scheduled to work twenty (20) or more hours in a week shall be eligible to participate the comprehensive medical and hospitalization PSG 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 (P.P.O)
Master Medical Option 1 \$100/\$200 80%/20% URC 50%/50% Psych.
Case Management
Precertification

VST - Voluntary Sterilization
FAE - RC - Emergency Room
VCA-80 - Optical Plan

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

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.
- d. Part time nurse(s) regularly scheduled to work twenty (20) or more hours in a week hired on or after January 1, 1975 shall pay the entire premium cost for the entire plan to be eligible for coverage.

28.2: 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.

28.3: 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.

28.4: Dental Coverage

The County shall, upon the earliest date following ratification, provide full time employees with the plan 100/50/50 dental insurance with a carrier of the County's choosing. Part time nurse(s) regularly scheduled to work twenty (20) or more hours in a week hired on or after January 1, 1975 shall pay the entire premium cost for the entire plan to be eligible for coverage.

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.

28.5: The Employer will provide upon earliest implementation a \$35,000 group life insurance plan for qualified insurance employees as the core option. Part time nurse(s) regularly scheduled to work twenty (20) or more hours in a week hired on or after January 1, 1975 shall pay the entire premium for the entire plan to be eligible for coverage. Note: Employer offers the bargaining unit the option to substitute \$30,000 with A.D. & D. This is not an individual 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.

28.6: 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.

28.7: 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.

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

ARTICLE 29

RETIREMENT PLAN

29.1: All full time regular employees and part time regular employees working at least one thousand (1000) hours in a calendar year shall, upon their date of hire, participate in the St. Clair County Employees Retirement Plan. The part time employee shall be required to work the same number of annual hours as a full time employee to acquire a year of retirement service credit. Once qualified to participate, the part time employee shall be required to participate thereafter regardless of the number of hours worked in a calendar year.

29.2: The County shall determine the level of funding necessary to assure and maintain the financial stability of the system. Each employee shall contribute five percent (5%) of their total gross wages by way of biweekly payroll deduction.

29.3: 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.

29.4: 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 and each year thereafter, the multiplier shall be retroactive to the first year. The multiplier maximum accrual shall not exceed sixty-nine and six tenths percent (69.6%).

29.5: A retiring employee shall be eligible to participate in the health care program established by the retirement plan upon attaining eleven (11) years of service. An employee with eleven (11) years of service but less than twenty (20) shall prepay the

total premium cost established by the plan. Employees with twenty (20) or more years shall not be required to pay the premium for basic coverage.

29.6: 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.

29.7: Individual bargaining unit members employed as of December 31, 1993 shall be entitled to select either the plan provided herein or maintain the plan in affect prior. Bargaining unit members employed or reemployed on or after December 31, 1993 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 30

USE OF FACILITIES

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

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

ARTICLE 31

PROFESSIONAL NEGOTIATION PROCEDURE

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

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

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

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

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

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

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

ARTICLE 32
SERVICE RECOGNITION

32.1: The County shall recognize years of continuous service of full time nurses hired before December 14, 1994 by providing the following maximum payment:

<u>Years of Service</u>	<u>Full Time Emp. Max. Payment</u>	<u>Part Time Employees Max. Payment</u>
5 - 9	\$ 500	\$ 250
10 - 14	\$1000	\$ 500
15 - 19	\$1500	\$ 750
20 - 24	\$2000	\$1000
25+	\$2500	\$1250

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

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

ARTICLE 33
SPECIAL PREMIUMS

33.1: A premium of twenty-five cents (\$.25) per hour additional shall be paid to nurses designated as Nursing Coordinator.

ARTICLE 34

LAYOFF AND RECALL

34.1: Definition

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

34.2: Notice to the MNA

When a layoff is determined to be necessary by the Employer, the Union shall be notified promptly. The Union may request to meet with the Employer prior to implementing a layoff. The Employer shall not be prohibited or constrained from instituting a layoff on the basis of attempting to facilitate a meeting.

34.3: Method of Layoff

The County shall determine where a layoff(s) shall occur. Layoff shall be to the least senior nurse(s) first, provided the more senior nurse possesses the ability to perform the remaining work.

The senior nurse(s) shall be granted a thirty (30) calendar day trial period to establish and confirm their ability to perform the work and to receive orientation.

34.4: Layoff Non-Seniority Nurse

In the event of a layoff, a nurse who may be temporary or probationary, or licensed by temporary permit shall be laid off before any seniority employee. Seniority employees who are displaced may in turn displace any probationary, temporary or temporary permit nurse within the department so long as such displacement is not to a higher classification. If there are no probationary, temporary, or temporary permit nurses the displaced employee may displace any less senior employee in the department so long as such displacement is not to a higher classification.

34.5: Displacement

A nurse who is scheduled for layoff shall be entitled to displace a nurse with lesser seniority provided;

- a. The more senior nurse in an equivalent or higher paying classification.
- b. The more senior nurse possesses the ability to perform the work.

- c. A full time nurse shall be entitled to displace a part time nurse, or accept a layoff at the nurse's exclusive option.
- d. A part time nurse with sufficient seniority to displace a full time employee shall be required to work full time or be laid off.

34.6: Employee Notice

Employees to be laid off will have no less than fourteen (14) calendar days written notice of layoff. The Union will be provided a copy of the layoff notice given to each employee.

34.7: Layoff Not Grievable

The method of layoff, insofar as it does not violate any provision herein, shall not be subject to the Grievance Procedure.

34.8: Voluntary Furlough

When a layoff is necessary, nothing shall prevent a nurse from volunteering for a layoff. Be it provided the Employer shall have exclusive authority to approve or deny a request for voluntary furlough. The furloughed employee shall assume the seniority of the employee who would have been laid off for the purpose of determining recall order only.

34.9: Seniority and Benefits

During the period of layoff, an employee shall accrue no seniority nor be eligible for any fringe benefits in except accordance with applicable law.

34.10: Accrued Days

The laid off Nurse shall have exclusive responsibility to elect:

- a. Payment for accrued vacation and sick days consistent with the terms and conditions of Article 21 - Vacations and Article 24 - Sick Days; or
- b. Retain accrued vacation and sick days until either recalled or expiration of the one (1) year layoff period.

Be it provided that retained days shall:

- a. Accrue no interest.
- b. Be paid at the rate in affect upon layoff.

- c. Be paid after the expiration of the one (1) year layoff period.

34.11: Recall

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

34.12: Seniority and Benefits Upon Recall

Upon return to work, the Employer shall calculate the employee's adjusted seniority date. The adjusted seniority date shall recognize seniority for the period prior to layoff only. The adjusted seniority date shall be applicable for calculating all provisions, economic and non-economic of the Collective Bargaining Agreement.

34.13: Failure to Return

A nurse who fails to be recalled to work within forty (40) months of layoff or refuses to accept a suitable offer of work shall have their employment terminated.

34.14: A nurse on layoff who takes other employment shall not lose status as an employee until the layoff has been in effect for forty (40) months.

ARTICLE 35

SAFETY AND HEALTH

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

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

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

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

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

ARTICLE 36

EMPLOYEE RECORDS REVIEW

36.1: In accordance with all applicable statutes an employee shall have the right to review the content of their employee record file maintained at the County Personnel Office. The Employer shall provide a location away from public view and during normal working hours.

ARTICLE 37

EMPLOYEE LIABILITY

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

ARTICLE 38

TERM OF AGREEMENT

This Agreement shall be in effect and become operative on January 1, 1994 and shall continue in operation and effect through December 31, 1997. If either party hereto desires to terminate, modify, or amend this Agreement it shall, at least sixty (60) days prior to December 31, 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 January 1, 1998 subject to termination or modification, thereafter by either party upon sixty (60) days written notice.

In witness whereof, the parties hereto have executed this

_____ day of _____ 1994.

MICHIGAN NURSES ASSOCIATION

THE COUNTY OF ST. CLAIR, MI

Chairman, Board of
Commissioners

County Clerk

ARTICLE 39

WAGESEffective: January 1, 1994 - 3%

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
RN	\$14.14	14.71	15.31	15.90	16.55
PHN I	14.37	14.96	15.54	16.17	16.82
PHN II	15.91	16.55	17.22	17.90	18.61
OB/GYN N.P.	18.15	18.89	19.62	20.41	21.22
FAMILY PRACT./	22.16	23.05	23.97	24.93	25.92
PEDIATRIC NURSE PRACTITIONER					

Effective: January 1, 1995 - 3%

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
RN	\$14.56	15.15	15.77	16.38	17.05
PHN I	14.80	15.41	16.01	16.66	17.32
PHN II	16.39	17.05	17.74	18.44	19.17
OB/GYN N.P.	18.69	19.46	20.21	21.02	21.86
FAMILY PRACT./	22.82	23.74	24.69	25.68	26.70
PEDIATRIC NURSE PRACTITIONER					

Effective: January 1, 1996 - 3%

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
RN	\$15.00	15.60	16.24	16.87	17.56
PHN I	15.24	15.87	16.49	17.16	17.84
PHN II	16.88	17.56	18.27	18.99	19.75
OB/GYN N.P.	19.25	20.04	20.82	21.65	22.52
FAMILY PRACT./	23.51	24.45	25.43	26.45	27.50
PEDIATRIC NURSE PRACTITIONER					

Effective: January 1, 1997 - 3%

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
RN	\$15.45	16.07	16.73	17.38	18.09
PHN I	15.70	16.35	16.98	17.67	18.38
PHN II	17.39	18.09	18.82	19.56	20.34
OB/GYN N.P.	19.83	20.64	21.44	22.30	23.20
FAMILY PRACT./	24.22	25.18	26.19	27.24	28.33
PEDIATRIC NURSE PRACTITIONER					

LETTER OF UNDERSTANDING
REGARDING
ARTICLE 15 - WORKING HOURS AND OVERTIME

The County of St. Clair and the Professional Nurses Association - MNA hereby establish and agree with regard to non-traditional working hours as follows;

1. Contingent upon the County providing sufficient clerical and supervisory support, as well as security, the parties agree to pilot non-traditional working hours, hereafter called the Pilot Project. Pilot Project hours shall mean;

- a. Four (4) day work week, provided no work day shall consist of more than ten (10) continuous working hours.
- b. A starting time other than 8:00 am, whether a four (4) or five (5) day work week.
- c. Part time employees may also participate in the Pilot Project.

The County shall determine which program(s) and/or clinic(s) are subject to the Pilot Project.

2. Such Pilot Project shall begin no sooner than January 1, 1995 and shall not conclude sooner than December 31, 1995. The County and the Union shall meet to determine the basis for the continuation of the Pilot Project beyond December 31, 1995.

3. Regular work days shall begin no earlier than 8:00 am and shall end no later than 8:00 pm with the last client scheduled at 7:30 pm, unless otherwise mutually agreed. A non-Pilot Project employee who substitutes for a Pilot Project employee, shall be entitled to compensation for hours in excess of their normal schedule at time and one half (1 1/2) as pay or as compensatory time.

4. The County shall post and fill such vacancies in accordance with the provisions of Article 15 - Hours of Work and Overtime, 15.2, which states;

15.2 Non-Traditional Hours of Work

Should the County determine to change the daily operating hours of an existing special program or clinic to non-traditional operating hours, the change shall be implemented in the following manner.

- a. The County shall meet with the Association Staff Representative, a local representative and the affected nurse to discuss the hours of work and other working conditions, as well as the circumstances and documentation necessitating the change in operational hours.
- b. In the event the affected nurse declines to accept the change in hours of work, the County shall recruit the

work as a job posting to members of the bargaining unit. The incumbent nurse may be required to work the non-traditional hours until such time as a replacement nurse is appointed when circumstances warrant. The incumbent nurse shall be entitled to accept a layoff rather than work the hours. The most senior qualified nurse making application shall be appointed to the position.

- c. The incumbent nurse shall be entitled to transfer to the position of the replacement nurse, provided the incumbent is qualified. In the event the position of the replacement nurse is a change in part time or full time status, the incumbent nurse shall be eligible for fringe benefits consistent with the status of the new position.
- d. In the event no qualified nurse applies for the position, the County shall be entitled to recruit the position externally. The incumbent nurse shall be required to work the traditional hours of work if circumstances warrant or the nurse shall be laid off.
- e. When a qualified external candidate is appointed to the position, the incumbent shall be entitled to displace the least senior nurse whose work the incumbent nurse is qualified to perform or to accept a lay off. Be it provided that the incumbent nurse shall only be entitled to displace a less senior consistent with the terms and conditions of Article 34 - Layoff and Recall.

The daily operating hours of a new special program or clinic shall be recruited in accordance with Article 13 - Promotions and Transfer.

5. The County shall determine the days an employee is regularly scheduled to work Pilot Project hours.

6. Holidays shall be compensated as follows;

- a. If the holiday falls on a regularly scheduled work day the employee shall be entitled to hour-for-hour holiday pay.
- b. If the holiday falls on a normal day off the employee shall be credited with hour-for-hour vacation.
- c. Be it further provided that the employee's vacation and sick day accruals and credits shall be computed as hours.

7. An employee scheduled to start work at a time other than 8:00 am shall be entitled to a twenty-five cent (\$.25) an hour premium.

For the County

For the Association

Date: _____

Date: _____

LETTER OF UNDERSTANDING
REGARDING
ARTICLE 29
RETIREMENT

The County of St. Clair, and the Professional Nurses - MNA, hereby establish and agree that individual bargaining unit members who are members upon the date of this Agreement shall be required to make an individual election between either;

1. Retaining participation in the Retirement Plan including Health Care as it existed prior to the current Collective Bargaining Agreement; or,
2. Participating in the Modified Retirement Plan as reflected in Article 29 - Retirement of the Collective Bargaining Agreement.

The County shall provide each bargaining unit member with a written election form. The member shall submit the election to the County consistent with the terms and conditions established by the County. The member's election shall be irrevocable. The election shall be made prior to December 31, 1997 or the employee shall be subject to the modified plan.

Employees who become subject to representation after the date of this Agreement shall be subject to the modified retirement plan reflected in the Collective Bargaining Agreement.

FOR THE EMPLOYER

FOR THE UNION

DATE

DATE