

RESOLUTIONS 1997

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- 97-2 Annual Report - Drain. Commissioner
- 97-3 Opposing USEPA'S Proposed Air Quality Standards
- 97-4 Payment Without Presentation Resolution (Lost Bonds)
- 97-5
- 97-6 Approving Cooperative Reimbursement IV_D Program Agreement for the St. Clair County Prosecuting Attorney
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- 97-8 Approving Natural Resources Trust Fund Grant for Wadhams to Avoca Trail
- 97-9 Resolution of Support and Commitment for St. Clair County Coastal Resources - Land Use Implications
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- 97-62 Approving Cooperative Reimbursement IV-D Program Agreement for the St. Clair County Friend of the Court for 1998
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RESOLUTIONS 1997

- 97-65 Relative to Annual Drain Assessments
- 97-66 Adopting 1998 Special Revenue, Debt Service and
other Specific Funds Budgets and Amending the 1997
General Fund, Special Revenue and Debt Service Funds
Budgets

RESOLUTION 97-66

ADOPTING 1998 SPECIAL REVENUE, DEBT SERVICE AND OTHER
SPECIFIC FUNDS BUDGETS AND AMENDING THE 1997 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 1998 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 1998 budget - Attached Exhibit "B".

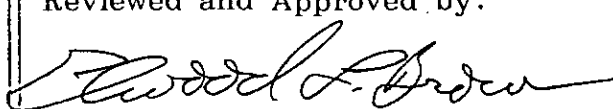
WHEREAS, also under P.A. 621 of 1978, amendments to governmental fund type budgets must be approved by the Legislative Body and in accordance with generally accepted accounting principles as applicable to governmental units, the budget revenues and expenditures should be compared to the actual revenues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

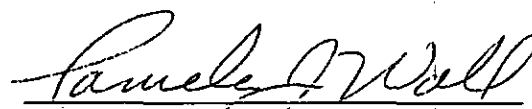


WHEREAS, in certain 1997 budget revenues and expenditures totals should be amended as recommended in Attached Exhibit "C".

NOW, THEREFORE, BE IT RESOLVED, that the above recommended 1998 Special Revenue, Debt Service and other Specific Funds Budgets be adopted and 1997 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 17, 1997

Reviewed and Approved by:


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

RESOLUTION 97-65

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

NOW, THEREFORE, BE IT RESOLVED:

1) That the Drain Commissioner's assessment roll may be, and the same hereby is approved, and the percentages apportioned therein shall be assessed against such townships, cities, villages and against the County at Large, by reason of the improvements of the highways within the drainage district and against the State by reason of the improvement of the State trunk line highways within such drainage district, and against all parcels of land therein according to such apportionment of benefits provided.

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

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

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

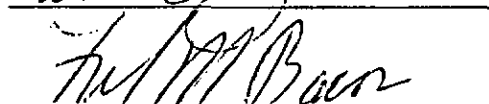
DATED: DECEMBER 17, 1997

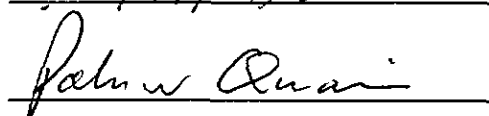
Reviewed and Approved by:



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







1997 COUNTY AT LARGE DRAIN ASSESSMENTS

Burdie	\$ 21.38	Leonard	\$ 402.50
Butler	707.63	Love Joy	70.00
Cameron	334.30	Lynn 15	728.44
Cannis	749.25	Macomb	1,316.03
Collins	13.59	Mallory	2,000.00
Colony	1,000.00	Marine City Dredge	
Conniff	3,761.34	Cut Branch #1	936.56
Cooper	45.00	Moak & Branch #1	1,933.24
Cowhy	143.50	Neuman	73.65
Cox Doty & Branches	2,606.24	Number 202	127.13
Cox Doty Br #2 & Ext	2,375.00	Number 205	448.00
Cuttle	865.88	Number 206	2,154.59
Doe Creek	176.97	Oakwood	555.00
E Br of Jordon Creek	2,685.07	Ostrander	520.32
Engles	1.04	Parker Riley	2,975.47
Eves & Eves Ext	2,786.00	Root & Branches	521.45
Forrest Manor	1,782.00	Scott	520.32
Galley	930.00	Sharrard Burgess	2,913.33
Graham Branch #A	426.66	Sheldon	125.00
Graham Ext #1	343.42	Smith	416.26
Graham Branch #3	978.18	Spencer	2,992.20
Green	3,006.58	Stein	470.17
Hannah & N B River	1,087.06	Stewart Branch #1	833.00
Hathaway	1,357.50	Troy	258.62
Holland	700.00	Wait	7,541.39
Holley	2,437.50	Weitzig	1,175.02
Howe Brandywine	460.50	West Marsh	21.02
Jackson	1,984.00	Whalen	595.57
Jackson Creek I-C	2,500.00	White	2,000.00
Jerome	4,427.48	Wolf	208.14
Jordon Creek	2,780.00		
Kenney	520.32		
Keopfigen	847.55		

TOTAL

\$79,673.36

RESOLUTION 97-64

ADOPTING COLLECTIVE BARGAINING AGREEMENT
BETWEEN ST. CLAIR COUNTY
AND
PROBATE COURT CLERICAL EMPLOYEES - T.P.O.A.M.

WHEREAS, the St. Clair County Probate Court Clerical Employees - T.P.O.A.M. is recognized by the Michigan Employment Security Commission, the St. Clair County Probate Court and the County of St. Clair as the exclusive representative of certain employees of the St. Clair County Probate Court; and

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

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

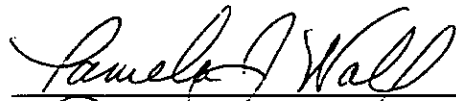
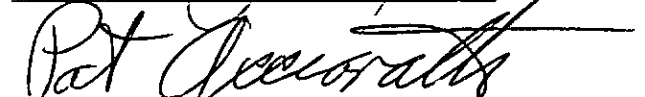
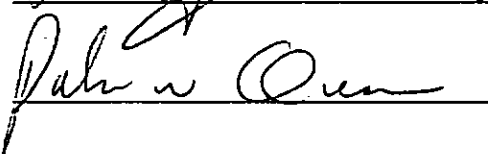
NOW, THEREFORE, BE IT RESOLVED, that the Collective Bargaining Agreement (Attached Exhibit "A") for the period July 1, 1997 through June 30, 2001, is hereby approved and adopted.

DATED: December 3, 1997

Reviewed and Approved by:



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

RESOLUTION 97-
ADOPTING COLLECTIVE BARGAINING AGREEMENT
BETWEEN ST. CLAIR COUNTY
AND
PROBATE COURT CLERICAL EMPLOYEES - T.P.O.A.M.

WHEREAS, the St. Clair County Probate Court Clerical Employees - T.P.O.A.M. is recognized by the Michigan Employment Security Commission, the St. Clair County Probate Court and the County of St. Clair as the exclusive representative of certain employees of the St. Clair County Probate Court; and,

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

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

NOW THEREFORE, BE IT RESOLVED, that the Collective Bargaining Agreement (Attached Exhibit "A"), for the period July 1, 1997 through June 30, 2001 is hereby approved and adopted.

A G R E E M E N T

BETWEEN

ST. CLAIR COUNTY PROBATE COURT

AND THE

ST. CLAIR COUNTY BOARD OF COMMISSIONERS

AND

ST. CLAIR COUNTY PROBATE COURT CLERICAL

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

JULY 1, 1997

THROUGH

JUNE 30, 2001

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AGREEMENT

1.1: This Agreement made and entered into this 1st day of July, 1997 by and between the Probate Court, St. Clair County, herein termed the Employer, and the St. Clair County Board of Commissioners being the Legislative body of said Employer, and the Probate Court Clericals herein termed as the Association.

ARTICLE 2 PURPOSE AND INTENT

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

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

ARTICLE 3 RECOGNITION

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

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

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

ARTICLE 4
MANAGEMENT RIGHTS

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

A. The right to decide the number and location of its facilities, departments, and etc.; work to be performed within the unit; the right to alter or discontinue jobs, classification, or practices; the maintenance and repairs; amount and kind of supervision necessary; methods and means of operation; scheduling and establishment of hours; manpower and work sites; full control of the selection, examination, review, and evaluation of personnel, programs, operations and facilities; to determine when and where services will best facilitate the Probate Court and Juvenile Court.

B. Further, it is recognized that the responsibility and prerogatives of the Management of the Probate Court and Juvenile Court for the selection and direction of the working forces includes but is not limited to the right to decide the number of employees, the right to hire, suspend, discipline for just cause or transfer, train or retrain; the right to decide employee's and job qualifications; to determine the times and amounts of

overtime to be worked; recesses and to carry out Supreme Court directives concerning holidays; the right to make necessary rules and regulations governing employee's conduct and safety; and to relieve an employee from duty because of lack of work or other legitimate reason; all of which are vested exclusively in the Court, subject only to the provisions of this Agreement.

C. The Court's failure to exercise any function or right hereby directly or indirectly reserved to it or its exercise of such function or right in a particular way shall not be deemed a waiver of its rights to exercise such function or right or preclude the Court from exercising the same in some other way not in conflict with the express provisions of this Agreement.

D. The Association acknowledges the practice of following the provisions of the Juvenile Court Manual, prescribing in detail the standards of operation prescribed for the orderly and required management of the Juvenile Court. It is further understood that the Juvenile Court Manual may from time to time require revision due to changes in federal and/or state laws and regulations. Any other changes deemed necessary by the Court will be negotiated with the Association and will not conflict with the existing contract between the St. Clair County Board of Commissioners, St. Clair County Probate Court and the St. Clair County Probate/Juvenile Court Clerical Employees. The Association members must abide by the lawful provisions of said Manual.

ARTICLE 5 AGENCY SHOP

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

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

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

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

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

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

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

ARTICLE 6
UNION REPRESENTATION

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

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

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

ARTICLE 7
DEPARTMENTAL WORK RULES AND REGULATIONS

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

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

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

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

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

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

ARTICLE 8
GRIEVANCE PROCEDURE

8.1: Step 1

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

8.2: Step 2

A. A grievance shall be considered resolved at Step 1 unless reduced to writing, signed by the aggrieved employee and submitted to the Assistant Juvenile Services Director or designee within ten (10) calendar days of taking the matter up with the immediate supervisor. The written grievance shall specify the provision of the Agreement violated and the remedy requested to resolve the grievance.

B. The Assistant Juvenile Service Director shall within fifteen (15) work days, schedule a hearing at which time the grievant and the Association's employee representative and, if determined by the Association, a non-employee Association representative shall be present to present allegations, proofs and remedies. The Assistant Juvenile Service Director or designees shall act as hearing officer and shall be entitled to structure the hearing and include any witnesses, experts or knowledgeable persons to the proceedings. The Assistant Juvenile Service Director or designees shall issue a written response within ten (10) working days of the conclusion of the hearing.

C. In the event the Grievant is assigned to the Probate-Adult division, the grievance shall be processed from Step 1 to Step 3 to the exclusion of Step 2.

8.3: Step 3

A. A grievance shall be considered settled at Step 2 unless submitted to the Probate Court Administrator within seven (7) calendar days of the Step 2 response.

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

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

ARTICLE 9
SENIORITY

9.1: New employees hired in the unit shall be subject to an orientation period for the first twelve (12) months of employment. Only after the satisfactory completion of the orientation period, shall the employee be added on the seniority list of the unit and seniority shall start as of the last date of hire. Seniority shall be based on the following criteria:

A. A full time regular employee from another bargaining unit or an exempt employee, who accepts a position covered by this bargaining unit, shall be entitled to a maximum of three (3) years of accrued seniority for purposes of layoff and recall, vacation selection and/or promotion, if seniority is a factor in granting a promotion. The new employee shall be entitled to all their accrued seniority for purposes of providing fringe benefits.

B. A full time temporary employee shall be entitled to seniority only from the date of entry into the bargaining unit.

C. A part time employee, whether regular or temporary, shall be entitled to seniority only from the date of entry into the bargaining unit.

D. Founding members of the bargaining unit shall be entitled to seniority from the date of their full time regular date of hire with the Court or County.

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

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

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

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

ARTICLE 10
LOSS OF SENIORITY

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

A. Quits.

B. Is discharged and the discharge is not reversed.

C. The employee is absent for two (2) consecutive working days without notification to the Employer during the two (2) day period. Exceptions may be made by the Employer on proof of good cause that failure to report was beyond the employee's control. After such absence the Employer shall send written notification to the employee at their last known address that they have been discharged, and they have lost seniority. The grievance procedure shall be available to the employee provided it is commenced in writing within fifteen (15) calendar days following mailing of notice of discharge as herein provided.

D. The employee does not return to work when recalled from layoff, as set forth in the recall procedure.

E. Retirement.

F. Does not return from an approved leave of absence unless authorized in writing.

ARTICLE 11
DISCHARGE AND DISCIPLINE

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

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

11.3: In imposing any discipline on a current charge, the Employer will not take into account any prior infractions resulting in verbal or written discipline which occurred more than two (2) years previously. The Court shall be entitled to consider discipline on any infraction that resulted in a suspension regardless of the date of the suspension.

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

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

ARTICLE 12
LAYOFF AND RECALL

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

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

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

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

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

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

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

12.8:Employees may elect to withdraw all their retirement contributions upon layoff, provided the layoff is deemed permanent by the supervisor or when recall rights have elapsed as provided in 12.7:. The withdrawal of retirement

contributions cancels all retirement benefit rights and privileges. Retirement contributions may be repaid after recall or rehire as provided by the St. Clair County Employees Retirement plan.

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

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

ARTICLE 13

TRANSFER

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

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

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

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

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

ARTICLE 14

PROMOTIONS AND DEMOTION

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

14.2: A demotion shall mean a change in classification resulting in a decrease in salary.

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

unit provided they possess the necessary qualifications as stipulated by the Court.

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

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

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

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

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

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

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

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

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

E. Reorganization.

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

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

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

ARTICLE 15
TEMPORARY ASSIGNMENTS

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

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

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

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

ARTICLE 16
EMPLOYEE RECORDS REVIEW

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

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

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

ARTICLE 17
RATES FOR NEW CLASSIFICATIONS

17.1: The Court shall notify the Union in writing of a new classification at least seven (7) calendar days in advance of the effective date of the new classification. The Court, in providing notice, shall include a copy of the job description and the rate of pay for the new classification.

17.2: The Union shall, within seven (7) calendar days of the Court's notification of a new classification, give notice to the Court of its request to collectively bargain the rate of pay. Failure of the Union to request a bargaining meeting within seven (7) calendar days shall relieve the Court of any obligation to collectively bargain until such time as the collective bargaining agreement is open for renegotiation.

17.3: The Court shall, within fourteen (14) calendar days of receipt of the Union's request to collectively bargain, attempt to schedule a bargaining session with the Union. The Court and the Union shall make every effort to expeditiously schedule a meeting.

17.4: The Court shall be entitled to implement the classification and compensation prior to collective bargaining or in the event the matter is not collectively bargained.

ARTICLE 18
RESIGNATION

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

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

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

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

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

ARTICLE 19
OVERTIME

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

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

A. Work in excess of seven and one-half (7 1/2) hours or eight (8) hours in a day, based on the operation of the division.

B. Work in excess of thirty-seven and one-half (37 1/2) hours or forty (40) hours in a week based on the operation of the division.

C. The provisions of A and B shall be applied individually and not collectively or compound the amount of compensatory time or pay.

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

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

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

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

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

ARTICLE 20 WORKING HOURS

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

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

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

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

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

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

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

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

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

20.10: The Supervisor shall determine an operational constraint.

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

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

ARTICLE 21
LEAVE OF ABSENCE

21.1: An employee may request a leave of absence for:

- A. Serious or critical illness of their spouse, spouse's parent, child, or parent;
- B. Personal illness (physical or mental); or,
- C. Educational purposes.

The Court shall comply with all applicable laws in providing leaves of absence, such as but not limited to the Family and Medical Leave Act of 1993. Employee notice of their rights under the ACT and a fact sheet shall be provided 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.

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

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

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

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

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

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

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

21.9: An employee on a leave with pay shall be eligible for vacation time, sick days, retirement credit, seniority, or gain from any other fringe benefit for the initial six (6) months of leave. An employee on leave beyond six (6) months or on leave

without pay shall not be eligible for any fringe benefits or seniority except as provided in Article 27 - Sick Days and Disability Insurance, Section 10.

ARTICLE 22
WORKER'S COMPENSATION

22.1: All employees shall be subject to the St. Clair County's Worker's Compensation Plan, the terms and conditions of which are described herein and as provided by the operating policy of the insurance carrier.

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

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

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

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

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

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

ARTICLE 23
ASSOCIATION BULLETIN BOARD

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

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

ARTICLE 24
RETIREMENT

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

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

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

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

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

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

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

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

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

24.8: Effective upon the implementation date of this agreement retirement shall be computed only on the base salary, and where applicable Service Recognition, and shall not include compensation from;

- a. Overtime or compensatory time payoff.
- b. Vacation accrual payoff upon separation from employment for any reason.
- c. Sick day accrual payoff upon separation from employment for any reason.

ARTICLE 25 EDUCATIONAL REIMBURSEMENT

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

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

25.3: Approval of the request for reimbursement shall be contingent upon available funding, to a maximum of \$500 per course, the relevancy of the course to the employee's job, and the employee obtaining a passing grade in the course. The Chief Judge or designee of the Chief Judge shall have the right to approve or deny a request for reimbursement for all or part of any tuition, fees, and/or supplies as provided in Section 4 below. Chief Judge or designee of the Chief Judge approval, if granted, must be in writing and shall stipulate the extent of tuition, fees, and/or supplies to be reimbursed. The request shall be considered to be denied in the absence of written approval.

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

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

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

ARTICLE 26
HEALTH, LIFE AND DENTAL CARE

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

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

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

- a. Employees hired on or after January 1, 1986 shall pay 100% of FC and/or SD riders plan costs.
- b. Employees hired prior to January 1, 1986 who do not enroll dependents on the FC and/or SD riders until after January 1, 1986 shall pay 50% of the rider plan costs and the County shall pay 50% of the plan costs.
- c. Employees hired prior to January 1, 1986 with enrolled dependents shall not pay any of the FC and/or SD riders plan costs. Be it provided, however, that enrollment changes on or after the date of implementation shall be subject to the preceding subsection B.

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

A. OPTION I

All coverages and riders subject to:

- * \$100/\$200 Deductible
- * 80/20 cost share of usual, reasonable and customary charges.

Precertification/Case Management

Annual Cash Rebate (Paid Bi-Weekly)

- * \$200 - Single Plan
- * \$335 - Two Person Plan
- * \$410 - Family Plan

B. OPTION II

All coverages and riders subject to:

- * \$250/\$500 Deductible
- * 80/20 cost share of usual, reasonable customary charges.

Precertification/Casemanagement

Annual Cash Rebate (Paid bi-weekly)

- * \$400 - Single Plan
- * \$675 - Two Person Plan
- * \$830 - Family Plan

C. OPTION III

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

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

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

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

26.4: All employee plan costs shall be paid by way of payroll deduction in advance of the effective date of coverage. The

plan cost(s) shall be paid in equal or near equal installments the first two (2) pay periods of each month.

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

A. CORE OPTION

* Plan 100 50/50 to an annual maximum of \$600 per individual.

* Orthodontia Plan 50/50 to a lifetime maximum of \$1500 of \$3000 per individual.

B. OPTION I

* \$200 to a flexible reimbursement account.

C. OPTION II

* \$150 cash rebate.

26.6: The Employer will provide a \$25,000 group life insurance plan for qualified insurance employees as the core option. Effective July 1, 1998 the group life insurance plan amount shall be \$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.

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

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

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

ARTICLE 27

SICK DAYS AND DISABILITY INSURANCE

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

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

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

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

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

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

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

27.8: The County shall provide the disabled employee salary continuation from the twenty-first (21st) work day to the one hundred and eightieth (180th) calendar day from disability. During the period that the County provides the disabled employee salary continuation, the employee shall be entitled to continuation of the fringe benefits.

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

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

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

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

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

A. CORE OPTION

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

B. OPTION I

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

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

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

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

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

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

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

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

<u>Months of Service</u>	<u>% of Accrual</u>
12 to 24	20%
25 to 36	30%
37 to 48	40%
49 to 60	50%
61 to 72	60%
73 to 84	70%
85 or more	80%

ARTICLE 28
VACATIONS

28.1: All full time regular employees shall be entitled to vacations according to the following schedule effective upon implementation of the Agreement:

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

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

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

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

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

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

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

ARTICLE 29 HOLIDAYS

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

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

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

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

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

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

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

ARTICLE 30
SERVICE RECOGNITION

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

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

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

30.3: In the event an eligible employee's anniversary occurs during an approved leave of absence, the employee shall be entitled to a lump sum payment. The payment shall be prorated to reflect leave without pay or reduced pay.

ARTICLE 31
JURY DUTY AND SUBPOENA AND WITNESS FEE

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

31.2: Employees who are subpoenaed to produce records to act as a witness shall continue to receive their normal pay when employment related. Any compensation, such as subpoena or witness fees, but not including reimbursement of actual personal expenses, shall be surrendered to the County Treasurer.

ARTICLE 32
MILEAGE ALLOWANCE AND EXPENSE REIMBURSEMENT

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

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

ARTICLE 34
TERM OF AGREEMENT

34.1: This agreement shall be in effect and become operative on July 1, 1997, and shall continue in operation and effect through June 30, 2000. If either party hereto desires to terminate, modify or amend this agreement it shall, at least ninety (90) days prior to June 30, 1997 give notice in writing to the Employer or to the Association as the case may be of its intention to modify or terminate this Agreement. If neither party shall give notice to terminate, change or modify this Agreement as provided, the Agreement shall continue in operation and effect after June 30, 2000 subject to termination or modification, thereafter by either party upon ten (10) days written notice.

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

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

ST. CLAIR COUNTY PROBATE/
COURT CLERICAL EMPLOYEES
ASSOCIATION

THE COUNTY OF ST. CLAIR
MICHIGAN

President

Chief Judge of Probate

Committee Person

Chairman
Board of Commissioners

Staff Representative

County Clerk

LETTER OF UNDERSTANDING
REGARDING THE
SENIORITY OF
KARYN HAGEDON-NIXON

The St. Clair County Probate Court (hereafter the Court) and the Probate Court Clerical Employees T.P.O.A.M. (hereafter the Union) do hereby establish and agree to the seniority of bargaining unit member Karyn Hagedon-Nixon as follows.

1. For purposes of calculating fringe benefits and any other benefits under the collective bargaining agreement not otherwise abridged by this letter of understanding, Karyn Hagedon-Nixon's original date of hire shall be applied. Mrs. Hagedon-Nixon's seniority began upon employment with the Court January 2, 1979.

2. Mrs. Hagedon-Nixon shall be entitled to bargaining unit seniority based upon half the seniority she earned with the Court upon becoming a member of the bargaining unit. In accordance with this understanding Mrs. Hagedon-Nixon shall be entitled to a seniority date of April 13, 1987 for the purposes of awarding seniority for;

- a. selection of vacation time off work,
- b. layoff, and/or
- c. promotion, should seniority be a factor in promotion.

For the Court

For the Union

Date: _____

Date: _____

LETTER OF UNDERSTANDING
REGARDING
ARTICLE 29 - HOLIDAYS

The St. Clair County Probate Court (hereafter COURT), the County of St. Clair (hereafter COUNTY), and the St. Clair County Probate Court Clerical Employees - T.P.O.A.M. (hereafter UNION) hereby establish and agree with regard to ARTICLE 29 - HOLIDAYS; that in the event the Michigan Supreme Court shall reduce or otherwise modify the number or dates of holidays subsequent to 1997, the COURT, COUNTY and UNION shall meet in a timely manner to discuss the reduction or modification of holidays. The members of the UNION shall not be made to suffer a reduction or modification of holidays unless the reduction or modification is consistent with the schedule of holidays celebrated by the majority of the COUNTY'S employees.

FOR THE UNION

FOR THE COURT/COUNTY

Date: _____

Date: _____

RESOLUTION 97-63

REVISING RESOLUTION 90-19 - ADOPTING NEW FEE SCHEDULE FOR
DOG LICENSE FEES AND REMUNERATION FOR ISSUING AND RECORDING
DOG LICENSES

WHEREAS, the Board of Commissioners of St. Clair County pursuant to M.S.A. 12.516 has the authority to prescribe the fees necessary to properly finance the Animal Control Program for the County of St. Clair, Michigan; and

WHEREAS, the current fee schedule has been in effect since April 11, 1990.

NOW, THEREFORE, BE IT RESOLVED that effective January 1, 1998, the following fee schedule shall be in effect:

ANNUAL LICENSE FEES

	<u>Male and Female Dogs</u>
Prior to March 1st	\$10.00
After March 1st	\$25.00
	<u>Sterilized Dogs</u>
Prior to March 1st	\$ 5.00
After March 1st	\$25.00

ANNUAL KENNEL FEES

Private Kennel	\$30.00
Commercial & Service Kennel	
5 to 20 dogs	\$40.00
21 to 40 dogs	\$50.00
41 to 60 dogs	\$60.00

ANIMAL SHELTER SERVICE AND SALE OF ANIMALS

Entry Fee for personally owned dead animals brought in for disposal	\$ 3.00
Personally owned live animals brought in for extermination	
- Dogs over six months old	\$15.00
- Cats, kittens, puppies	\$10.00
Quarantine of personally owned Dogs and Cats	\$ 8.00 per day
Entry of live Dogs and Cats except as stated above	N/C

USE OF LIVE TRAPS

Deposit on Traps	\$25.00
Use of live traps for a one (1) week Period (7 days)	\$20.00
For each day thereafter (per day)	\$ 4.00 per day

PERSONAL SERVICE CHARGES BY WARDENS

Pickup of healthy dogs and cats	\$10.00
Pickup of dead dogs and cats for disposal	\$13.00
Pickup owned dogs and exterminate	\$25.00
Pickup owned cats and exterminate	\$20.00
Pickup stray dog or cat	N/C
Deliver live traps (plus deposit)	\$10.00
Pickup of wild animal in privately owned trap	\$20.00

RECLAIM FEES

First Offense	\$20.00 plus \$8.00 per day
Second Offense	\$40.00 plus \$8.00 per day
Third Offense	\$60.00 plus \$8.00 per day

SALE OF ANIMALS

All Dogs	\$50.00
All dogs include dog license and \$6.00 towards rabies shots	

A refund of \$35.00 will be made on any dog sold, upon proof that said dog has been sterilized and proof thereof has been filed within one (1) year from date of sale for dogs under one (1) year of age, and within thirty (30) days from date of sale for dogs one (1) year of age and over at date of sale.

All Cats	\$10.00
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REMUNERATION FOR ISSUING AND RECORDING DOG LICENSES


Payment to Treasurers and other agents in St. Clair County, per license issued	\$ 1.00
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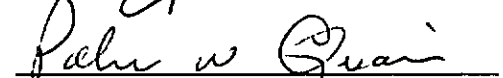
BE IT FURTHER RESOLVED, that this fee schedule shall remain in full force and effect until further action by this Board of Commissioners; and

BE IT FURTHER RESOLVED, that all resolutions and parts of resolutions in conflict with this resolution, are to the extent of the conflict, hereby rescinded.

DATED: December 3, 1997

Reviewed and Approved by:


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

RESOLUTION 97-62

APPROVING COOPERATIVE REIMBURSEMENT IV-D PROGRAM
AGREEMENT FOR THE ST. CLAIR COUNTY FRIEND OF THE
COURT FOR 1998

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 Seven Hundred Seventy Three Thousand Four Hundred Seventy Nine and no/100 dollars (\$1,773,479.00) shall be paid from combined County and State funds during the life of this agreement, provided further that Four Hundred Seventy Three Thousand, Seven, Hundred Twenty Five and no/100 dollars (\$473,725.00) of the above amount is the County's appropriation contributed to Title IV-D Program.

NOW, THEREFORE, BE IT RESOLVED THAT:

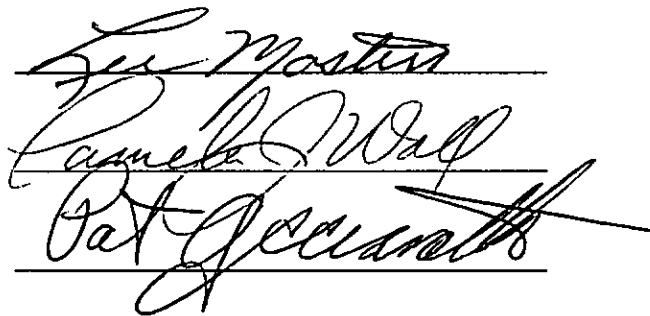
1. The St. Clair County Board of Commissioners does hereby approve the execution of the Cooperative Reimbursement Program Agreement between the Friend of the Court for the County of St. Clair and the Michigan Family Independence Agency.
2. The Chairperson of this Board is hereby authorized to execute 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: December 3, 1997

Reviewed and Approved by:



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



RESOLUTION

TITLE IV-D COOPERATIVE REIMBURSEMENT CONTRACT AGREEMENT

The Friend of the Court has received approval of a Title IV-D Cooperative Reimbursement Agreement with the Family Independence Agency beginning January 1, 1998 and ending December 31, 1998.

BE IT RESOLVED THAT:

- 1) The Family Independence Agency Title IV-D Cooperative Reimbursement Agreement, be and hereby is approved in its entirety; and
- 2) The Chairperson of the County Board of Commissioners is hereby authorized to execute said Agreement on behalf of the County Board of Commissioners.

Date

Chairperson, County Board of Commissioners (Signature)

Date

Clerk of the County (Signature)

St. Clair FOC
Program Provider

Contract No:	CS/FOC-98-74001
Contract Amount:	\$1,773,479.00
Index Code:	93100
Prog Cost Acct (PCA):	81135
Agency Object Code:	6155
Commodity Code:	961-91
Federal I.D.#:	38-6006420
Mail Code:	021
Method of Payment:	Actual Cost

AGREEMENT
between
FAMILY INDEPENDENCE AGENCY
and
THE COUNTY OF ST. CLAIR

This Agreement, effective the first day of January 1998 and ending the thirty-first day of December 1998, is by and between the Family Independence Agency, having a mailing address of 235 S. Grand Avenue, P.O. Box 30037, Lansing, Michigan 48909 (hereinafter referred to as the "Agency"), the County of St. Clair, a public organization, having a mailing address of 201 McMorrان Blvd., Room 108, 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 Agency is authorized to contract with State or local units of government and private agencies under the provisions of MCLA 400.10; and,

WHEREAS, the Agency has the authority to enter into a Cooperative Agreement under and in accordance with policies established by the Agency, as well as under and in accordance with Title IV-D of the Social Security Act as amended and the provisions of part 302.34 and 304, Chapter III, Title 45, Code of Federal Regulations; and

WHEREAS, the Agency 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. Agency's Source of Funds-Termination

The Agency'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 Agency to continue or expand such activities. The Agency 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 Agency 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 Agency under this Agreement shall not be financed by any source, including client fees, other than the Agency 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 Agency, 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 Agency on the beginning date of this Agreement. Any additional reports which the Agency 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 Agency 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 Agency 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 Agency shall provide findings and recommendations of audits to the Contractor and Court. The Agency 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 Agency.

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 Agency 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 Non-Child Support Enforcement System (CSES) property, real or personal, furnished by the Agency for use by the Contractor and Court in the performance of this Agreement shall remain in the Agency. Upon expiration of this Agreement or any extension thereof, the Contractor and Court agree to return said property to the Agency or pay the then current fair market value thereof to the Agency. However, in the event that any such property is only partially funded by the Agency, the Contractor or Court shall return said property to the Agency or pay the Agency that portion of the current fair market value of such item which is in the same percentage as the Agency's contribution to the original purchase price. Where property in which the Agency has an interest is traded for other property, the Contractor and Court shall maintain continuing records to account for the Agency'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 Agency. The Agency, 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 Agency an application for a Cooperative Reimbursement Agreement and, because of circumstances beyond the control of either the Contractor, Court, or the Agency, 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 Agency 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 Agency 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 Agency, 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 Agency for extenuating circumstances.

The Agency shall make payments to the Contractor for allowable reimbursable costs not covered by previous payments. The Contractor shall immediately refund to the Agency 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 the clauses titled Examination and Maintenance of Records and Closeout/Extension in Section I.

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 Agency'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 Agency in writing of their intent to pursue a claim against the Agency 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 Agency, must meet with the Director of the Agency 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 the clause Cancellation of Agreement in Section I.

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 Agency shall continue without interruption, except as provided in the Payment clause, in Section III 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 Agency 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 Agency for refusing to agree to said amendment, and said refusal shall not constitute a breach of this Agreement.

Q. Termination - Unfair Labor Practice

The Agency 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. Audit Requirements

This Agreement is funded through the Federal Child Support Enforcement Program. The Agency 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-133. The Agency shall send a letter to the Contractor each year including the Catalog of Federal Domestic Assistance number and the percentage of Federal Financial Participation (FFP).

Contractors who receive a total of \$300,000 or more in federal funds from one or more funding sources in a fiscal year as subrecipients are required to comply with the provisions of Federal Office of Management and Budget Circular A-133. Copies of the audit performed for the Contractor's compliance with Circular A-133 must be submitted to the Family Independence Agency, Office of Internal Audit, no later than thirteen (13) months following the end of the Contractor's fiscal year. 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 Contractor's compliance audit shall be submitted to:

Family Independence Agency
Office of Internal Audit
235 S. Grand Avenue, Suite 1112
P.O. Box 30037
Lansing, Michigan 48909

The circular contains extensive requirements for selection and qualifications of external auditors engaged to complete the audit requirements. Contractors should refer to the appropriate circular for additional information.

S. 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
 - l. License Suspension
 - m. Contempt Proceedings
 - n. Registration for enforcement in another state
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 Parenting Time 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/FIA-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: Family Independence Agency
 Office of Child Support - District Contract Manager
2. **Form:** DSS/FIA-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/FIA-820 - Support Collection Refund/Reimbursement Request

- Cycle:** As needed in accordance with MFOC Section 4000, Chapter 650
To: Agency Payment Document Control, Lansing
4. **Form:** DSS/FIA-284A - Friend of the Court Title IV-D Annual Report
Cycle: Due by October 25th
To: Family Independence Agency
Office of Child Support - Lansing
5. **Form:** DSS/FIA-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: Agency cashier - Lansing
6. **Form:** Reports of TANF 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/FIA-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/FIA-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 Agency 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 Budget is 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 Providers shall use funds paid under this Agreement. The Contractor and Providers shall follow and adhere to the Budget. Only costs actually expended may be billed. However, expenditures up to \$3,000 above the direct cost line item budget categories are permissible provided the sum of all expenditures does not exceed the total amount of the Agreement.

The Contractor and Providers must obtain written approval from the Agency to increase or decrease line items in the budget by more than \$3,000. The Contractor and Provider's request for the Agency's approval must contain sufficient information to allow the Agency 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/FIA-286) detailing program-related expenditures. To request funding for Parenting Time and Custody, complete the column including number and costs of positions performing these services. The FIA-286 shall indicate actual expenditures by category of expense in the performance of this Agreement for the period being billed. The DSS/FIA-286 shall

be submitted within fifteen (15) working days from the end of the monthly billing period to the District Contract Manager.

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 Agency, in an amount sufficient to protect against loss resulting from employee dishonesty.

III. AGENCY DUTIES AND RESPONSIBILITIES

A. Program Administration

The Agency, 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 Agency 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 Agency shall complete its processing of payments to the Contractor within thirty (30) calendar days after receipt of the Contractor's monthly DSS/FIA-286, "Title IV-D Cooperative Reimbursement Expenditure Report," detailing program related expenditures. Further, the Agency shall make payment as allowed by the federal waiver dated October 5, 1994, effective January 1, 1995, for Parenting Time and Custody activity detailed on the DSS/FIA 286. Payment shall be made in accordance with the budget attached to and part of this Agreement. For DSS/FIA-286's submitted after the due date the Agency reserves the right to delay processing and payment to the next available cycle.

The Agency 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 Agency as required by this Agreement or as are required by applicable state statutes and federal regulations.

C. Program Compliance Monitoring and Evaluation

The Agency 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 Agency 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 SEVEN HUNDRED SEVENTY-THREE THOUSAND FOUR HUNDRED SEVENTY-NINE AND 00/100 DOLLARS (\$1,773,479.00)**. The maximum amount of costs to be reimbursed by the Agency 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 Agency and Contractor have caused this Agreement to be executed by their respective officers duly authorized to do so.

Dated at _____, Michigan

this _____ day of _____, 19 ____

Witness: _____

CHIEF CIRCUIT JUDGE

(Court)

By: David Kelly

Print Name: _____

Dated at _____, Michigan

this _____ day of _____, 19 ____

Witness: _____

THE COUNTY OF ST. CLAIR

(Contractor)

By: _____

Chairperson, County Board of Commissioners

Print Name: _____

Dated at _____, Michigan

this _____ day of _____, 19 ____

Witness: _____

FAMILY INDEPENDENCE AGENCY

By: _____

Print Name: Marva Livingston Hammons, Director

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

A. CONTRACT DESCRIPTION

F74

COUNTY PROVIDER: **ST. CLAIR FOC**

FUNDING YEAR: **1998** **CS/FOC-98-74001**

CONTRACT PERIOD: **January 1, 1998 through December 31, 1998**

COLUMN I

COLUMN II

B. ALLOCATION FACTORS

**PROPOSED IV-D
BUDGET**

1. Total FTE Positions 37.05

a. Enforcement (FOC, COMB) 34.17

b. Parenting Time & Custody (FOC, COMB) 2.88

2. % of Total FTE's 96.24

a. Enforcement (FOC, COMB) 88.74%

b. Parenting Time & Custody (FOC, COMB) 7.5 %

3. Caseload % (FOC, COMB) 96.24%

C. BUDGET CATEGORIES

**PROPOSED IV-D
BUDGET**

1. Personnel \$1,570,868

2. Data Processing \$36,674

3. Other Direct \$173,312

4. Central Services \$153,555

5. Paternity Testing (PA, COMB)

6. Total Budget **\$1,934,409.00**

7. Service Fees (FOC, COMB) 142,439

8. Mediation Fees (FOC, COMB) \$18,491

9. Other Income \$ 0

10. Net Budget **\$1,773,479**

11. County Share \$ \$473,725

12. County Share % 26.71%

13. State Share \$ \$1,299,754

14. State Share % 73.29%

15. County Share of #5 (PA, COMB)

16. Total State Funding **\$1,299,754**

CERTIFICATION

(Certification/Reporting Regarding Lobbying)

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

- (1) No Federal appropriated funds (including payments made by the Department on this contract) will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, and officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (4) I have read the seven page document titled "New Restrictions on Lobbying."

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

Contract #	_____
Signature:	_____
Print Name:	_____
Title:	_____
Telephone	(Area Code) _____ Number _____
Date:	_____

NEW RESTRICTIONS ON LOBBYING

(a) **Definitions.** As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and modification of any Federal contract, grant, loan, or cooperative agreement.

"Covered Federal Action" does not include receiving from an agency a commitment providing for the United States to insure or, guarantee a loan.

"Indian Tribe" and **"Tribal Organization"** have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, U.S. Code, including a position under a temporary appointment;
- (2) A member of the uniformed services as defined in Section 101(3), title 37, U.S. Code;
- (3) A special Government employee as defined in section 202, title 18, U.S. Code; and
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act title 5, U.S. Code appendix 2.

"Person" means an individual, corporation, company association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation" means; with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient" includes all contractors and subcontractors at any tier in connection with a Federal contract. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having government duties and powers.

(b) **Prohibition.**

- (1) Section 1352 of title 31, U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

- (2) The prohibition does not apply as follows:
- (i) Agency and legislative liaison by Own Employees.
 - (A) The prohibition on the use of appropriated funds, in paragraph (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
 - (B) For purposes of paragraph (A) of this section, providing any information specifically requested by an agency or Congress is allowable at any time.
 - (C) For purposes of paragraph (A) of this section, the following agency and legislative liaison activities are allowable at any time only where they are not related to a specific solicitation for any covered Federal action:
 - (i) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
 - (ii) Technical discussions and other activities regarding the application of adaptation of the person's products or services for an agency's use.
 - (D) For purposes of paragraph (A) of this section, the following agency and legislative liaison activities are allowable only where they are prior to formal solicitation of any covered Federal action:
 - (i) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
 - (ii) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,
 - (iii) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
 - (E) Only those activities expressly authorized by paragraph (i) of this section are allowable under paragraph (i).

(ii) Professional and technical services by own employees.

- (A) The prohibition on the use of appropriated funds, in paragraph (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or an extension, continuation, renewal, amendment, or modification of a Federal contract if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.
- (B) For purposes of paragraph (A) of this section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.
- (C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (D) Only those services expressly authorized by paragraph (ii) of this section are allowable under paragraph (ii).

(iii) Reporting for Own Employees

No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iv) Professional and technical services by Other than Own Employees

(A) The prohibition on the use of appropriated funds, in paragraph (1) of this section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action, if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.

(B) For purposes of paragraph (A) of this section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(D) Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(E) Only those services expressly authorized by paragraph (iv) of this section are allowable under paragraph (iv).

(c) Disclosure

- (1) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification indicating that the person has not made, and will not make, any payment prohibited by paragraph (b) of this clause.
- (2) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, Standard form-LLL, "Disclosure of Lobbying Activities," if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (b) of this clause if paid for with appropriated funds.
- (3) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (2) of this section. An event that materially affects the accuracy of the information reported includes:
 - (i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
 - (iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (4) Any person who requests or receives from a person referred to in paragraph (1) of this section a subcontract exceeding \$100,000 at any tier under the Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraph (1) of this section. That person shall forward all disclosure forms to the agency.

(d) Agreement

In accepting any contract resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties

- (1) Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.**
- (2) Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than \$10,000 and not more than \$1 00,000 for each such failure.**
- (3) Contractors may rely without liability on the representations made by their subcontractors in the certification and disclosure form.**

(f) Cost allowability

Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

(End of Clause)

BILLING CODE 3110-01-M

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

<p>1. Type of Federal Action</p> <p><input type="checkbox"/> a. Contract</p> <p>b. Grant</p> <p>c. Cooperative Agreement</p> <p>d. Loan</p> <p>e. Loan Guarantee</p> <p>f. Loan Insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. Bid/Offer/Application</p> <p>b. Initial Award</p> <p>c. Post-Award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. Initial Filing</p> <p>b. Material Change (For Material Change Only):</p> <p>Year ____ Quarter ____</p> <p>Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee <input type="checkbox"/> Tier, if known</p> <p>Congressional District, if known: _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime</p> <p>Congressional District, if known: _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10 a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p>(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	<p>10 b. Individuals Performing Services (including address, if different from 10 a.) (last name, first name, MI):</p> <p>(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> Actual <input type="checkbox"/> Planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. Retainer</p> <p><input type="checkbox"/> b. One-Time Fee</p> <p><input type="checkbox"/> c. Commission</p> <p><input type="checkbox"/> d. Contingent Fee</p> <p><input type="checkbox"/> e. Deferred</p> <p><input type="checkbox"/> f. Other; specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. Cash</p> <p><input type="checkbox"/> b. In-Kind; Specify: Nature _____</p> <p style="padding-left: 100px;">Value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</p> <p>(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or made into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 not more than \$100,000 for such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form LLL</p>

INSTRUCTIONS FOR COMPLETION OF SF-LLL, "DISCLOSURE OF LOBBYING ACTIVITIES"

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

SENIOR CITIZENS MILLAGE FUND

1998 ALLOCATIONS

CATHOLIC SOCIAL SERVICES Counseling		48,457
CENTER FOR HUMAN RESOURCES Crisis Line		6,215
COUNCIL ON AGING		1,412,548
Chore Services	83,038	
Foster Grandparents	22,108	
Homemaker Services	274,548	
Home Repair Services	113,245	
Outreach Services	190,072	
Programs	260,433	
Transportation	234,747	
Adult Day Care	30,431	
Group Meals	65,418	
Home Delivered Meals	88,713	
Home Delivered Meals - Weekend	49,795	
D.A.R.E.S.-PATHWAY SHELTER HOME		9,895
Emergency Shelter - Base	2,403	
Emergency Shelter - Expansion	4,610	
Prevention Education	2,882	
LEGAL ASSISTANCE Legal Services		109,162
PUBLIC GUARDIAN Guardianship		900
PUBLIC HEALTH DEPARTMENT Personal Care		70,992
VISITING NURSE ASSOCIATION		97,431
Respite Care Services	42,991	
Personal Care Services	53,440	
Adult Day Care - Dietary Supplement	1,000	
COMMISSION ON AGING Administration/Planning		28,007
AREA AGENCY ON AGING IB County Assessment - Match		13,700
TAX APPEALS - Set Aside		15,000
TOTALS		1,812,307

RESOLUTION 97-60

APPROPRIATING COUNTY LIBRARY SYSTEM OPERATING MILLAGE FUNDS
FOR 1998

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 District Library Board operates under the authority of Public Act 24 of 1989 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 1998 is as follows:

REVENUE

404	Current Property Taxes	1,845,359	
541	Single Business Tax	36,323	
665	Interest	<u>54,500</u>	
	TOTAL REVENUE		<u>1,936,182</u> =====

EXPENDITURES


704	Salaries & Wages, Perm.	272,795	
705	Salaries & Wages, Temp.	354,890	
706	Salaries & Wages, Overtime	5,000	
709	Longevity	1,500	
714	Employer's Medicare	9,196	
715	Employer's Social Security	39,319	
716	Hospital Insurance	45,700	
717	Life Insurance	1,080	
718	Retirement Contribution	36,308	
719	Dental Insurance	5,400	
721	Disability Insurance	64	
722	Unemployment Ins.	64	
723	Worker's Compensation	<u>12,638</u>	783,954
727	Office Supplies	<u>50,000</u>	50,000
801	Professional/Contractual	70,000	
850	Communications	35,000	
860	Travel-Mileage	4,000	
861	Travel-Other	6,500	
900	Printing	9,000	
926	Tax Tribunal Refunds	17,000	
930	Repairs & Services	10,000	
940	Equipment Rental	23,000	
953	Cost Allocation	68,066	
955	Miscellaneous	<u>10,000</u>	252,566
988.001	Other Equip.-Information Resources	<u>853,586</u>	<u>853,586</u>

TOTAL EXPENDITURES:

1,940,106
=====

DATED: December 3, 1997

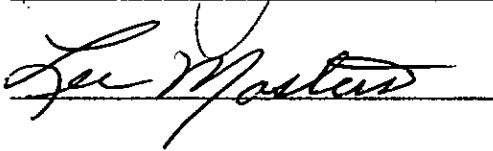
Reviewed and Approved by:



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







RESOLUTION 97-59

APPROPRIATING COUNTY PARKS AND RECREATION MILLAGE FUNDS
FOR 1998

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 1998 is as follows:

REVENUE

404	Current Property Tax	1,845,000	
414	Delinquent Taxes	100	
415	Personal Property Taxes	2,000	
541	Single Business Tax	36,300	
607	Fees	6,000	
665	Interest	60,000	
667	Rents	3,000	
669	Equipment Rental	3,000	
675	Donations	5,000	
691	Miscellaneous	1,000	
699	County Appropriation	<u>116,837</u>	
	TOTAL REVENUE:		2,078,237

=====

EXPENDITURES

703	Salaries & Wages, Supervisory	50,033	
704	Salaries & Wages, Permanent	107,551	
705	Salaries & Wages, Temporary	9,000	
706	Salaries & Wages, Overtime	600	
709	Longevity	3,500	
714	Employer's Medicare	2,474	
715	Employer's Social Security	10,582	
716	Hospitalization Insurance	29,600	
717	Life Insurance	600	
718	Retirement Contribution	21,019	
719	Dental Insurance	3,000	
721	Disability Insurance	16	
722	Unemployment Insurance	16	
723	Worker's Compensation	<u>3,413</u>	241,404

APPROPRIATING DRUG TASK FORCE MILLAGE FUNDS FOR 1998

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 1998 is as follows:

REVENUE

404	Current Property Taxes	1,047,057	
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:		1,119,766

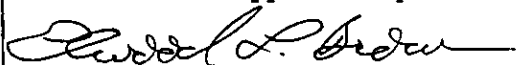
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EXPENDITURES

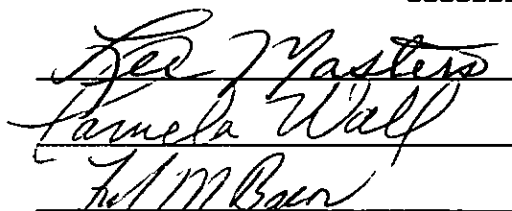
704	Salaries & Wages, Perm.	378,784	
706	Salaries & Wages, Overtime	60,000	
709	Longevity	14,050	
714	Employer's Medicare	6,566	
715	Employer's Social Security	28,076	
716	Hospital Insurance	44,200	
717	Life Insurance	1,080	
718	Retirement Contribution	58,868	
719	Dental Insurance	5,400	
721	Disability Insurance	45	
722	Unemployment Insurance	45	
723	Worker's Compensation	<u>9,056</u>	606,170
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	
860	Travel-Mileage	500	
861	Travel-Other	22,000	
910	Insurance and Bonds	135	
920	Utilities	36,000	
926	Tax Tribunal Refunds	1,000	
930	Repairs & Service	18,000	
940	Equipment Rental	45,000	
953	Cost Allocations	29,774	
955	Miscellaneous	100	
958	Education & Training	<u>6,000</u>	308,509
988	Other Equipment		25,000
997	Other Transfers Out		<u>170,263</u>
	TOTAL EXPENDITURES:		1,132,442

=====

DATED: December 3, 1997
Reviewed and Approved by:



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



RESOLUTION 97-56

SUPPORTING COUNTY PAYMENT OF DELINQUENT AMBULANCE BILLS
RESCINDING RESOLUTION 93-37

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

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

1. The County shall only be responsible for the reimbursement for delinquent ambulance claims for runs that occur on public roadways and are emergency in nature.
2. The County shall reimburse for delinquent claims(s) only when the injured has been determined to be indigent and was transported in accordance with the St. Clair County Medical Control Protocols.
3. A delinquent claim must be 12 months old before the County will pay.
4. The Ambulance Service Provider requesting payment for delinquent must:
 - a. demonstrate they have taken all legal action possible to collect payment, including proof of a small claims judgment, assignment to a collection agency and garnishment action.
 - b. give assignments to St. Clair County of its interest in monies to be collected.
 - c. will comply with any and all regulations which may be later adopted in relation to this issue.
5. The Emergency Management Coordinator shall be empowered to promulgate rules pertaining to the interpretation of this Resolution, subject to approval of the County Administrator.

BE IT FURTHER RESOLVED, that these policies shall take effect on January 1, 1998.




BE IT FURTHER RESOLVED, that any and all prior resolutions or parts thereof not consistent herewith, are hereby rescinded.

DATED: December 3, 1997

Reviewed and Approved by:



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

RESOLUTION 97- 57

APPROVING ST. CLAIR COUNTY'S PARTICIPATION IN THE
SOUTHEAST MICHIGAN RESOURCE CONSERVATION AND
DEVELOPMENT COUNCIL

WHEREAS, Southeastern Michigan is the only area within the State of Michigan that does not have an independent Resource Conservation and Development (RCD) Council which identifies and prioritizes soil erosion and natural resources problems; and

WHEREAS, an RCD Council would be charged with both identifying and prioritizing soil erosion and natural resource projects within Southeastern Michigan as well as ascertaining funding sources in order to remedy the identified erosion and natural resource projects; and

WHEREAS, the United States Department of Agriculture's Natural Resources Conservation Service is in the process of developing an RCD Council in Southeastern Michigan. The RCD Council would be established as a community based program and governed by local leaders; and

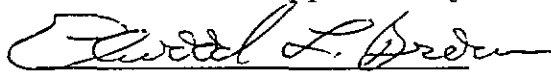
WHEREAS, St. Clair County and its citizens will benefit from the creation of an RCD Council that is charged with improving the social, economic and environmental opportunities for citizens of Southeastern Michigan; and

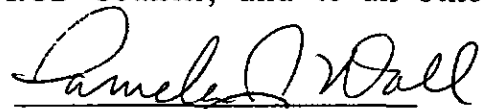
NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners on the 22nd day of October, 1997, supported the initiation of the Department of Agriculture's Natural Resources Conservation Services, to create a Resource Conservation and Development Council in Southeastern Michigan.

BE IT FURTHER RESOLVED, that this support be communicated to the United States Department of Agriculture's Natural Resources Conservation Service, to the other counties that have been identified to be included in the Southeast Michigan RCD Council, and to all other interested parties.

DATED: November 12, 1997

Reviewed and Approved by:


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







**ST. CLAIR CONSERVATION DISTRICT
2830 WADHAMS ROAD, P.O. BOX 7870
KIMBALL MI 48074-7870
PHONE: 810-984-3001**

October 22, 1997

Attention: Gordon Ruttan
Fax # 987-5931

The St. Clair Conservation District supports the formation of a Southeast Watershed Team. We feel there is a need to address the following areas of concern regarding land conservation, water management, and other environmental concerns in St. Clair County. Our workshops regarding wildlife habitat planning on your property address lack of natural cover which correlates with the RC&D plan. We plan on having a representative of the board attend their meetings to further address these issues.

Sincerely,


Sarah Jones
District Administrator

RESOLUTION 97-55

ADOPTING 1998 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 1998; 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:

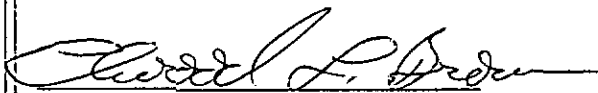
1) That the Budget for the County of St. Clair for fiscal year 1998 is attached hereto, marked as Exhibit "A".


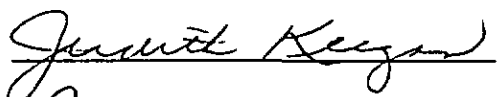
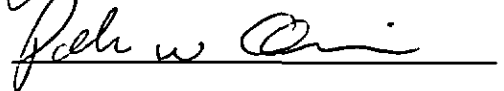
2) That said Budget conforms to the requirements of MSA 5.3228 (36) in every respect, setting forth amount appropriated, statements of estimated revenues, by source, in each fund, and is consistent with uniform charts of accounts prescribed by the State Treasurer.

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

DATED: November 12, 1997

Reviewed and Approved by:


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

County of St. Clair, Michigan

**1998 GENERAL FUND
BUDGETED CHANGES IN AVAILABLE FUND BALANCE**

Estimated Available Fund Balance at December 31, 1997	\$ 6,055,173
Add: 1998 Budgeted Revenue	38,459,525
Less: 1998 Budgeted Expenditures	<u>38,459,525</u>
Estimated Available Fund Balance at December 31, 1998	<u>\$ 6,055,173</u>

County of St. Clair, Michigan

**1998 GENERAL FUND
PROPOSED REVENUE BUDGET SUMMARY BY CONTROL CATEGORY**

Control Category

Judicial (130):	4,281,437
General Government (170):	31,707,560
Public Safety (300):	1,916,528
Health and Welfare (600):	54,000
Transfers In - Other (931)	<u>500,000</u>
TOTAL REVENUES SUMMARY	<u><u>38,459,525</u></u>

County of St. Clair, Michigan

**1998 GENERAL FUND
REVENUE BUDGET COMPARISONS SUMMARY**

TOTALS		<u>1996 Actual</u>	<u>1997 Estimated</u>	<u>1997 Budget</u>	<u>1998 Budget</u>
401	Taxes	18,644,790	19,009,765	19,001,765	19,934,535
450	Licenses and permits	208,595	212,933	206,000	212,000
539	State grants	6,036,701	5,326,063	4,824,069	5,571,051
600	Charges for services	3,388,514	3,543,225	3,389,736	3,709,831
655	Fines and forfeits	658,470	581,700	691,000	633,000
664	Interest and rent	1,799,869	1,456,600	1,766,200	1,799,148
671	Other revenues and reimbursements	1,727,340	1,972,624	2,048,464	2,091,096
695	Other financing sources	1,062,059	786,998	786,998	670,263
692	Cost allocation	-	2,825,436	2,825,436	3,838,601
		<u>33,526,338</u>	<u>35,715,344</u>	<u>35,539,668</u>	<u>38,459,525</u>

County of St. Clair, Michigan

1998 GENERAL FUND
REVENUE BUDGET SUMMARY - BY DEPARTMENT TOTALS

Judicial (130):

131	Circuit Court	132,000
136	District Court	2,269,300
141	Friend of Court	1,509,377
148	Probate Court - Adult	173,687
149	Probate Court - Juvenile	197,073
		<u>4,281,437</u>

General Government (170):

191	Elections	23,000
219	Clerk - Register	1,453,750
229	Prosecuting Attorney	297,092
253	Treasurer	29,840,968
257	Cooperative extension	9,000
275	Drain Commissioner	83,750
		<u>31,707,560</u>

Public Safety (300):

301	Sheriff and Patrol	564,771
331	Marine Safety	162,165
351	Jail	954,892
426	Emergency Services	28,500
430	Animal Shelter	206,200
		<u>1,916,528</u>

Health and Welfare (600):

685	Public Guardian	<u>54,000</u>
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Transfers In - Other (931)

931	Transfers in	<u>500,000</u>
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38,459,525

County of St. Clair, Michigan

1998 GENERAL FUND
PROPOSED EXPENDITURE BUDGET SUMMARY BY CONTROL CATEGORY

<u>Control Category</u>	
Legislative (100):	470,161
Judicial (130):	8,845,547
General Government (170):	8,531,200
Public Safety (300):	10,019,023
Public Works (440):	90,000
Health and Welfare (600):	505,215
Other functions control (850):	1,143,184
Debt Service (905)	86,000
Transfers Out - Appropriation (966)	<u>8,769,195</u>
TOTAL EXPENDITURES SUMMARY	<u><u>38,459,525</u></u>

County of St. Clair, Michigan

**1998 GENERAL FUND
EXPENDITURE BUDGET SUMMARY**

Legislative (100):

101-101	Board of Commissioners	161,252
101-103	Other Legislative Activities	308,909
		<hr/>
		470,161

Judicial (130):

101-131	Circuit Court	2,189,469
101-136	District Court	2,386,809
101-141	Friend of Court	1,722,692
101-148	Probate Court - Adult	727,534
101-149	Probate Court - Juvenile	1,691,608
101-151	Probation - Adult	127,435
		<hr/>
		8,845,547

General Government (170):

101-191	Elections	177,995
101-219	Clerk - Register	790,859
101-223	Administrator/Controller	559,924
101-225	Equalization	422,820
101-226	Personnel	209,913
101-229	Prosecuting Attorney	2,049,041
101-234	Stores - Central Supply	100,000
101-243	Lands and Graphics	196,063
101-248	Boundary Commission	200
101-249	Plat Board	300
101-253	Treasurer	420,127
101-257	Cooperative Extension	313,846
101-261	Building Authority	1,141,250
101-265	Building and Grounds	1,876,040
101-275	Drain Commissioner	258,422
101-291	County Agricultural Society	5,000
101-296	County Motor Pool	9,400
		<hr/>
		8,531,200

County of St. Clair, Michigan

**1998 GENERAL FUND
EXPENDITURE BUDGET SUMMARY**

Public Safety (300):

101-301	Sheriff and Patrol	5,041,001
101-331	Marine Safety	235,945
101-332	Dive Team	5,000
101-351	Jail	4,314,648
101-426	Emergency Services	145,565
101-428	Livestock Claims	500
101-430	Animal Shelter	276,364
		<u>10,019,023</u>

Public Works (440):

101-445	Drains - Public Benefit	<u>90,000</u>
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Health and Welfare (600):

101-651	Ambulance - E.M.S.	185,667
101-681	Veterans Burial	23,000
101-682	Veterans Counselor	100,202
101-685	Public Guardian	196,346
		<u>505,215</u>

Other functions control (850):

101-865	Insurance	850,000
101-890	Contingencies	293,184
		<u>1,143,184</u>

Debt Service (906)

101-906	Debt service	<u>86,000</u>
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	Total General Fund Expenditures	<u>29,690,330</u>
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County of St. Clair, Michigan

**1998 GENERAL FUND
EXPENDITURE BUDGET SUMMARY**

Transfers Out - Appropriation (966)

999-001	Law Library	9,500
999-002	Soldiers Relief	1,200
999-003	County Road	806,590
999-005	Health Department	2,248,160
999-006	Mental Health	927,837
999-007	Child Care - Probate	1,783,743
999-008	Child Care-Welfare	355,000
999-009	Social Services	187,350
999-010	County Library	998,460
999-011	County Airport	84,350
999-012	Public Improvement	280,000
999-013	County Planning	370,330
999-014	Office Automation	230,000
999-016	Radio Communications	-
999-017	Secondary Road Patrol	16,835
999-018	Insurance Claims	30,000
999-019	Household Hazardous Waste	-
999-020	Parks and Recreation Millage	116,837
999-021	Community Development Block Grant	10,000
999-022	Local Law Enforcement Grant	-
999-023	Data Processing	283,003
999-024	Community Corrections	30,000
		<u>8,769,195</u>
	Total General Fund Expenditures and Transfers Out	<u>38,459,525</u>

County of St. Clair, Michigan

**1998 GENERAL FUND
EXPENDITURE BUDGET COMPARISONS SUMMARY**

<u>Control Category</u>	<u>1996 Actual</u>	<u>1997 Estimated</u>	<u>1997 Budget</u>	<u>1998 Budget</u>
Legislative (100):	418,195	470,580	476,243	470,161
Judicial (130):	7,335,567	8,466,175	8,356,256	8,845,547
General Government (170):	5,862,637	7,646,925	7,408,554	8,531,200
Public Safety (300):	8,802,383	9,347,762	9,548,512	10,019,023
Public Works (440):	78,565	80,000	80,000	90,000
Health and Welfare (600):	421,826	518,613	521,588	505,215
Parks and Recreation (750)	-	-	-	-
Other functions control (850):	693,840	1,151,914	700,807	1,143,184
Debt Service (905)	-	89,000	89,000	86,000
Transfers Out - Appropriation (966)	8,151,424	8,407,181	8,358,708	8,769,195
TOTAL EXPENDITURES SUMMARY	<u>31,764,437</u>	<u>36,178,150</u>	<u>35,539,668</u>	<u>38,459,525</u>

RESOLUTION 97- 54

ESTABLISHING SALARIES OF SPECIFIC CLASSIFICATIONS
SUBJECT TO THE WAGE GRADE PLAN FOR 1998

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 St. Clair County Board of Commissioners at a Special Budget Work Session, has reviewed and evaluated the compensation of said Wage Grade Plan classifications, and recommended the action specified herein to the full Board of Commissioners, and the Board concluding 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 (1998) effective January 1, 1998.

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

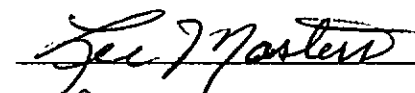
DATED: November 12, 1997

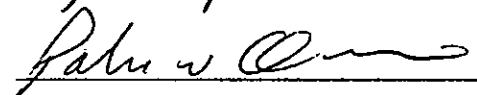
Reviewed and Approved by:



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







1998
WAGE GRADE PLAN
CLASSIFICATION SCHEDULE

<u>WAGE GRADE</u>	<u>CLASSIFICATION</u>
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
084	Program Specialist - Emergency Management
088	Account Clerk II - Probation
088	Mediation Assignment Clerk - Circuit Court
088	Secretary - Personnel
093	Office Coordinator - Public Health
094	Food Services Supervisor - Sheriff - Jail
094	Reimbursement Manager - Mental Health
096	Bailiff - Circuit Court
096	Bailiff - Probate Court
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	Office Coordinator - Cooperative Extension
102	Pretrial Services Investigator - District Court
102	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
108	Immunization Registry Coordinator - Public Health
112	Animal Control Officer
112	Bailiff/Law Clerk - Circuit Court
112	Computer Programmer
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
123	Community Relations Coordinator - Library
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
131	WIC Program Director
133	Accountant/Auditor - Administrator/Controller
133	Computer Systems Coordinator - Library
133	Systems Coordinator - Friend of Court
134	Court Reporter - Circuit Court
134	Director of Health Education & Planning - Public Health

1998
WAGE & GRADE
SCHEDULE

ADMINISTRATOR/CONTROLLER

103 - Admin-Landfill Assistant
133 - 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
096 - Bailiff
099 - Administrative Secretary
112 - Bailiff/Law Clerk
134 - Court Reporter
238 - Court Administrator + \$6,000. 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
102 - Pretrial Services Investigator
107 - Comm. Serv. Work Prog. Coord.

DRAIN COMMISSION

MENTAL HEALTH

094 - Reimbursement Manager
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 - Secretary
169 - Labor Relations Coordinator
176 - Director

PLANNING

183 - Director

PROBATE COURT

096 - 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

093 - Office Coordinator
108 - Immunization Registry Coordinator

STEP	# 1	# 2	# 3	# 4	# 5	# 6	# 7
070	19,588	19,977	20,377	21,191	22,038	22,918	23,835
071	19,803	20,198	20,600	21,424	22,280	23,171	24,098
072	20,017	20,417	20,825	21,657	22,522	23,423	24,361
073	20,232	20,636	21,049	21,890	22,766	23,674	24,623
074	20,449	20,856	21,273	22,123	23,006	23,926	24,884
075	20,664	21,076	21,497	22,356	23,251	24,180	25,147
076	20,879	21,295	21,721	22,590	23,492	24,431	25,409
077	21,095	21,515	21,944	22,823	23,736	24,684	25,672
078	21,310	21,735	22,170	23,055	23,978	24,935	25,933
079	21,525	21,954	22,393	23,288	24,219	25,186	26,194
080	21,739	22,174	22,616	23,521	24,461	25,438	26,456
081	21,954	22,393	22,839	23,752	24,701	25,690	26,718
082	22,171	22,613	23,064	23,986	24,945	25,942	26,979
083	22,386	22,832	23,288	24,219	25,186	26,193	27,240
084	22,601	23,052	23,514	24,453	25,430	26,447	27,506
085	22,817	23,272	23,737	24,685	25,672	26,699	27,768
086	23,032	23,491	23,960	24,918	25,916	26,951	28,031
087	23,247	23,711	24,186	25,154	26,157	27,204	28,292
088	23,461	23,931	24,409	25,384	26,399	27,454	28,552
089	23,676	24,151	24,633	25,618	26,641	27,707	28,816
090	23,893	24,369	24,855	25,848	26,883	27,957	29,076
091	24,108	24,589	25,080	26,083	27,125	28,209	29,337
092	24,323	24,808	25,303	26,315	27,366	28,461	29,598
093	24,539	25,028	25,528	26,549	27,610	28,714	29,863
094	24,754	25,248	25,752	26,782	27,853	28,965	30,125
095	24,969	25,467	25,976	27,015	28,094	29,218	30,386
096	25,183	25,687	26,199	27,248	28,337	29,469	30,649
097	25,398	25,906	26,423	27,480	28,578	29,721	30,911
098	25,615	26,127	26,649	27,713	28,822	29,974	31,173
099	25,830	26,347	26,872	27,947	29,064	30,226	31,435
100	26,045	26,565	27,096	28,178	29,305	30,476	31,695
101	26,261	26,784	27,319	28,413	29,548	30,728	31,958
102	26,476	27,005	27,543	28,646	29,792	30,982	32,222
103	26,691	27,224	27,768	28,877	30,033	31,233	32,483
104	26,905	27,443	27,992	29,111	30,274	31,485	32,745
105	27,120	27,663	28,215	29,344	30,516	31,737	33,006
106	27,336	27,882	28,440	29,577	30,759	31,989	33,267
107	27,552	28,101	28,663	29,809	31,002	32,240	33,530
108	27,767	28,321	28,888	30,042	31,243	32,493	33,791
109	27,983	28,541	29,112	30,275	31,486	32,746	34,056
110	28,198	28,759	29,334	30,508	31,729	32,996	34,317
111	28,413	28,980	29,558	30,742	31,971	33,249	34,579
112	28,627	29,199	29,783	30,974	32,214	33,501	34,841
113	28,842	29,419	30,008	31,207	32,454	33,752	35,102
114	29,058	29,638	30,231	31,440	32,698	34,003	35,365
115	29,274	29,857	30,456	31,673	32,939	34,256	35,626
116	29,489	30,078	30,678	31,908	33,181	34,508	35,887
117	29,705	30,297	30,902	32,138	33,422	34,759	36,150
118	29,920	30,516	31,127	32,370	33,665	35,011	36,411
119	30,135	30,737	31,351	32,604	33,908	35,264	36,675
120	30,349	30,956	31,573	32,836	34,149	35,513	36,935

STEP	# 1	# 2	# 3	# 4	# 5	# 6	# 7
GRADE							
121	30,564	31,175	31,798	33,070	34,391	35,766	37,197
122	30,780	31,395	32,021	33,301	34,633	36,019	37,459
123	30,996	31,614	32,245	33,536	34,877	36,270	37,721
124	31,211	31,834	32,470	33,769	35,118	36,522	37,982
125	31,427	32,054	32,693	34,000	35,360	36,775	38,246
126	31,642	32,273	32,918	34,234	35,602	37,027	38,507
127	31,857	32,493	33,142	34,468	35,846	37,279	38,772
128	32,071	32,712	33,367	34,701	36,088	37,530	39,032
129	32,286	32,933	33,590	34,933	36,329	37,783	39,293
130	32,502	33,152	33,814	35,165	36,571	38,034	39,555
131	32,718	33,371	34,037	35,398	36,814	38,286	39,816
132	32,933	33,590	34,261	35,631	37,056	38,538	40,080
133	33,149	33,811	34,486	35,864	37,299	38,790	40,342
134	33,364	34,030	34,710	36,097	37,541	39,041	40,604
135	33,579	34,249	34,933	36,329	37,783	39,293	40,866
136	33,793	34,469	35,158	36,564	38,026	39,548	41,130
137	34,008	34,688	35,381	36,796	38,268	39,798	41,390
138	34,224	34,908	35,605	37,030	38,509	40,050	41,651
139	34,440	35,129	35,831	37,263	38,753	40,303	41,913
140	34,655	35,347	36,053	37,493	38,993	40,552	42,176
141	34,871	35,566	36,277	37,727	39,237	40,804	42,437
142	35,086	35,787	36,501	37,960	39,477	41,056	42,698
143	35,301	36,005	36,726	38,194	39,721	41,310	42,961
144	35,514	36,225	36,949	38,425	39,963	41,561	43,223
145	35,729	36,444	37,174	38,661	40,206	41,813	43,486
146	35,945	36,663	37,397	38,893	40,448	42,066	43,748
147	36,160	36,884	37,621	39,125	40,690	42,316	44,009
148	36,376	37,103	37,846	39,359	40,932	42,569	44,274
149	36,591	37,322	38,070	39,592	41,175	42,821	44,535
150	36,807	37,542	38,292	39,824	41,416	43,073	44,796
151	37,022	37,762	38,516	40,056	41,658	43,324	45,056
152	37,236	37,981	38,740	40,290	41,901	43,577	45,318
153	37,451	38,201	38,965	40,523	42,144	43,830	45,582
154	37,667	38,420	39,190	40,756	42,386	44,079	45,842
155	37,882	38,639	39,309	40,989	42,628	44,332	46,106
156	38,098	38,861	39,637	41,222	42,870	44,584	46,367
157	38,313	39,079	39,861	41,454	43,113	44,838	46,631
158	38,529	39,299	40,086	41,688	43,354	45,089	46,893
159	38,744	39,518	40,309	41,920	43,596	45,341	47,154
160	38,958	39,738	40,532	42,153	43,838	45,591	47,414
161	39,173	39,958	40,755	42,385	44,078	45,841	47,675
162	39,389	40,177	40,978	42,617	44,323	46,095	47,939
163	39,604	40,396	41,203	42,852	44,564	46,346	48,200
164	39,820	40,616	41,427	43,084	44,807	46,599	48,463
165	40,035	40,836	41,651	43,318	45,049	46,851	48,724
166	40,251	41,055	41,874	43,549	45,292	47,104	48,988
167	40,466	41,275	42,100	43,783	45,533	47,355	49,248
168	40,680	41,494	42,324	44,016	45,777	47,606	49,510
169	40,895	41,714	42,548	44,248	46,017	47,858	49,771
170	41,111	41,933	42,771	44,480	46,259	48,109	50,033
171	41,326	42,153	42,995	44,715	46,503	48,363	50,298

JOB CLASS SELECTED- *ALL SELECTED YEAR 1997 INCREASE 2.50 % FOR YEAR 1998

STEP	# 1	# 2	# 3	# 4	# 5	# 6	# 7
172	41,542	42,372	43,218	44,947	46,744	48,614	50,558
173	41,757	42,593	43,444	45,180	46,987	48,866	50,821
174	41,973	42,812	43,667	45,414	47,229	49,117	51,083
175	42,188	43,032	43,891	45,646	47,472	49,370	51,345
176	42,402	43,251	44,115	45,879	47,714	49,622	51,607
177	42,617	43,470	44,338	46,111	47,956	49,874	51,868
178	42,833	43,691	44,563	46,345	48,199	50,126	52,129
179	43,048	43,910	44,787	46,578	48,442	50,379	52,394
180	43,263	44,127	45,010	46,811	48,682	50,630	52,655
181	43,479	44,348	45,234	47,042	48,924	50,880	52,915
182	43,695	44,568	45,459	47,277	49,167	51,133	53,178
183	43,910	44,787	45,683	47,510	49,409	51,385	53,440
184	44,124	45,007	45,907	47,741	49,653	51,638	53,703
185	44,339	45,226	46,131	47,976	49,893	51,890	53,964
186	44,555	45,445	46,355	48,208	50,136	52,140	54,225
187	44,770	45,666	46,578	48,442	50,379	52,393	54,489
188	44,985	45,885	46,804	48,674	50,622	52,645	54,751
189	45,201	46,105	47,027	48,908	50,864	52,898	55,014
190	45,417	46,323	47,249	49,140	51,103	53,148	55,273
191	45,632	46,544	47,474	49,372	51,347	53,400	55,537
192	45,846	46,764	47,697	49,606	51,589	53,653	55,798
193	46,061	46,983	47,922	49,839	51,831	53,905	56,060
194	46,277	47,202	48,146	50,070	52,073	54,157	56,324
195	46,492	47,422	48,371	50,304	52,316	54,407	56,584
196	46,707	47,642	48,584	50,538	52,558	54,660	56,848
197	46,923	47,861	48,819	50,771	52,801	54,913	57,109
198	47,139	48,081	49,043	51,004	53,043	55,166	57,371
199	47,354	48,300	49,267	51,236	53,286	55,416	57,632
200	47,568	48,519	49,490	51,469	53,528	55,668	57,894
201	47,783	48,739	49,714	51,701	53,768	55,920	58,155
202	47,999	48,959	49,937	51,935	54,011	56,172	58,422
203	48,214	49,180	50,164	52,169	54,257	56,427	58,683
204	48,429	49,399	50,387	52,403	54,498	56,679	58,946
205	48,645	49,618	50,609	52,634	54,740	56,930	59,206
206	48,861	49,838	50,834	52,866	54,981	57,181	59,468
207	49,076	50,057	51,057	53,101	55,224	57,433	59,730
208	49,290	50,276	51,282	53,333	55,467	57,686	59,993
209	49,505	50,497	51,507	53,567	55,709	57,937	60,256
210	49,721	50,716	51,731	53,800	55,952	58,191	60,519
211	49,936	50,935	51,954	54,033	56,195	58,442	60,779
212	50,151	51,156	52,179	54,266	56,435	58,694	61,042
213	50,367	51,376	52,402	54,497	56,678	58,945	61,302
214	50,583	51,594	52,626	54,731	56,918	59,197	61,564
215	50,798	51,814	52,850	54,964	57,162	59,448	61,825
216	51,012	52,032	53,073	55,195	57,404	59,700	62,086
217	51,227	52,251	53,297	55,429	57,647	59,953	62,351
218	51,443	52,472	53,522	55,664	57,890	60,206	62,614
219	51,658	52,691	53,746	55,955	58,133	60,459	62,877
220	51,873	52,911	53,969	56,129	58,374	60,709	63,137
221	52,088	53,130	54,194	56,362	58,617	60,961	63,399
222	52,305	53,351	54,418	56,595	58,859	61,213	63,662

JOB CLASS SELECTED- *ALL SELECTED YEAR 1997 INCREASE 2.50 % FOR YEAR 1998

STEP	# 1	# 2	# 3	# 4	# 5	# 6	# 7
GRADE							
223	52,520	53,571	54,642	56,826	59,099	61,464	63,922
224	52,734	53,790	54,867	57,061	59,343	61,717	64,184
225	52,949	54,008	55,090	57,292	59,584	61,967	64,447
226	53,165	54,228	55,313	57,525	59,827	62,220	64,709
227	53,380	54,448	55,538	57,759	60,070	62,473	64,972
228	53,595	54,667	55,762	57,991	60,312	62,726	65,233
229	53,810	54,887	55,986	58,226	60,554	62,976	65,493
230	54,027	55,106	56,209	58,457	60,795	63,227	65,756
231	54,242	55,326	56,432	58,689	61,037	63,480	66,018
232	54,456	55,547	56,656	58,923	61,280	63,731	66,280
233	54,671	55,766	56,879	59,156	61,522	63,982	66,542
234	54,887	55,986	57,105	59,389	61,764	64,234	66,807
235	55,102	56,204	57,328	59,621	62,005	64,488	67,067
236	55,317	56,424	57,554	59,856	62,249	64,738	67,328
237	55,532	56,644	57,777	60,089	62,491	64,992	67,591
238	55,749	56,863	58,000	60,319	62,733	65,242	67,852
239	55,964	57,082	58,224	60,553	62,975	65,492	68,113
240	56,178	57,303	58,449	60,786	63,218	65,746	68,377
241	56,393	57,522	58,672	61,019	63,459	65,998	68,638
242	56,609	57,741	58,895	61,252	63,703	66,251	68,903
243	56,824	57,962	59,120	61,485	63,945	66,502	69,163
244	57,039	58,181	59,344	61,719	64,187	66,754	69,424
245	57,254	58,400	59,568	61,951	64,429	67,006	69,686
246	57,471	58,678	59,791	62,184	64,670	67,256	69,947
247	57,686	58,839	60,015	62,416	64,913	67,509	70,209
248	57,900	59,058	60,238	62,649	65,155	67,761	70,472
249	58,115	59,279	60,464	62,882	65,397	68,013	70,734
250	58,331	59,498	60,688	63,114	65,640	68,265	70,996
251	58,551	59,723	60,918	63,351	65,888	68,524	71,265
252	58,772	59,947	61,146	63,589	66,136	68,783	71,534
253	58,993	60,173	61,375	63,827	66,384	69,041	71,803
254	59,213	60,397	61,605	64,064	66,632	69,299	72,072
255	59,434	60,623	61,833	64,301	66,879	69,558	72,340
256	59,655	60,847	62,063	64,539	67,127	69,816	72,610
257	59,875	61,072	62,291	64,776	67,375	70,074	72,879
258	60,096	61,297	62,521	65,014	67,623	70,333	73,148
259	60,316	61,522	62,749	65,252	67,871	70,592	73,417
260	60,538	61,746	62,979	65,488	68,119	70,850	73,685
261	60,758	61,972	63,208	65,726	68,368	71,108	73,955
262	60,978	62,196	63,437	65,964	68,616	71,367	74,223
263	61,199	62,420	63,666	66,201	68,864	71,625	74,493
264	61,420	62,646	63,894	66,438	69,112	71,884	74,761
265	61,640	62,870	64,124	66,676	69,359	72,143	75,030
266	61,861	63,095	64,353	66,913	69,607	72,401	75,300
267	62,081	63,320	64,582	67,151	69,855	72,659	75,568
268	62,303	63,545	64,811	67,389	70,103	72,917	75,838
269	62,523	63,769	65,040	67,625	70,351	73,176	76,106
270	62,743	63,995	65,269	67,863	70,599	73,434	76,375
271	62,963	64,219	65,499	68,100	70,847	73,693	76,644
272	63,251	64,444	65,727	68,338	71,095	73,952	76,913
273	63,471	64,669	65,956	68,576	71,343	74,210	77,183

RESOLUTION 97 - 53

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 1998 Marine Enforcement Program in an amount not to exceed \$235,945.

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

DATED: November 12, 1997

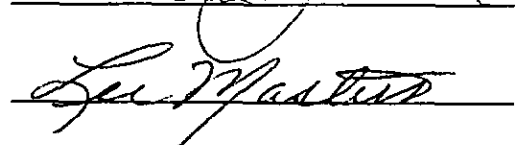
Reviewed and Approved by:



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







DISTRIBUTING THE 1998 COUNTY ROAD
APPROPRIATION

WHEREAS, the determination of the Board of County Road Commissioners of County road needs for 1998 has been presented to the St. Clair County Board of Commissioners, and it has been determined to appropriate the sum of \$806,590 from the County General fund.


NOW, THEREFORE, BE IT RESOLVED: that


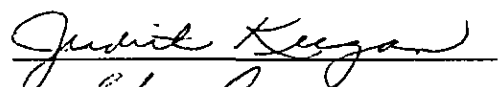

1) An appropriation of \$ 806,590 to be allocated in the 1998 budget, is hereby made for the County Local Road Money Programs to be matched 100% by Townships. These dollars allocated to the Road Commission in four equal payments to be designated for the Townships on a formula basis.

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

DATED: November 12, 1997

Reviewed and Approved by:


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

ESTABLISHING SALARIES
OF SPECIFIC COUNTY OFFICERS FOR 1998

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

WHEREAS, the St. Clair County Board of Commissioners at a Special Budget Work Session, has reviewed and evaluated the compensation of said Officers and recommended the action specified herein to the full 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 (1998) effective January 1, 1998.

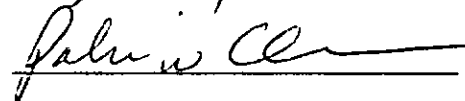
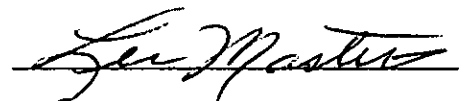
3) All resolutions and parts of resolutions in conflict with this resolution, are, to the extent of the conflict, hereby rescinded.

DATED: November 12, 1997

Reviewed and Approved by:



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



ELECTED OFFICIALS AND DEPUTIES
PROPOSED SALARIES

	<u>Present Salary</u>	<u>1998 Salary</u>	<u>Amt. of Increase</u>	<u>Percent Increase</u>
<u>ELECTED OFFICIALS</u>				
Drain Commissioner	42,683	43,750	1,067	2.5%
Treasurer	45,733	46,876	1,143	2.5%
Clerk-Register	48,963	51,187*	2,224	4.5%
Sheriff	61,695	63,237	1,542	2.5%
Prosecuting Atty.	81,231	83,262	2,031	2.5%
Surveyor (includes Remonumentation Administrator)	10,769	To Be Determined		
<u>APPOINTED DEPUTIES</u>				
Dep. Drain Commissioner	31,617	32,407	790	2.5%
Dep. Register of Deeds	33,642	34,483	841	2.5%
Deputy Clerk	33,642	34,483	841	2.5%
Deputy Treasurer	34,479	35,341	862	2.5%
Undersheriff	56,414	57,824	1,410	2.5%
Chief Asst. Pros.	75,139	77,017	1,878	2.5%

* Includes \$1,000 increase for Lands & Graphics Department responsibilities

APPORTIONING TAXES FOR 1997

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:

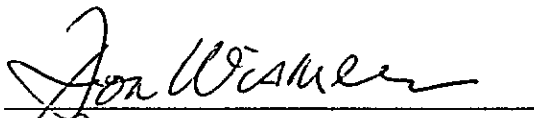
- 1) That the St. Clair County Board of Commissioners does hereby adopt the St. Clair County Tax Report for the year 1997.
- 2) That the apportionment and millage of taxes are to be spread in accordance with the statute in such case made and provided, as evidenced by the St. Clair County Tax Report for the year 1997.
- 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 12, 1997

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 12, 1997
SUBJECT: Adoption of 1997 Apportionment Report Labeled
Exhibit "A" and dated October 8, 1997

Attached is a copy of the 4 page Apportionment Report (State Form L-4022) dated October 8, 1997, 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 is 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-4022. However, only the official form is to be adopted.

A Government of Service



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

DATED: OCTOBER 8, 1997

ADOPTED: _____

	TAXABLE VALUATION	SEPARATE OR ALLOCATED	MILLAGES		PURPOSE
			EXTRA - VOTED OPERATE	BLOG-SITE-DEBT	
STATE EDUCATION TAX	3,844,361,916	6.0000			
COUNTY ST. CLAIR	3,844,361,916	5.3869	1.7531	.0000	SENIOR CITIZENS, DRUG TASK FORCE, LIBRARY, PARKS
TOWNSHIPS:					
BERLIN	57,390,443	.8252	.8252	.0000	FIRE
BROCKWAY	28,681,200	.9499	3.1914	.0000	FIRE, ROADS
BURTONVILLE	73,363,860	.7710	1.5131	.0000	BUS, FIRE
CASCO	79,968,279	.8417	.0000	.0000	
CHINA CHARTER	429,451,794	1.0000	1.0000	.0000	ROADS
CLAY	293,496,805	.6200	.0000	.0000	
CLYDE	96,411,907	.7786	.0000	.0000	
COLUMBUS	93,126,824	.8553	.0000	.0000	
COTTRELLVILLE	74,120,338	.7991	.0000	.0000	
FAST CHINA CHARTER	348,685,264	3.3315	.0000	.0000	
ENNETT	32,739,311	.9142	.7380	.0000	NEW TOWNSHIP HALL
FORT GRATIOT CHARTER	260,446,907	.7369	.6480	.0000	BUS
GRANT	26,623,131	.8942	2.8738	1.4600	FIRE, ROADS, NEW TOWNSHIP HALL
GREENWOOD	77,157,386	1.0000	2.0000	.0000	FIRE, ROADS, REFUSE
IRA	112,494,741	.7361	.9200	.7400	FIRE
KENOSKEE	38,159,998	.8247	1.6978	.0000	FIRE
KIMBALL	112,953,108	.8602	.0000	.0000	
LYNN	19,880,992	.9710	.9710	.0000	ROADS
MUSSEY	62,678,211	.9507	1.1408	.0000	FIRE
PORTR HURON CHARTER	157,519,635	1.0000	2.2838	2.0000	FIRE, ROADS, BUS, SEWER
RILEY	57,762,186	.8345	.0000	.0000	
ST. CLAIR	155,929,729	.8308	.0000	.0000	
WALES	52,220,125	.8265	.0000	.0000	

CITIES:	TAXABLE VALUATION	TOTAL TAX RATES	DOLLARS OF AD VALOREM TAXES LEVIED
ALGONAC	74,710,543	14.5744	1,089,876
MARINE CITY	80,326,069	23.2500	1,867,581
MARYSVILLE	247,788,633	16.8100	4,501,527
MEMPHIS	5,774,382	16.1216	93,092
PORT HURON	505,394,429	16.8200	8,591,199 (A)
ST. CLAIR	145,390,359	17.5806	2,556,050
VALE	23,519,331	12.9564	304,674
VILLAGES:			
CAPAC	18,760,305	23.2041	435,316
ENNETT	3,366,397	9.9050	19,879

(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 VALOREM MILLAGES APPORTIONED BY THE COUNTY BOARD OF COMMISSIONERS OF THE COUNTY OF ST. CLAIR FOR THE YEAR 1997.

_____(SIGNATURE)_____ COUNTY CLERK

NOTARIZATION

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

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

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

OF THE COUNTY OF ST. CLAIR FOR THE YEAR 1997

EXHIBIT "A"

PAGE 2 OF 4

DATE: OCTOBER 8, 1997 ADOPTED: _____

ALL PRO- PARTY	NON- HOME- STEAD	SCHOOL DISTRICTS NAME AND CODES	TOWNSHIP OR CITY WHERE SCHOOL DISTRICT IS LOCATED	TAXABLE VALUATION	MILLAGES			COUNTY USE (NOTES, REMARKS, COMMENTS)
					ISO ONLY SEPARATE OR ALLOCATED	EXTRA - VOTED OPERATE	BLOG-SITE-DEBT	
X	X	ALGONAC COMM.	74-030 CITY OF ALGONAC	74,710,343		.0000 *	3.2500 *	
			CITY OF ALGONAC	22,893,354		18.0000 *	.0000 *	
X	X		CLAY TOWNSHIP	293,498,805		.0000 *	3.2500 *	
			CLAY TOWNSHIP	98,200,154		18.0000 *	.0000 *	
X	X		IRA TOWNSHIP	51,567,411		.0000 *	3.2500 *	
			IRA TOWNSHIP	17,103,818		18.0000 *	.0000 *	
X	X	CAPAC COMM.	74-040 BERLIN TOWNSHIP	23,102,643		.0000	4.4000	
			BERLIN TOWNSHIP	4,484,949		18.0000	.0000	
X	X		BROCKWAY TOWNSHIP	288,113		.0000	4.4000	
			BROCKWAY TOWNSHIP	4,755		18.0000	.0000	
X	X		ENNETT TOWNSHIP	14,333,969		.0000	4.4000	
			ENNETT TOWNSHIP	3,045,409		18.0000	.0000	
X	X		LYNN TOWNSHIP	9,949,204		.0000	4.4000	
			LYNN TOWNSHIP	2,448,075		18.0000	.0000	
X	X		MUSSEY TOWNSHIP	62,678,211		.0000	4.4000	
			MUSSEY TOWNSHIP	23,650,444		18.0000	.0000	
X	X		RILEY TOWNSHIP	19,831,905		.0000	4.4000	
			RILEY TOWNSHIP	3,617,560		18.0000	.0000	
X	X	EAST CHINA TWP.	74-050 CITY OF MARINE CITY	80,326,069		.0000	2.0000	
			CITY OF MARINE CITY	37,140,005		18.0000	.0000	
X	X		CITY OF ST. CLAIR	145,390,355		.0000	2.0000	
			CITY OF ST. CLAIR	53,041,233		18.0000	.0000	
X	X		CASCO TOWNSHIP	32,598,794		.0000	2.0000	
			CASCO TOWNSHIP	8,092,547		18.0000	.0000	
X	X		CHINA TOWNSHIP	429,451,794		.0000	2.0000	
			CHINA TOWNSHIP	367,405,130		18.0000	.0000	
X	X		COLUMBUS TOWNSHIP	28,166,518		.0000	2.0000	
			COLUMBUS TOWNSHIP	8,138,330		18.0000	.0000	
X	X		COTTRELLVILLE TWP.	74,120,338		.0000	2.0000	
			COTTRELLVILLE TWP.	17,499,311		18.0000	.0000	
X	X		EAST CHINA TWP.	348,685,264		.0000	2.0000	
			EAST CHINA TWP.	274,482,323		18.0000	.0000	
X	X		IRA TOWNSHIP	11,743,155		.0000	2.0000	
			IRA TOWNSHIP	3,202,078		18.0000	.0000	
X	X		ST. CLAIR TOWNSHIP	117,966,826		.0000	2.0000	
			ST. CLAIR TOWNSHIP	35,088,794		18.0000	.0000	
X	X	MARYSVILLE PUBLIC	74-100 CITY OF MARYSVILLE	267,788,633		.0000 *	2.9500	
			CITY OF MARYSVILLE	141,876,390		18.0000 *	.0000	
X	X		COLUMBUS TOWNSHIP	2,755,186		.0000	2.9500	
			COLUMBUS TOWNSHIP	366,139		19.0000	.0000	
X	X		KIMBALL TOWNSHIP	27,223,142		.0000	2.9500	
			KIMBALL TOWNSHIP	7,435,219		18.0000	.0000	
X	X		ST. CLAIR TOWNSHIP	37,962,903		.0000	2.9500	
			ST. CLAIR TOWNSHIP	12,781,046		18.0000	.0000	
X	X		WALES TOWNSHIP	811,153		.0000	2.9500	
			WALES TOWNSHIP	178,616		18.0000	.0000	
X	X	MEMPHIS COMM.	74-120 CITY OF MEMPHIS	5,774,382		.0000	1.0000	
			CITY OF MEMPHIS	2,289,436		17.9676	.0000	
X	X		COLUMBUS TOWNSHIP	2,098,310		.0000	1.0000	
			COLUMBUS TOWNSHIP	312,430		17.9676	.0000	
X	X		KENOCKEE TOWNSHIP	450,003		.0000	1.0000	
			KENOCKEE TOWNSHIP	30,242		17.9676	.0000	
X	X		KIMBALL TOWNSHIP	122,226		.0000	1.0000	
			KIMBALL TOWNSHIP	36,972		17.9676	.0000	
X	X		RILEY TOWNSHIP	29,531,398		.0000	1.0000	
			RILEY TOWNSHIP	6,515,092		17.9676	.0000	
X	X		WALES TOWNSHIP	37,468,729		.0000	1.0000	
			WALES TOWNSHIP	7,354,018		17.9676	.0000	
X	X	PORT HURON AREA	74-010 CITY OF PORT HURON	505,394,429		.0000 *	2.0000 *	
			CITY OF PORT HURON	273,843,553		18.0000 *	.0000 *	
X	X		BURTCHEVILLE TWP.	54,382,601		.0000 *	2.0000 *	
			BURTCHEVILLE TWP.	14,746,718		18.0000 *	.0000 *	
X	X		CLYDE TOWNSHIP	64,753,526		.0000 *	2.0000 *	
			CLYDE TOWNSHIP	10,000,810		18.0000 *	.0000 *	
X	X		FORT GRATIOT TWP.	260,446,907		.0000 *	2.0000 *	
			FORT GRATIOT TWP.	107,156,773		18.0000 *	.0000 *	
X	X		GRANT TOWNSHIP	11,384,624		.0000 *	2.0000 *	
			GRANT TOWNSHIP	1,372,523		18.0000 *	.0000 *	
X	X		KENOCKEE TOWNSHIP	80,723		.0000 *	2.0000 *	
			KENOCKEE TOWNSHIP	43,360		18.0000 *	.0000 *	
X	X		KIMBALL TOWNSHIP	85,607,740		.0000 *	2.0000 *	
			KIMBALL TOWNSHIP	30,005,100		18.0000 *	.0000 *	
X	X		PORT HURON TOWNSHIP	157,519,639		.0000 *	2.0000 *	
			PORT HURON TOWNSHIP	68,512,263		18.0000 *	.0000 *	
X	X		WALES TOWNSHIP	8,363,747		.0000 *	2.0000 *	
			WALES TOWNSHIP	1,742,204		18.0000 *	.0000 *	

STATEMENT SHOWING TAXABLE VALUATION AND MILLS APPORTIONED BY THE COUNTY BOARD OF COMMISSIONERS
OF THE COUNTY OF ST. CLAIR FOR THE YEAR 1997

DATED: OCTOBER 8, 1997 ADOPTED: _____

EXHIBIT "A"

PAGE 3 OF 4

ALL PRO- PARTY	WOM (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 BLDG-SITE-DEBT		
X	X	YALE PUBLIC	74-130 CITY OF YALE	23,515,331		.0000	7.0000	
			CITY OF YALE	10,536,695		18.0000	.0000	
X	X		BROCKWAY TOWNSHIP	28,393,087		.0000	7.0000	
			BROCKWAY TOWNSHIP	5,572,385		18.0000	.0000	
X	X		CLYDE TOWNSHIP	11,658,381		.0000	7.0000	
			CLYDE TOWNSHIP	2,475,809		18.0000	.0000	
X	X		ENNETT TOWNSHIP	16,405,342		.0000	7.0000	
			ENNETT TOWNSHIP	2,999,391		18.0000	.0000	
X	X		GRANT TOWNSHIP	5,983,839		.0000	7.0000	
			GRANT TOWNSHIP	1,162,719		18.0000	.0000	
X	X		GREENWOOD TOWNSHIP	76,375,684		.0000	7.0000	
			GREENWOOD TOWNSHIP	61,715,477		18.0000	.0000	
X	X		KENOCKEE TOWNSHIP	37,629,272		.0000	7.0000	
			KENOCKEE TOWNSHIP	8,366,688		18.0000	.0000	
X	X		LYNN TOWNSHIP	7,024,547		.0000	7.0000	
			LYNN TOWNSHIP	859,743		18.0000	.0000	
X	X		RILEY TOWNSHIP	303,977		.0000	7.0000	
			RILEY TOWNSHIP	270,573		18.0000	.0000	
X	X		WALES TOWNSHIP	5,578,494		.0000	7.0000	
			WALES TOWNSHIP	1,050,586		18.0000	.0000	
		ST. CLAIR COUNTY:						
		INTERMEDIATE SCH.	74-000 ALL OF THE ABOVE	3,613,393,890	.1970 *	.0000	.0000	
		SPECIAL EDUCATION	ALL OF THE ABOVE	3,613,393,890	.0000	2.3455 *	.0000	
		VOCATIONAL ED.	ALL OF THE ABOVE	3,613,393,890	.0000	.9382 *	.0000	
		COMM. COLLEGE	5359 ALL OF THE ABOVE	3,613,393,890	.0000	1.4076 *	.0000	
		LAPER COUNTY:						
		INTERMEDIATE SCH.	44-020 BERLIN TOWNSHIP	19,685,590	.2057	.0000	.0000	
		SPECIAL EDUCATION	44-020 BERLIN TOWNSHIP	19,685,590	.0000	.9141	.0000	
		VOCATIONAL ED.	44-020 BERLIN TOWNSHIP	19,685,590	.0000	2.1025	.0000	
		MACOMB COUNTY:						
		INTERMEDIATE SCH.	50-050 BERLIN TOWNSHIP	14,602,190	.2101 *	.0000	.0000	
			50-040 CASCO TOWNSHIP	12,411,650	.2101	.0000	.0000	
			50-180 CASCO TOWNSHIP	34,957,835	.2101	.0000	.0000	
			50-180 COLUMBUS TOWNSHIP	60,106,810	.2101	.0000	.0000	
			50-040 IRA TOWNSHIP	49,184,175	.2101 *	.0000	.0000	
			50-050 RILEY TOWNSHIP	8,094,906	.2101 *	.0000	.0000	
		SPECIAL EDUCATION	50-050 BERLIN TOWNSHIP	14,602,190	.0000	1.8266 *	.0000	
			50-040 CASCO TOWNSHIP	12,411,650	.0000	1.8266	.0000	
			50-180 CASCO TOWNSHIP	34,957,835	.0000	1.8266	.0000	
			50-180 COLUMBUS TOWNSHIP	60,106,810	.0000	1.8266	.0000	
			50-040 IRA TOWNSHIP	49,184,175	.0000	1.8266 *	.0000	
			50-050 RILEY TOWNSHIP	8,094,906	.0000	1.8266 *	.0000	
		SANILAC COUNTY:						
		INTERMEDIATE SCH.	76-080 BURTCVILLE TWP.	18,991,259	.2184	.0000	.0000	
			76-080 GRANT TOWNSHIP	9,254,668	.2184	.0000	.0000	
			76-080 GREENWOOD TOWNSHIP	781,702	.2184	.0000	.0000	
			76-060 LYNN TOWNSHIP	2,907,241	.2184	.0000	.0000	
		SPECIAL EDUCATION	76-080 BURTCVILLE TWP.	18,991,259	.0000	.7861	.0000	
			76-080 GRANT TOWNSHIP	9,254,668	.0000	.7861	.0000	
			76-080 GREENWOOD TOWNSHIP	781,702	.0000	.7861	.0000	
			76-060 LYNN TOWNSHIP	2,907,241	.0000	.7861	.0000	
		VOCATIONAL ED.	76-080 BURTCVILLE TWP.	18,991,259	.0000	1.7471	.0000	
			76-080 GRANT TOWNSHIP	9,254,668	.0000	1.7471	.0000	
			76-080 GREENWOOD TOWNSHIP	781,702	.0000	1.7471	.0000	
			76-060 LYNN TOWNSHIP	2,907,241	.0000	1.7471	.0000	

STATEMENT SHOWING TAXABLE VALUATION AND MILLS APPORTIONED BY THE COUNTY BOARD OF COMMISSIONERS
OF THE COUNTY OF ST. CLAIR FOR THE YEAR 1997

EXHIBIT "A"

DATED: OCTOBER 8, 1997 ADOPTED: _____

PAGE 4 OF 4

ALL PRO- PERTY	NON- HOME- STEAD	SCHOOL DISTRICTS NAME AND CODES	TOWNSHIP OR CITY WHERE SCHOOL DISTRICT IS LOCATED	TAXABLE VALUATION	MILLAGES		COUNTY USE (NOTES, REMARKS, COMMENTS)
					ISO ONLY SEPARATE OR ALLOCATED	EXTRA - VOTED OPERATE BLDG-SITE-DEBT	
X	X	ALMONT	44-020 BERLIN TOWNSHIP BERLIN TOWNSHIP	19,685,590 3,388,863	.0000 17.9064	8.4500 .0000	
X	X	ANCHOR BAY	50-040 CASCO TOWNSHIP CASCO TOWNSHIP IRA TOWNSHIP IRA TOWNSHIP	12,411,650 4,935,128 49,184,175 24,210,382	.0000 * 18.0000 * .0000 * 18.0000 *	7.0000 * .0000 * 7.0000 * .0000 *	
X	X	ARMADA AREA	50-050 BERLIN TOWNSHIP BERLIN TOWNSHIP RILEY TOWNSHIP RILEY TOWNSHIP	14,602,190 3,319,371 8,094,906 1,353,745	.0000 * 18.0000 * .0000 * 18.0000 *	7.0000 * .0000 * 7.0000 * .0000 *	
X	X	RICHMOND COMM.	50-180 CASCO TOWNSHIP CASCO TOWNSHIP COLUMBUS TOWNSHIP COLUMBUS TOWNSHIP	34,937,835 8,339,157 80,106,810 19,483,365	.0000 * 18.0000 * .0000 * 18.0000 *	4.7500 * .0000 * 4.7500 * .0000 *	
X	X	BROWN CITY COMM.	76-060 LYNN TOWNSHIP LYNN TOWNSHIP	2,907,241 412,966	.0000 18.0000	.7800 .0000	
X	X	CROSWELL-LEX.	76-080 BURTCVILLE TWP. BURTCVILLE TWP. GRANT TOWNSHIP GRANT TOWNSHIP GREENWOOD TOWNSHIP GREENWOOD TOWNSHIP	18,981,259 4,920,533 9,254,868 1,656,608 781,702 96,024	.0000 18.0000 .0000 19.0000 .0000 18.0000	4.0000 .0000 4.0000 .0000 4.0000 .0000	

* SCHOOL DISTRICTS LEVYING A 1997 SUMMER TAX

SCHOOL DISTRICT	NUMBER	PURPOSE	MILLAGE RATE	
			TAX	REVENUE
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.	24.0000 d	-0- d
		Debt	1.2500 d	-0- d
Marysville Public	74-100	Oper.	24.0000 e	-0- e
		Debt	-0- e	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	3.5000 j	3.5000 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	2.3750 l	2.3750 l

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, Kenosha, 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 1997 TAX RATES
 RATES ARE EXPRESSED AS DOLLARS PER \$1,000 OF TAXABLE VALUATION
 TOTAL RATES ARE FOR NON-HOMESTEAD PROPERTY

TOWNSHIP, VILLAGE AND SCHOOL DISTRICT	TAXABLE VALUE	K-12 SCHOOLS		COLLEGE		INTERMEDIATE SCHOOLS		COUNTY		TOWNSHIPS		TOTAL 1997 RATE	PREVIOUS 1996 RATE	RATES 1995 RATE
		OPERATING STATE LOCAL	DEBT	VOTED OPER.	DEBT	FIXED OPER.	SP. ED. VOTED	VOC. ED VOTED	FIXED OPER.	EXTRA VOTED	FIXED OPER.			
BERLIN														
44-020 Almont Com (1)	19,685,590	6,000	17,9064	8,4500	None	0.2057	0.9141	2.1025	5.3869	1.7531	0.8252	44.3691	44.4838	44.4632
50-050 Armada (2)	14,602,190	6,000	18,0000	7,0000	None	0.2101	1.8266	None	5.3869	1.7531	0.8252	41.8271	41.8437	41.8231
74-040 Capac Com	23,102,663	6,000	18,0000	4,4000	1.4076	0.1970	2.3455	0.9382	5.3869	1.7531	0.8252	42.0787	39.1953	39.1747
BROCKWAY														
74-040 Capac Com	288,113	6,000	18,0000	4,4000	1.4076	0.1970	2.3455	0.9382	5.3869	1.7531	0.9499	44.5696	41.6966	41.6395
74-130 Yale Public	28,393,087	6,000	18,0000	7,0000	1.4076	0.1970	2.3455	0.9382	5.3869	1.7531	0.9499	47.1696	44.4466	44.4466
BURTONVILLE														
74-010 Port Huron Area	54,382,601	6,000	18,0000	2,0000	1.4076	0.1970	2.3455	0.9382	5.3869	1.7531	0.7710	40.3124	40.3367	40.5867
76-080 Cros-Lex Com (3)	18,981,259	6,000	18,0000	4,0000	None	0.2184	0.7861	1.7471	5.3869	1.7531	0.7710	40.1757	40.2005	40.4505
CASCO														
50-040 Anchor Bay (2)	12,411,650	6,000	18,0000	7,0000	None	0.2101	1.8266	None	5.3869	1.7531	0.8417	41.0184	41.0219	38.6735
50-180 Richmond Com (2)	34,957,835	6,000	18,0000	4,7500	None	0.2101	1.8266	None	5.3869	1.7531	0.8417	38.7684	39.1719	35.6735
74-050 East China	32,598,794	6,000	18,0000	2,0000	1.4076	0.1970	2.3455	0.9382	5.3869	1.7531	0.8417	38.8700	38.8735	38.8751
CHINA														
74-050 East China	429,451,794	6,000	18,0000	2,0000	1.4076	0.1970	2.3455	0.9382	5.3869	1.7531	1.0000	40.0283	40.0215	40.0275
CLAY														
74-030 Algonac Com	293,696,805	6,000	18,0000	3,2500	1.4076	0.1970	2.3455	0.9382	5.3869	1.7531	0.6200	39.8983	39.8981	39.8983
CLYDE														
74-010 Port Huron Area	84,753,526	6,000	18,0000	2,0000	1.4076	0.1970	2.3455	0.9382	5.3869	1.7531	0.7786	38.8069	38.8103	38.8114
74-130 Yale Public	11,658,381	6,000	18,0000	7,0000	1.4076	0.1970	2.3455	0.9382	5.3869	1.7531	0.7786	43.8069	41.0603	41.0614
COLUMBUS														
50-180 Richmond Com (2)	60,106,810	6,000	18,0000	4,7500	None	0.2101	1.8266	None	5.3869	1.7531	0.8553	38.7820	39.1863	35.6863
74-050 East China	28,166,518	6,000	18,0000	2,0000	1.4076	0.1970	2.3455	0.9382	5.3869	1.7531	0.8553	38.8836	38.8879	38.8879
74-100 Marysville Public	2,755,186	6,000	18,0000	2,9500	1.4076	0.1970	2.3455	0.9382	5.3869	1.7531	0.8553	39.8336	39.8379	39.8379
74-120 Memphis Com	2,098,310	6,000	17,9676	1,0000	1.4076	0.1970	2.3455	0.9382	5.3869	1.7531	0.8553	37.8512	37.8879	37.8879
COTTRELLVILLE														
74-050 East China	74,120,338	6,000	18,0000	2,0000	1.4076	0.1970	2.3455	0.9382	5.3869	1.7531	0.7991	38.8274	38.8289	38.8289
EAST CHINA														
74-050 East China	348,685,264	6,000	18,0000	2,0000	1.4076	0.1970	2.3455	0.9382	5.3869	1.7531	3.3315	41.3598	41.8283	41.9757
EMMETT														
74-040 Capac Com	16,333,969	6,000	18,0000	4,4000	1.4076	0.1970	2.3455	0.9382	5.3869	1.7531	0.9142	42.0805	39.2074	38.4775
74-130 Yale Public	16,405,342	6,000	18,0000	7,0000	1.4076	0.1970	2.3455	0.9382	5.3869	1.7531	0.9142	44.6805	41.9574	41.2275
VILLAGE OF EMMETT	3,366,397										5.9050	5.9050	6.1021	5.9648

VILLAGE RATES ARE IN ADDITION TO RATES LISTED ON LINES ABOVE

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

A=Senior Citizen .4694 B=Drug Task Force .2837 C=Library .5000 D=Parks, Rec. .5000
 E=Roads 1.2916 F=Fire 1.8998 G=Fire .7710 H=Bus .7421

* Village Taxable also included in Township Taxable

ST. CLAIR COUNTY 1997 TAX RATES
 RATES ARE EXPRESSED AS DOLLARS PER \$1,000 OF TAXABLE VALUATION
 TOTAL RATES ARE FOR NON-HOMESTEAD PROPERTY

TOWNSHIP, VILLAGE AND SCHOOL DISTRICT	TAXABLE VALUE	K-12 SCHOOLS		COLLEGE		INTERMEDIATE SCHOOLS		COUNTY		TOWNSHIPS		TOTAL 1997 RATE	PREVIOUS 1996 RATE	RATES 1995 RATE
		OPERATING STATE LOCAL	DEBT	VOTED OPER.	DEBT	FIXED OPER.	SP. ED. VOTED	VOC. ED VOTED	FIXED OPER.	EXTRA VOTED	FIXED OPER.			
FORT GRATIOT														
74-010 Port Huron Area	260,446,907	6.0000	18.0000	2.0000	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.7369	39.4132	39.4151	39.3661
GRANT														
74-010 Port Huron Area	11,384,624	6.0000	18.0000	2.0000	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.8942	43.2563	43.2627	41.6747
74-130 Yale Public	5,983,839	6.0000	18.0000	7.0000	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.8942	48.2563	45.5127	43.9247
76-080 Cros-Lex Com (3)	9,254,668	6.0000	18.0000	4.0000	None	0.2184	0.7861	1.7471	5.3869	1.7531	0.8942	43.1196	43.1265	41.1299
GREENWOOD														
74-130 Yale Public	76,375,684	6.0000	18.0000	7.0000	None	0.1970	2.3455	0.9382	5.3869	1.7531	1.0000	46.0283	43.2783	43.2783
76-080 Cros-Lex Com (3)	781,702	6.0000	18.0000	4.0000	None	0.2184	0.7861	1.7471	5.3869	1.7531	1.0000	40.8916	40.8921	40.8921
IRA														
50-040 Anchor Bay (2)	49,184,175	6.0000	18.0000	7.0000	None	0.2101	1.8266	None	5.3869	1.7531	0.7341	42.5708	43.1767	41.9608
74-030 Algonac Com	51,567,411	6.0000	18.0000	3.2500	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.7341	41.6724	42.2783	43.4124
74-050 East China	11,743,155	6.0000	18.0000	2.0000	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.7341	40.4224	41.0283	42.1624
KENOCREE														
74-010 Port Huron Area	80,723	6.0000	18.0000	2.0000	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.8247	40.5508	40.5762	40.5885
74-120 Memphis Com	450,003	6.0000	17.9676	1.0000	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.8247	39.5184	39.5762	39.5885
74-130 Yale Public	37,629,272	6.0000	18.0000	7.0000	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.8247	45.5508	42.8262	42.8385
KIMBALL														
74-010 Port Huron Area	85,607,740	6.0000	18.0000	2.0000	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.8602	38.8885	38.8898	38.8893
74-100 Marysville Public	27,223,142	6.0000	18.0000	2.9500	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.8602	39.8385	39.8398	39.8393
74-120 Memphis Com	122,226	6.0000	17.9676	1.0000	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.8602	37.8561	37.8898	37.8893
LYNN														
74-040 Capac Com	9,949,204	6.0000	18.0000	4.4000	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.9710	42.3703	39.4909	39.4943
74-130 Yale Public	7,024,547	6.0000	18.0000	7.0000	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.9710	44.9703	42.2409	42.2443
76-060 Brown City Com(3)	2,907,241	6.0000	18.0000	0.7800	None	0.2184	0.7861	1.7471	5.3869	1.7531	0.9710	36.6136	36.8547	37.1
MUSSEY														
74-040 Capac Com	62,678,211	6.0000	18.0000	4.4000	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.9507	42.5198	39.6223	39.6223
VILLAGE OF CAPAC	18,760,305	VILLAGE RATES ARE IN ADDITION TO RATES LISTED ON LINE ABOVE												
PORT HURON														
74-010 Port Huron Area	157,519,635	6.0000	18.0000	2.0000	None	0.1970	2.3455	0.9382	5.3869	1.7531	1.0000	43.3121	42.3183	42.1725
RILEY														
50-050 Armada (2)	8,094,906	6.0000	18.0000	7.0000	None	0.2101	1.8266	None	5.3869	1.7531	0.8345	41.0112	41.0205	41.0283
74-040 Capac Com	19,831,905	6.0000	18.0000	4.4000	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.8345	41.2628	38.3721	38.3799
74-120 Memphis Com	29,531,398	6.0000	17.9676	1.0000	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.8345	37.8304	37.8721	37.8799
74-130 Yale Public	303,977	6.0000	18.0000	7.0000	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.8345	43.8628	41.1221	41.1299

(2) = Macomb County
 (3) = Sanilac County
 A=Senior Citizen .4694 B=Drug Task Force .2837 C=Library .5000 D=Parks, Rec. .5000 E=Fire .8942 J=Roads 1.9796 K=Twp. Hall 1.4600
 L=Sewer 5.500 M=Streets 6.4606 O=Roads .9973 P=Sewer 2.0000 Q=Fire .4986 R=Bus .7879

* Village Taxable also included in Township Taxable

1997 TOTAL TAX RATE OF 53 TAX LEVYING JURISDICTIONS WITH CHANGE FROM 1996 RATE
 Changes Expressed as Dollars per \$1,000 of Taxable Value

1997 RATE	CHANGE	JURISDICTION	1997 RATE	CHANGE	JURISDICTION
7.1400	0	St. Clair County	16.1248	(0.0680)	City of Memphis (c)
1.6504	(0.0166)	Berlin Twp. (c)	16.8200	(0.0010)	City of Port Huron
4.1413	(0.0270)	Brockway Twp. (c)	17.5806	0.9561	City of St. Clair (c)
2.2841	(0.0243)	Burtchville Twp. (c)	12.9564	(0.1309)	City of Yale (c)
0.8417	(0.0035)	Casco Twp. (c)	23.2041	(1.2312)	Village of Capac (c)
2.0000	0.0068	China Twp.	5.9050	(0.1971)	Village of Emmett (b) (c)
0.6200	0.0002	Clay Twp.	26.0000	0	Port Huron Area Schools 74-010
0.7786	(0.0034)	Clyde Twp. (c)	27.2500	0	Algonac Community Schools 74-030
0.8553	(0.0043)	Columbus Twp. (c)	28.4000	2.9000	Capac Community Schools 74-040
0.7991	(0.0015)	Cottrellville Twp. (c)	26.0000	0	East China Schools 74-050
3.3315	(0.4685)	East China Twp.	26.9500	0	Marysville Public Schools 74-100
1.6522	(0.0269)	Emmett Twp. (c)	24.9676	(0.0324)	Memphis Community Schools 74-120 (c)
1.3849	(0.0019)	Fort Gratiot Twp. (c)	31.0000	2.7500	Yale Public Schools 74-130
5.2280	(0.0064)	Grant Twp. (c)	3.4807	0	St. Clair Co. Interim, Sp., & Voc. Ed.
3.0000	0	Greenwood Twp.	1.4076	0	St. Clair Co. Community College
2.3941	(0.6059)	Ira Twp.	2.0000	0	P.H. Downtown Development Authority
2.5225	(0.0254)	Kenockee Twp. (c)	0.6480	(0.0010)	Blue Water Area Transportation
0.8602	(0.0013)	Kimball Twp. (c)	31.0000	0	Anchor Bay Schools 50-040
1.9420	(0.0206)	Lynn Twp. (c)	28.7500	(0.4000)	Richmond Community Schools 50-180
2.0915	(0.0025)	Mussey Twp. (c)	31.0000	0	Armada Area Schools 50-050
5.2838	0.9938	Port Huron Twp. (c)	32.3564	(0.0936)	Almont Community Schools 44-020 (c)
0.8345	(0.0093)	Riley Twp. (c)	24.7800	(0.2200)	Brown City Community Schools 76-060
0.8308	(0.0116)	St. Clair Twp. (c)	28.0000	0	Croswell-Lexington Comm. Schools 76-080
0.8265	(0.0105)	Wales Twp. (c)	2.0367	0	Macomb County Interim. & Sp. Ed
14.5746	0	City of Algonac (c)	3.2223	(0.0045)	Lapeer Co. Interim., Sp., & Voc. Ed. (c)
23.2500	0.5000	City of Marine City (c)	2.7516	(0.0005)	Sanilac Co. Interim., Sp., & Voc. Ed. (c)
16.8100	0	City of Marysville			

(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

Section 5 - Authorizing Resolution

County of St. Clair

Resolution Authorizing Submission of a Michigan Community Development Block Grant, Economic Development Job Training Project Grant Application

WHEREAS, the State of Michigan administers the Small Cities Community Block Grant Program for the U.S. Department of Housing and Urban Development; and,

WHEREAS, the State has promulgated guidelines for administration and implementation of this grant program; and,

WHEREAS, the County of St. Clair, Michigan, wishes to submit a Job Training Projects Grant Application on behalf of Michigan Precision Swiss Parts Company and The Plastics Academy in accordance with the program guidelines.

NOW THEREFORE BE IT RESOLVED:

1. The County of St. Clair Council authorizes the submission of a Michigan Community Block Grant -- Economic Development Job Training Project Grant Application for an amount not to exceed \$219,496 to be used for economic development job training in support of a proposed total project approximately \$298,143.
2. This is consistent with the County of St. Clair Community Development Plan.
3. To the maximum extent feasible, the project would principally benefit low- and moderate-income persons.
4. The County of St. Clair recognizes that the purpose of making application for a CDBG grant is to create and retain employment opportunities primarily benefitting low- and moderate-income persons.
5. All local funds and any other funds to be invested have not yet been expended and will not be expended to the date of the Office of Federal Grant Management's authorization and prior to the effective date of the issuance of the environmental releases required by 24 CAR Part 58 if a grant is awarded.
6. The County of St. Clair authorizes Judith Keegan to act as the County's authorizing representative for the Michigan CDBG program.

Approved and Adopted by the County of St. Clair Board of Commissioners
on this _____ Day of _____, 1997.

YEAS. _____


NAYS. _____



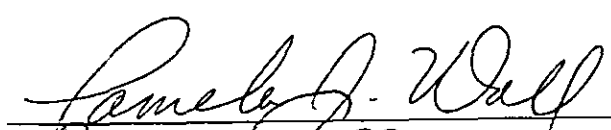
Chairperson
St. Clair County Board of Commissioners

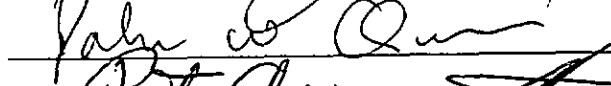
DATED: October 22, 1997

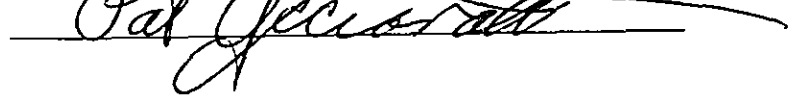
Reviewed and Approved by:



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







RESOLUTION 97-48

RESOLUTION TO ALTER THE
BOUNDARIES OF THE VILLAGE OF CAPAC

WHEREAS, a Petition to Alter the Boundaries of the Village of Capac, dated August 18th, 1997, having been presented to the St. Clair County Board of Commissioners, pursuant to M.C.L. 74.6; and

WHEREAS, a public hearing has been held and all interested parties having been allowed to appear and be heard.

NOW, THEREFORE, BE IT RESOLVED, that the attached Order of Determination to Alter the Boundaries of the Village of Capac, is hereby adopted.

DATED: October 22, 1997

Reviewed and Approved by:



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







**ORDER OF DETERMINATION TO ALTER THE
BOUNDARIES OF THE VILLAGE OF CAPAC**

At a session and meeting of the
St. Clair County Board of Commissioners
held October 15th, 1997

A Petition to Alter the Boundaries of the Village of Capac dated August 18th, 1997, having been presented to the St. Clair County Board of Commissioners by the Village of Capac at a special meeting and public hearing held October 15th, 1997, notice having been published and posted of the October 15th, 1997, meeting and public hearing, all interested parties having been allowed to appear and be heard, and after due consideration,

IT IS ORDERED AND DETERMINED pursuant to M.C.L. §74.6 that part of the Petition to Alter the Boundaries of the Village of Capac is hereby granted and that the following described land and premises adjoining the Village of Capac be added to and included within the boundaries of the Village of Capac, St. Clair County, Michigan:

Part of Sections 27, 28, 33, and 34, Town 7 North, Range 13 East, Mussey Township, St. Clair County, Michigan, more particularly described as follows: Commencing at the West $\frac{1}{4}$ corner of Section 27; thence East along the East-West $\frac{1}{4}$ line of Section 27 to the center of said Section; thence North along the North-South $\frac{1}{4}$ line of Section 27 to the South line of the GTRR right-of-way; thence Easterly along said South right-of-way line to the East line of Section 27; thence Southerly along the East line of Section 27 to the North line of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 27; thence Westerly along said North line to the East line of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 27; thence Northerly along the East line of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 27 to the South line of the North 25.22 acres of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 27; thence Westerly along said South line to the North-South $\frac{1}{4}$ line of Section 27; thence Southerly along said North-South $\frac{1}{4}$ line to the North line of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 27; thence Westerly along said North line to the West line of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 27; thence Southerly along said West line to the South line of Section 27, also being the North line of Section 34 at a point on the East line of the West $\frac{1}{2}$ of Section 34, thence Southerly along said East line to the North right-of-way line of the I-69 highway; thence Westerly along said right-of-way to the intersection with the West right-of-way line of Capac Road; thence Northerly along said West line of Capac Road to the North line of Section 28; thence Easterly along the North line of Section 28 to the East $\frac{1}{4}$ corner of Section 28, also being the West $\frac{1}{4}$ corner of Section 27 and the Point of Beginning.

IT IS FURTHER ORDERED AND DETERMINED that a certified copy of this Order of Determination shall be transmitted to the Clerk of the Village of Capac and to the Michigan Secretary of State.

IT IS FURTHER ORDERED AND DETERMINED that this Order shall be *prima facie* evidence of the addition of the above described land and premises to the Village of Capac and of a change of the boundaries of the Village of Capac to include the above described land and premises.

IT IS FURTHER ORDERED AND DETERMINED THAT THIS Order is *prima facie* evidence of the regularity of proceedings pursuant to M.C.L. §74-6 in all courts and places.

JUDY KEEGAN, Chairperson

MARILYN DUNN, County Clerk

I hereby certify that the foregoing is a true and complete copy of an Order of Determination to Alter the Boundaries of the Village of Capac adopted by the Board of Commissioners, County of St. Clair, Michigan, at a special meeting held on October 15th, 1997, 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.

MARILYN DUNN, County Clerk

LAW OFFICES
BEAUCHAMP, KELLY, WHIPPLE, ZICK & KEYES
PROFESSIONAL LIMITED LIABILITY COMPANY
627 FORT STREET
PORT HURON, MICHIGAN 48060-3904

NORMAN D. BEAUCHAMP
CHARLES G. KELLY
DAVID C. WHIPPLE
KEITH D. ZICK
DAVID A. KEYES
MICHAEL L. HULEWICZ

TELEPHONE (810) 987-4111
FACSIMILE (810) 987-8763

C. PATRICK O'SULLIVAN
OF COUNSEL

October 15, 1997

OCT 15 '97

Elwood Brown
St. Clair County Corporation Counsel
301 County Building
Port Huron, Michigan 48060

Dear Mr. Brown:

Please find enclosed a copy of the following for your file and information:

1. Resolution to Alter the Boundaries of the Village of Capac;
2. Petition to Alter the Boundaries of the Village of Capac;
3. Notice of Public Hearing on Petition to Alter the Boundaries of the Village of Capac;
4. Affidavit of Posting; and
5. Affidavit of Publication.

Also enclosed is proposed Resolution 97-48 of the St. Clair County Board of Commissioners for your review and approval. After approval of the Resolution please deliver it to the County Administrator's Office so that Mr. Kempf can take it to the special meeting this evening.

Please contact me if you have any questions.

Sincerely,

BEAUCHAMP, KELLY, WHIPPLE, ZICK & KEYES, P.L.L.C.

By Keith D. Zick
Keith D. Zick

KDZ/sf
Enclosures
cc: Robert Kempf

**PETITION TO ALTER THE BOUNDARIES
OF THE VILLAGE OF CAPAC**

TO: The St. Clair County Board of Commissioners

NOW COMES the Village of Capac, pursuant to M.C.L.A. §74.6, and petitions the St. Clair County Board of Commissioners to alter and change the boundaries of the Village of Capac by adding the following land and premises to the Village of Capac:

Part of Sections 22, 26, 27, 28, 33, 34, and 35, Town 7 North, Range 13 East, Mussey Township, St. Clair County, Michigan, more particularly described as follows: Commencing at the South 1/4 corner of Section 22; thence North along the North-South 1/4 line of Section 22 to the North right-of-way line of M-21; thence Easterly along said North right-of-way line to the East line of Section 22; thence South along said East line to the Southeast corner of Section 22, also being the Northeast corner of Section 27, and the Northwest corner of Section 26; thence East along the North line of Section 26, 33 feet; thence running Southerly, 33 feet East of and parallel with the West line of Section 26 to the South line of Section 26, also being the North line of Section 35; thence continuing Southerly, 33 feet Easterly of and parallel with the West line of Section 35 to the North right-of-way line of Highway I-69; thence Westerly along said North right-of-way line to the North-South 1/4 line of Section 33; thence North along said North-South 1/4 line to the South line of the North 1/2 of the Northeast 1/4 of Section 33; thence East along said South line to the East line of the West 10 acres of the North 1/2 of the Northeast 1/4 of Section 33; thence North along said East line to the South right-of-way line of Donald Road (66 feet wide); thence West along said South line to the North-South 1/4 line of Section 33; thence North along said North-South 1/4 line to the North 1/4 corner of Section 33, also being the South 1/4 corner of Section 28; thence North along the North-South 1/4 line of Section 28 to the center of said Section; thence East along the East-West 1/4 line of Section 28 to the East 1/4 corner of said Section, also being the West 1/4 corner of Section 27; thence East along the East-West 1/4 line of Section 27 to the center of said Section; thence North along the North-South 1/4 line of Section 27 to the North 1/4 corner of said Section, also being the South 1/4 corner of Section 22 and the Point of Beginning (also see attached map)

for the following reasons:

1. The land and premises are contiguous to the Village of Capac.

2. Owners of property within the land area involved have requested to be included within the boundaries of the Village of Capac.

3. Development of the land and premises for residential, commercial or industrial users can only be accomplished with public water and sewer services.

4. The Village of Capac can provide public water and sewer services, police protection and other municipal services to the land and premises involved.

5. Portions of the land area involved are "land-locked" within Mussey Township and can only be utilized or developed by access through the Village of Capac.

6. Proposed residential, commercial and industrial uses and development in the land and premises involved are consistent with the Mussey Township Master Plan and Village of Capac zoning classifications.

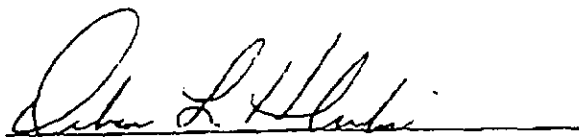
7. The Township of Mussey will continue to receive a one (1) mill property tax revenue on all land and premises to be added to the Village of Capac.

8. Development within the land area will increase tax revenues for both the Village of Capac and Mussey Township.

WHEREFORE, the Village of Capac prays that:

1. Notice of this petition be published pursuant to state law.
2. A hearing be held to allow interested parties to appear and be heard.
3. That the St. Clair County Board of Commissioners make an Order of Determination that the land and premises described in this petition be added and included within the boundaries of the Village of Capac.

Dated this 18th day of August, 1997, at Capac, Michigan.


DEBRA L. HLUBIC, Clerk


ELIZABETH HARGRAVE, President

R97-5
RESOLUTION TO ALTER THE BOUNDARIES OF THE VILLAGE OF CAPAC

Minutes of a regular meeting of the Village Council of the Village of Capac, County of St. Clair, Michigan, held on the 18th day of August, 1997, at 7:30 o'clock p.m. Eastern Daylight Savings Time.

PRESENT: Council Members Hunt, Walker, Klug, Hargrave, McNutt, R. Beischer,

ABSENT: Council Members S. Beischer

The following preamble and resolution were offered by Council Member Hunt and supported by Council Member Klug.

WHEREAS, property owners of lands within the Township of Mussey have requested that their lands be included in the Village of Capac; and

WHEREAS, M.C.L.A. §74.6 provides for the altering of boundaries of a general law village; and

WHEREAS, public municipal services can be provided to the land area to be included in the Village of Capac; and

WHEREAS the Village Council of the Village of Capac desires to petition the St. Clair County Board of Commissioners to alter the boundaries of the Village of Capac.

NOW, THEREFORE, BE IT RESOLVED THAT


1. That pursuant to M.C.L.A. § 74.6, this resolution and the attached Petition to Alter the Boundaries of the Village of Capac be presented to the St. Clair County Board of Commissioners;
2. That the land and premises specifically described in the Petition be included within the Village of Capac.

RESOLUTION DECLARED ADOPTED.


DEBRA L. HLUBIC, Clerk


ELIZABETH HARGRAVE, President

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Village Council of the Village of Capac, County of St. Clair, Michigan, at a regular meeting held on August 18, 1997, 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.


DEBRA L. HLUBIC, Clerk

SEP-17-1997 09:53

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8109878763 P.03/06

**NOTICE OF PUBLIC HEARING ON PETITION
TO ALTER THE BOUNDARIES OF
THE VILLAGE OF CAPAC**

The Council of the Village of Capac shall present at a special meeting of the St. Clair County Board of Commissioners to be held at 7:30 p.m. on Wednesday, October 15th, 1997, at the Capac High School, Activity Area, 541 North Glassford, Capac, Michigan 48014, the following petition:

**PETITION TO ALTER THE BOUNDARIES
OF THE VILLAGE OF CAPAC**

TO: The St. Clair County Board of Commissioners

NOW COMES the Village of Capac, pursuant to M.C.L.A. §74.6, and petitions the St. Clair County Board of Commissioners to alter and change the boundaries of the Village of Capac by adding the following land and premises to the Village of Capac:

Part of Sections 22, 26, 27, 28, 33, 34, and 35, Town 7 North, Range 13 East, Mussey Township, St. Clair County, Michigan, more particularly described as follows: Commencing at the South 1/4 corner of Section 22; thence North along the North-South 1/4 line of Section 22 to the North right-of-way line of M-21; thence Easterly along said North right-of-way line to the East line of Section 22; thence South along said East line to the Southeast corner of Section 22, also being the Northeast corner of Section 27, and the Northwest corner of Section 26; thence East along the North line of Section 26, 33 feet; thence running Southerly, 33 feet East of and parallel with the West line of Section 26 to the South line of Section 26, also being the North line of Section 35; thence continuing Southerly, 33 feet Easterly of and parallel with the West line of Section 35 to the North right-of-way line of Highway I-69; thence Westerly along said North right-of-way line to the North-South 1/4 line of Section 33; thence North along said North-South 1/4 line to the South line of the North 1/2 of the Northeast 1/4 of Section 33; thence East along said South line to the East line of the West 10 acres of the North 1/2 of the Northeast 1/4 of Section 33; thence North along said East line to the South right-of-way line of Donald Road (66 feet wide); thence West along said South line to the North-South 1/4 line of Section 33; thence North along said North-South 1/4 line to the North 1/4 corner of Section 33, also being the South 1/4 corner of Section 28; thence North along the North-South 1/4 line of Section 28 to the center of said Section; thence East along the East-West 1/4 line of Section 28 to the East 1/4 corner of said Section, also being the West 1/4 corner of Section 27; thence East along the East-West 1/4 line of Section 27 to the center of said Section; thence North

along the North-South 1/4 line of Section 27 to the North 1/4 corner of said Section, also being the South 1/4 corner of Section 22 and the Point of Beginning (also see attached map)

for the following reasons:

1. The land and premises are contiguous to the Village of Capac.
2. Owners of property within the land area involved have requested to be included within the boundaries of the Village of Capac.
3. Development of the land and premises for residential, commercial or industrial users can only be accomplished with public water and sewer services.
4. The Village of Capac can provide public water and sewer services, police protection and other municipal services to the land and premises involved.
5. Portions of the land area involved are "land-locked" within Mussey Township and can only be utilized or developed by access through the Village of Capac.
6. Proposed residential, commercial and industrial uses and development in the land and premises involved are consistent with the Mussey Township Master Plan and Village of Capac zoning classifications.
7. The Township of Mussey will continue to receive a one (1) mill property tax revenue on all land and premises to be added to the Village of Capac.
8. Development within the land area will increase tax revenues for both the Village of Capac and Mussey Township.

WHEREFORE, the Village of Capac prays that:

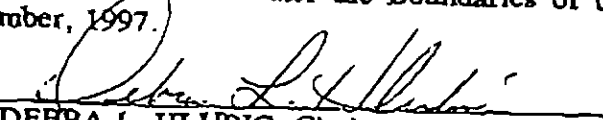
1. Notice of this petition be published pursuant to state law.
2. A hearing be held to allow interested parties to appear and be heard.
3. That the St. Clair County Board of Commissioners make an Order of Determination that the land and premises described in this petition be added and included within the boundaries of the Village of Capac.

Dated this 18th day of August, 1997, at Capac, Michigan.

Signed: /s/DEBRA L. HLUBIC, Clerk

Signed: /s/ELIZABETH HARGRAVE, President

This Notice of Public Hearing on Petition to Alter the Boundaries of the Village of Capac dated this 23rd day of September, 1997.


DEBRA L. HLUBIC, Clerk

AFFIDAVIT OF POSTING

STATE OF MICHIGAN
COUNTY OF ST. CLAIR

DEBRA L. HULBIC, being first duly sworn deposes and says:

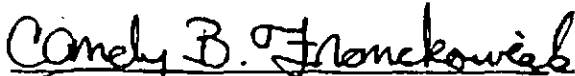
1. I am the Clerk for the Village of Capac, St. Clair County, Michigan.
2. I posted a copy of the Notice of Public Hearing on Petition to Alter the Boundaries of the Village of Capac as follows:

Location and address	Date
<u>Capac State Bank 206 N. Main St.</u>	<u>09-23-97</u>
<u>Mussey Twp. 135 N. Main St.</u>	<u>09-23-97</u>
<u>Capac IGA 3433 Capac Rd.</u>	<u>09-23-97</u>
<u>Capac Library 111 N. Main St.</u>	<u>09-23-97</u>

Deponent further saith not.


DEBRA L. HLUBIC

SUBSCRIBED AND SWORN to before
me this 23rd day of September, 1997.


Notary Public

St. Clair County, Michigan Notary Public, Candy B. Franckowiak
 My commission expires: St. Clair County, Michigan
 My Commission Expires 12-5-1999

Affidavit of Publication

IN THE MATTER OF:

Capac Village
STATE OF MICHIGAN

COUNTY OF St. Clair

Delores Klein

Being duly sworn, deposes and says the annexed copy of a notice was taken from The Tri-City Times community newspaper published and circulated in said State and County and that said notice was published in said newspaper on the

Sept. 17-24 Oct. 1-8

A.D. 1997, that he/she is the Publisher (and or with authority of publisher) of said newspaper and know well the facts stated herein.

Delores Klein

Subscribed and sworn to before me this 8 day of Oct- A.D. 1997

Rose Mary Ruby
Notary Public in and for said County

My Commission expires Nov. 14 1997

ROSE MARY RUBY
NOTARY PUBLIC - LAPEER COUNTY, MICH.
MY COMMISSION EXPIRES - 11-14-98

THE VILLAGE OF CAPAC

The Council of the Village of Capac shall present at a special meeting of the St. Clair County Board of Commissioners to be held at 7:30 p.m. on Wednesday, October 15th, 1997, at the Capac High School, Activity Area, 541 North Glassford, Capac, Michigan 48014, the following petition:

**PETITION TO ALTER THE BOUNDARIES
OF THE VILLAGE OF CAPAC**

TO: The St. Clair County Board of Commissioners

NOW COMES the Village of Capac, pursuant to M.C.L.A. §74.6, and petitions the St. Clair County Board of Commissioners to alter and change the boundaries of the Village of Capac by adding the following land and premises to the Village of Capac:

Part of Sections 22, 26, 27, 28, 33, 34, and 35, Town 7 North, Range 13 East, Mussey Township, St. Clair County, Michigan, more particularly described as follows: Commencing at the South 1/4 corner of Section 22; thence North along the North-South 1/4 line of Section 22 to the North right-of-way line of M-21; thence Easterly along said North right-of-way line to the East line of Section 22; thence South along said East line to the Southeast corner of Section 22, also being the Northeast corner of Section 27, and the Northwest corner of Section 26; thence East along the North line of Section 26, 33 feet; thence running Southerly, 33 feet East of and parallel with the West line of Section 26 to the South line of Section 26, also being the North line of Section 35; thence continuing Southerly, 33 feet Easterly of and parallel with the West line of Section 35 to the North right-of-way line of Highway I-69; thence Westerly

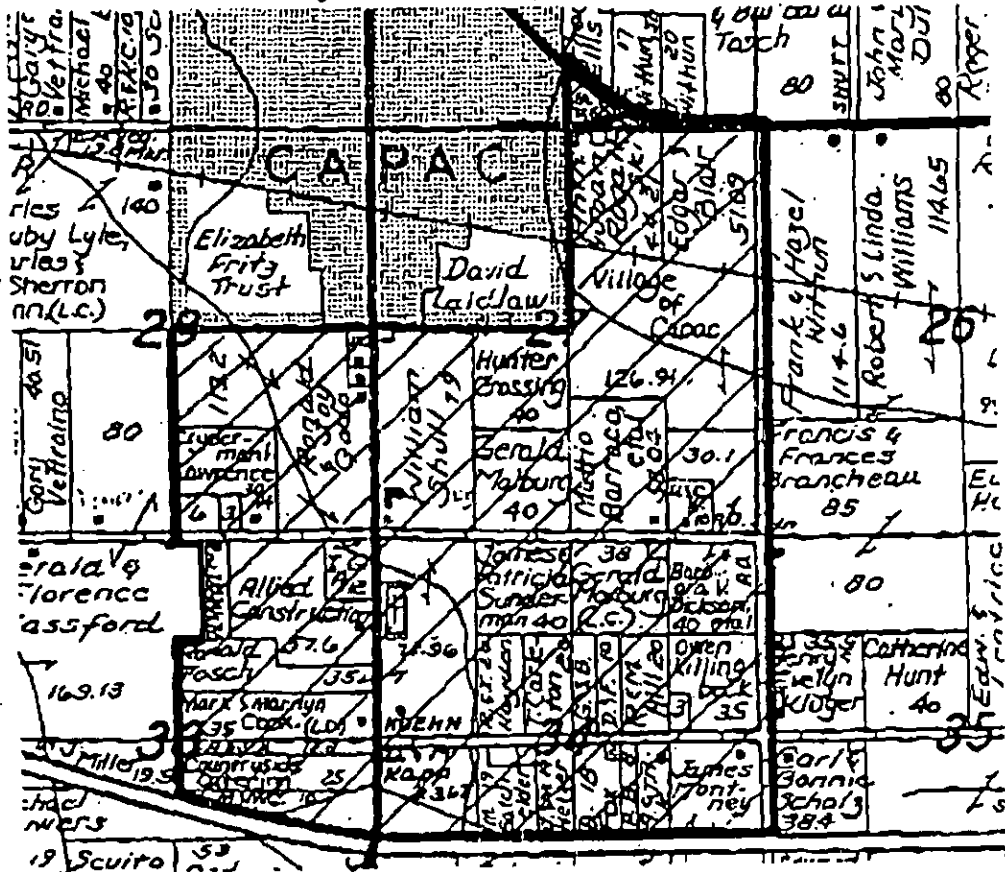
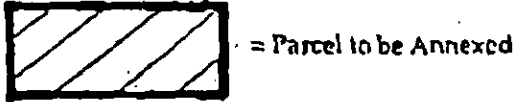
Signed: DEBRA L. HLUBIC, Clerk

Signed: ELIZABETH HARGRAVE, President

This Notice of Public Hearing on Petition to Alter the Boundaries of the Village of Capac dated this _____ day of September, 1997.

DEBRA L. HLUBIC, Clerk

Village of Capac
St. Clair County, Michigan
Proposed Annexation to the Village of Capac



Prepared By:
McNamee, Porter & Seeley Inc.
512 East Grand River Ave.
Brighton, MI 48116

RESOLUTION NO. 97-47

COUNTY BOARD OF COMMISSIONERS
OF THE COUNTY OF ST. CLAIR

AUTHORIZING THE COUNTY DEPARTMENT OF PUBLIC WORKS
TO PROCEED WITH COMPLETION OF THE PROJECT
BURTCHVILLE TOWNSHIP BOND SALE

Minutes of a Regular meeting of the County Board of Commissioners of the County of St. Clair, Michigan, held in said county on the 22nd day of October, 1997, at 7:30 o'clock p.m., Eastern Daylight Time.

PRESENT: Members Commissioners Acciavatti, Bacon, Masters, Quain,
Wall, and Keegan.

ABSENT: Members Commissioner Wismer.

The following preamble and resolution were offered by Member Bacon and supported by Member Quain.

WHEREAS, the Township of Burtchville has presented to the St. Clair County Board of Public Works a request that the County of St. Clair through the Department of Public Works issue bonds in the approximate aggregate total amount of \$995,000, payable from contractual payments to be made by said Township to the County of St. Clair through said Department of Public Works, which contractual payments will be secured by a pledge of said Township's limited tax, full faith and credit, and secured secondarily by a pledge of the County's limited tax full faith and credit, said bonds to finance costs of completing necessary water system improvements to service said Township (the "Project"); and

WHEREAS, the County has previously issued its \$6,375,000 St. Clair County Water Supply System No. IX (Burtchville Township) Bonds, Series 1996 to pay the costs of the Project; and

WHEREAS, it appears that the additional sum or \$995,000 is necessary to complete the Project; and

WHEREAS, the St. Clair County Board of Public Works has reviewed said request and the financial and engineering aspects of 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 the 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 completion of the Project be given tentative approval and that the Board of Public Works be authorized to undertake initial steps toward the financing and construction of the completion of the Project, subject, however, to certain conditions;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This Board does hereby give its initial and tentative approval to the aforesaid completion of the Project and does authorize the St. Clair County Board of Public Works to undertake the financing and construction of the completion of the Project, subject, however, to the 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 completion of the acquisition, construction, financing and operation of the Project.

2. The St. Clair County Department of Public Works shall contract or cause said Township to contract, subject to the approval of the St. Clair County Department of Public Works, for the necessary engineering services to determine specifications and draw plans for the completion of the Project and shall enter into negotiations with the aforesaid Township for the execution of a contract covering the completion of 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, P.L.C. Detroit, Michigan
------------------	---

As Financial Consultants:	Bendzinski and Company Detroit, Michigan
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As Engineers:	Wade-Trim, Inc. Taylor, Michigan
---------------	-------------------------------------

4. The Township of Burtchville shall undertake to provide by contract for the payment of all costs of retiring the necessary financing and shall further undertake to reimburse the St. Clair County Department of Public Works for all expenses incurred in

connection with the completion of the Project should the financing and construction of the completion of the Project not be completed for any reason whatsoever.

5. This Board hereby estimates the total cost of completing the Project to be \$995,000 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 completion of the Project.

6. All agreements between the St. Clair County Board of Public Works and the aforesaid Township shall be subject to final approval and ratification by the Board of Commissioners of the County of St. Clair.

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

8. This Board of Commissioners approves the advancement of funds from the Township in order to commence promptly a portion of the completion of the Project 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 Commissioners Bacon, Masters, Quain, Wall, and Keegan. Abstained -1, Commissioner Acciavatti due to a possible conflict. Absent -1 Commissioner Wismer.

NAYS: Members. _____

RESOLUTION DECLARED ADOPTED.

Maelyn Duro
County Clerk

DATED: October 22, 1997

Reviewed and Approved by:

Elwood L. Brown

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

Tim M. Brown

Lee Masters

John W. O...

DEFS2\435672.1\000000-00000

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 October 22, 1997, 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.

Marilyn Durr

County Clerk

DEFS2\435672.1\000000-00000

RESOLUTION 97-46

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. B-26-0080-0797

WHEREAS, the County of St. Clair has received a grant offer from the Michigan Department of Transportation, Agreement N. 97-0687 in the amount of \$51,000 for "Design for rehabilitation of Taxiway B and Medium Intensity Taxiway Lights, as more clearly defined in Contract No. FM 77-03 C 58 as approved by the Department" as more completely defined in Project No. B-26-0080-0797; and

WHEREAS, the St. Clair County International Airport Commission, as approved by their Resolution 97-05, dated October 7, 1997, are recommending acceptance by the St. Clair County Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED

1) That the St. Clair County Board of Commissioners shall enter into a Grant Agreement for the development of the St. Clair County International Airport and that such Grant Agreement shall be set forth as attached hereto and made a part hereof.

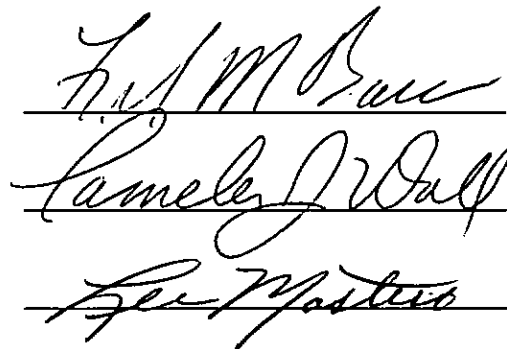
2) That the Chairperson of the St. Clair County Board of Commissioners of St. Clair County, Michigan, is hereby authorized and directed to execute said Grant Agreement on behalf of the County of St. Clair, Michigan and the County Clerk is hereby authorized and directed to impress the official seal and to attest said execution.

DATED: October 22, 1997

Reviewed and Approved by:



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



RESOLUTION NO. 97-05

ST. CLAIR COUNTY INTERNATIONAL AIRPORT COMMISSION

RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF THE GRANT AGREEMENT BY THE ST. CLAIR COUNTY BOARD OF COMMISSIONERS, OF PORT HURON, MICHIGAN, AND THE DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF OBTAINING FEDERAL AID FOR THE DEVELOPMENT OF THE ST. CLAIR COUNTY INTERNATIONAL AIRPORT, UNDER PROJECT NO. B-26-0080-0797.

WHEREAS, the County of St. Clair has received a Grant Offer from the Michigan Department of Transportation, Agreement No. 97-0687 in the amount of \$51,000 for "Design for rehabilitation of Taxiway B and medium intensity taxiway lights as more clearly defined in Contract No. FM 77-03 C58 as approved by the Department;" and

NOW, THEREFORE, BE IT RESOLVED, That the St. Clair County International 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 LaLonde, Commissioner McCormick, Commissioner Hool, Commissioner Wilhelm, Commissioner Peterson

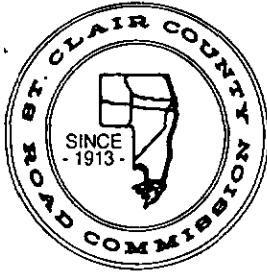
NAYS: 0

* * * * *

I hereby certify that the foregoing is a true and correct copy of a portion of the minutes of a regular meeting of the St. Clair County International Airport Commission held on Tuesday, October 7, 1997 at 7:26 p.m. in the St. Clair County Road Commission's Central Service Center, 21 Airport Drive, St. Clair, Michigan.



Janet C. Kitamura, Secretary



ROAD COMMISSION

AIRPORT

PUBLIC WORKS

COUNTY OF ST. CLAIR

21 Airport Drive, St. Clair, Michigan 48079-1404

Phone 810 364-5720

MEMORANDUM

TO: Don Dodge, County Administrator

FROM: Janet C. Kitamura, Secretary *JK*

DATE: October 8, 1997

SUBJECT: Grant Offer - St Clair County International Airport

We have received a Grant Offer from the Michigan Department of Transportation for the design of the rehabilitation of Taxiway B and medium intensity lights at the St. Clair County International Airport.

This Grant Offer is funded 90% by federal funds, 5% state funds and 5% local funds. The local share of \$2,550 has been budgeted for this project.

The St. Clair County International Airport Commission approved recommending that the St. Clair County Board of Commissioners accept and execute this Grant Offer. A copy of our resolution is enclosed.

Please place this on the agenda for your next board meeting. Upon approval and execution, please return both copies to me along with certified copies of your resolution to return to the Michigan Department of Transportation for their execution. Please DO NOT DATE the contracts.

If you have any questions, please contact me.

sb
Encl.

cc: Elwood Brown, County Corporate Counsel w/encl.



AGREEMENT NO. 97-0687
FED. PROJ. NO. B-26-0080-0797
AGENDA DAB

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

THIS AGREEMENT 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 whose associated city is Port Huron, Michigan, hereinafter referred to as the PROJECT and estimated in detail on Exhibit 1, dated September 29, 1997, attached hereto and made a part hereof.

Design for rehabilitation of Taxiway B and medium intensity taxiway lights as more clearly defined in Contract No. FM 77-03 C58 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) 1. 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. Enter into a contract with a consultant for each element of the PROJECT which requires such expertise. The consultant shall be selected in conformance with FAA Advisory Circular 150/5100-14. The DEPARTMENT shall select the consultant for each element of the project involving preparation of environmental documentation. The SPONSOR shall select the consultant for all other aspects. All 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. 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 Agreement, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this Agreement.

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 Agreement. In the event of a dispute with regard to the allowable expenses of any other issue under this Agreement, the SPONSOR shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

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 Agreement. 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 Agreement. 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 Agreement.

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.

THE DEPARTMENT SHALL:

8. 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 11 at the time of execution of the amendment for approved work.

9. 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.

10. 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:

11. 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.

Federal share	\$45,900
Maximum DEPARTMENT share	2,550
SPONSOR share	<u>2,550</u>
Estimated PROJECT COST	\$51,000

12. 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 11 or as revised in the Budget Letter discussed in Section 14. 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 11 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.

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

14. The PROJECT COSTS shown in Section 11 are the maximum obligation of DEPARTMENT and federal funds under this Agreement. The maximum obligation of DEPARTMENT and federal funds may be adjusted to an amount less than the maximums shown in Section 11, 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 11. If the total amount of PROJECT COSTS exceeds the maximum obligation shown in Section 11, the PROJECT

scope will have to be reduced or a written amendment to this Agreement to provide additional funds will have to be executed by both parties before the work is started.

15. 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 Agreement 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 11 and 12 shall not be construed to require the DEPARTMENT's participation in the cancelled portion.

Reimbursement of any costs pursuant to this section shall not constitute a final determination by the DEPARTMENT of the allowability of such costs and shall not constitute a waiver by the DEPARTMENT of any violation of the terms and conditions of this Agreement committed by the SPONSOR.

16. In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this Agreement, or questions the allowability of an item of expense, the DEPARTMENT shall promptly 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) respond in writing to the responsible Bureau of the Department indicating whether or not they concur with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed 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 or no opinion expressed item of expense. Where the documentation is voluminous, the SPONSOR may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the Agreement. The SPONSOR agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed 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, or reach agreement with the DEPARTMENT on a repayment schedule, within thirty (30) days after the date of an invoice from the DEPARTMENT. If the SPONSOR fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the SPONSOR agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the SPONSOR under this Agreement, or any other agreement, or payable to the SPONSOR under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. 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 Agreement shall be in effect for a period of thirty six (36) months from the date of execution.

18. Failure on the part of the SPONSOR to comply with any of the conditions in this Agreement 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.

19. 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 Agreement and that such approvals are a governmental function incidental to the grant which is the subject of this Agreement.

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.

20. In connection with the performance of PROJECT work under this Agreement, 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 Agreements", 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 Agreement.

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 Agreement, 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 Agreement if the name of the SPONSOR or the name of a subcontractor, manufacturer, or supplier utilized by the SPONSOR in the performance of this Agreement subsequently appears in the register during the performance period of this Agreement.

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 Agreement 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.

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, 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 Agreement, except claims resulting from the sole negligence of said indemnitee, its agents or employees.

24. 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 Agreement 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 Agreement, 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 Agreement it will be considered as a breach of this Agreement 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.

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

27. This Agreement 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 Agreement and authorizing the signatures thereto of the respective officials of the SPONSOR, a certified copy of which resolution shall be attached to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement 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

EXHIBIT 1

**ST. CLAIR COUNTY INTERNATIONAL AIRPORT
PORT HURON, MICHIGAN**

Project No. B-26-0080-0797

29-Sep-97

	Federal	State	Local	Total
ADMINISTRATION	\$135	\$8	\$8	\$150
DEPARTMENT-AERO	\$135	\$8	\$8	\$150
LAND	\$0	\$0	\$0	\$0
ENGINEERING	\$44,213	\$2,456	\$2,456	\$49,125
Consultant, Design Twy B & MITL	\$40,613	\$2,256	\$2,256	\$45,125
Department - AERO	\$3,600	\$200	\$200	\$4,000
CONSTRUCTION	\$0	\$0	\$0	\$0
CONTINGENCIES	\$0	\$0	\$0	\$0
Funding Contingencies	\$1,553	\$86	\$86	\$1,725
TOTAL PROJECT BUDGET	\$45,900	\$2,550	\$2,550	\$51,000

ATTACHMENT 1

SUPPLEMENTAL PROVISIONS FOR FEDERAL/STATE/LOCAL CONTRACTS INVOLVING CONSTRUCTION WORK AT ALL CLASSIFICATIONS OF AIRPORTS

1. The term PROJECT COST shall include the cost of the physical construction necessary for the completion of the PROJECT, including the costs of preliminary, design and construction engineering and supervision, environmental studies and reports, airport layout plan updates relating to the PROJECT and the cost of advertising for and receiving bids.
2. The DEPARTMENT is authorized by the SPONSOR pursuant to this contract to advertise and to award the contract for the construction work in the name of the SPONSOR in accordance with the following:
 - a. Prequalification of bidders shall be determined by the DEPARTMENT in accordance with the "Administrative Rules Governing the Prequalification of Bidders for Highway and Transportation Construction Work".
 - b. Prior to advertising the construction work for receipt of bids, the SPONSOR may delete any portion or all of the PROJECT work.
 - c. If after receipt of bids for the construction work, the SPONSOR gives notice of circumstances which affect its ability to proceed, the DEPARTMENT, on behalf of the SPONSOR and with the concurrence of the FAA, if required, shall reject the bids.
 - d. In the event of the rejection of all bids, any costs incurred by the DEPARTMENT shall be deemed to be PROJECT COST.
 - e. Upon receipt of bids, the DEPARTMENT, on behalf of the SPONSOR, will select the most responsive bid in accordance with the DEPARTMENT's applicable "General Provisions for Construction of Airports". The DEPARTMENT will then prepare a "Recommendation to Award" and submit it to the FAA and the SPONSOR. The DEPARTMENT will forward the contract documents to the contractor and then the SPONSOR for execution.
 - f. The DEPARTMENT is authorized to receive, hold, and return proposal guarantees on behalf of and in the name of the SPONSOR pursuant to the requirements enumerated in the DEPARTMENT's applicable "General Provisions for Construction of Airports".

g. In the event of the forfeiture of a proposal guaranty, in accordance with the DEPARTMENT's applicable "General Provisions for Construction of Airports", and upon receipt of a request from the SPONSOR the DEPARTMENT will forward to the SPONSOR the forfeited proposal guaranty.

h. The DEPARTMENT is authorized to receive performance and lien bonds and certificates of insurance on behalf of and in the name of the SPONSOR pursuant to the requirements enumerated in the DEPARTMENT's applicable "General Provisions for Construction of Airports".

i. The SPONSOR, upon presentation of the contract documents, by the DEPARTMENT, and subject to the possible implementation of the exceptions provided in paragraph b & c, above, will execute and return the appropriate documents on or before a date to be set by the DEPARTMENT in accordance with the DEPARTMENT's applicable "General Provisions for Construction of Airports."

j. Upon receipt of the executed contract documents from the SPONSOR, the DEPARTMENT will award the contract.

3. The DEPARTMENT is authorized by the SPONSOR, pursuant to this Contract, to approve subcontracts, between the prime contractor and the subcontractor, on behalf of the SPONSOR. Any such approvals shall not be construed as a warranty of the subcontractor's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity.

4. Should termination of a construction contract, pursuant to Section 80-09 of the DEPARTMENT's applicable "General Provisions for Construction of Airports" occur, the DEPARTMENT shall be given immediate written notice by the SPONSOR.

5. Any changes to the PROJECT plans and specifications made after receipt of bids requires prior written approval of the DEPARTMENT and the FAA. The SPONSOR or their representatives may request such changes by initiating a change order to the construction contract in accordance with the "General Provisions for Construction of Airports" and the DEPARTMENT'S "Project Engineers Manual" for airport construction. Any change orders determined to be significant by the DEPARTMENT shall require a prior written amendment to this Contract.

In the event that during the course of PROJECT construction, it becomes necessary to exceed estimated quantities of materials or labor, and it is not reasonable to obtain prior consent from the DEPARTMENT without interrupting an ongoing construction activity, the SPONSOR's on-site supervisor may approve such overruns and the DEPARTMENT may share in the costs of such overruns only if all of the following conditions are met:

a. The construction, including such overruns, remains in conformity with the PROJECT plans and specifications as revised.

b. Such overruns do not exceed ten percent (10%) of that category within the PROJECT plans and specifications as revised.

c. The SPONSOR or their representative immediately notify the DEPARTMENT of such overruns and the estimated cost thereof.

d. That such on-site approval is necessary for the continuity in construction and that obtaining approval prior to proceeding would cause a material interruption in the PROJECT resulting in a significant increase in costs.

6. Any work or material that is determined by the DEPARTMENT not to be in conformity with the plans, specifications, and contract documents, will be ineligible for reimbursement with federal and state participating funds, or will be subject to a price adjustment approved by the DEPARTMENT and the FAA.

7. Upon completion of the work in each construction contract and the acceptance thereof by the SPONSOR, the SPONSOR or their designated representative shall give immediate written notice to the DEPARTMENT.

8. The SPONSOR hereby agrees that it will maintain said Airport in full operating condition on a year-round basis for a period of twenty (20) years in accordance with class "C" licensing requirements set forth by the Michigan Aeronautics Commission rules and regulations. During this period, the Airport shall not be abandoned or permanently closed without the express written permission of the DEPARTMENT.

9. In addition to the requirements of paragraph 8 of these supplemental provisions, and not in lieu thereof, should the SPONSOR desire to abandon, close, sell or otherwise divest itself of the airport or any portion thereof, the SPONSOR agrees to also provide to the DEPARTMENT a prior written notice of any such intent giving the DEPARTMENT, for a period of one hundred eighty (180) days after receipt of such notice, a first right to purchase at fair market value the airport and all facilities thereon. Fair market value shall be determined by an independent appraisal of such properties.

The notice of intent and first right to purchase shall be provided via registered or certified mail, return receipt, postage prepaid, addressed to the Deputy Director of the Bureau of Aeronautics, Michigan Department of Transportation.

10. The SPONSOR will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to serve the aeronautical users of the Airport other than facilities owned or controlled by the United States in the State of Michigan, and will not permit any activity thereon which would interfere with its use for airport purposes; provided that nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or

destroyed due to any act of God or other condition or circumstances beyond the control of the SPONSOR.

11. The SPONSOR will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace, or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration or growth of any structure, tree or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in FAA Advisory Circulars.

For a period of twenty (20) years, the SPONSOR will make the airport available, as an airport, for public use, to all types, kinds and classes of aeronautical use on fair and reasonable terms and without unjust discrimination. Rates charged to aeronautical users will be determined on the basis of the cost to the SPONSOR of providing the facility. 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 an approved non-aeronautical activity, the SPONSOR will charge fair market value for the right to conduct such activity. During this period, all revenues generated by the airport, for either aeronautical or non-aeronautical activities, will be expended for the capital or operating costs of the airport; the local airport system; or other local facilities, which are owned or operated by the SPONSOR and directly and substantially related to the actual air transportation of passengers or property.

APPENDIX E
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 Title 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. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
 - i. Clean Air Act, P.L. 90-148, as amended.
 - j. Coastal Zone Management Act, P.L. 93-205, as amended.
 - k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
 - l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
 - m. Rehabilitation Act of 1973 - 29 U.S.C. 794.

- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian, Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- r. Powerplant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- t. Copeland Antikickback Act - 18 U.S.C. 874.¹
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

- Executive Order 11246 - Equal Employment Opportunity¹
- Executive Order 11990 - Protection of Wetlands
- Executive Order 11998 - FloodPlain Management
- Executive Order 12372 - Intergovernmental Review of Federal Programs.
- Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- e. 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
- f. 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
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 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.
- k. 49 CFR Part 23 - Participation by minority business enterprise in Department of Transportation programs.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.^{1 2}
- m. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefitting from Federal financial assistance.¹
- n. 49 CFR Part 29 - Governmentwide debarment and suspension (non-procurement) and governmentwide requirements for drug-free workplace (grants).
- o. 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.
- p. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.¹

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 Title 49, United States Code.

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 Title 49, United States Code, 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 Title 49, United States Code, 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 Title 49, United States Code, 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 use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, 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 47112 of Title 49, United States Code. 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. 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. 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.
 In furtherance of this assurance, the sponsor will have in effect 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 reasonable terms and without unjust discrimination, to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport.
- 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 to 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 reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - (2) charge 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 the airport 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 commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, 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 Title 49, United States Code.

- 24. Fee and Rental Structure.** It will maintain a fee and rental structure for the facilities and services at the airport 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 Title 49, United States Code, 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.

- a. 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 which are 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.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

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; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. 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;
- c. 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

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, 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 benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.
- 31. Disposal of Land.**
- a. For land purchased under a grant for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the discretion of the Secretary, 1) be paid to the Secretary for deposit in the Trust Fund, or 2) be reinvested in an approved noise compatibility project as prescribed by the Secretary.
 - b. (1) For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (a) upon application to the Secretary, be reinvested in another eligible airport improvement project or projects approved by the Secretary at that airport or within the national airport system, or (b) be paid to the Secretary for deposit in the Trust Fund if no eligible project exists.
(2) Land shall be considered to be needed for airport purposes under this assurance if (a) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (b) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
 - c. Disposition of such land under (a) or (b) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.
- 32. Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.
- 33. Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable

market opportunities for products and suppliers of the United States in procurement and construction.

34. **Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 05/01/95 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.
36. **Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport, however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

CURRENT FAA ADVISORY CIRCULARS FOR AIP PROJECTS

Updated on: 5/1/95

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SUBJECT

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Announcement of Availability--RTCA Inc., Document RTCA-221,
Guidance and Recommended Requirements for Airport Surface
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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
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150/5210-7B
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150/5210-14
Airport Fire and Rescue Personnel Protective Clothing

150/5210-15
Airport Rescue & Firefighting Station Building Design

150/5210-18
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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
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150/5220-14A
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150/5220-16A
Automated Weather Observing Systems for NonFederal
Applications

150/5220-17A
Design Standards for Aircraft Rescue Firefighting Training
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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
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150/5220-20
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Use of Value Engineering for Engineering Design of Airport
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Airport Drainage

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150/5325-4A
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150/5340-1G
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150/5340-4C
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150/5340-14B
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150/5340-18C
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Supplemental Wind Cones

150/5340-24

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Runway and Taxiway Edge Lighting System

150/5340-27A

Air-to-Ground Radio Control of Airport Lighting Systems

150/5345-3D

Specification for L821 Panels for Remote Control of Airport Lighting

150/5345-5A

Circuit Selector Switch

150/5345-7D

CHG 1

Specification for L824 Underground Electrical Cable for Airport Lighting Circuits

150/5345-10E

Specification for Constant Current Regulators Regulator Monitors

150/5345-12C

Specification for Airport and Heliport Beacon

150/5345-13A

Specification for L841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits

150/5345-26B

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Specification for L823 Plug and Receptacle, Cable Connectors

150/5345-27C
Specification for Wind Cone Assemblies

150/5345-28D⁷⁵
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Precision Approach Path Indicator (PAPI) Systems

150/5345-39B
CHG 1
FAA Specification L853, Runway and Taxiway Centerline
Retroreflective Markers

150/5345-42C
CHG 1
Specification for Airport Light Bases, Transformer Housings,
Junction Boxes and Accessories

150/5345-43D
Specification for Obstruction Lighting Equipment

150/5345-44F
CHG 1
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
CHG 1
Specification for Portable Runway Lights

150/5345-51
CHG 1
Specification for Discharge-Type Flasher Equipment

150/5345-52

Generic Visual Glideslope Indicators (GVGI)

150/5345-53

Airport Lighting Equipment Certification Program

150/5360-9

Planning and Design of Airport Terminal Facilities at NonHub Locations

150/5360-12A

Airport Signing & Graphics

150/5360-13

CHG 1

Planning and Design Guidance for Airport Terminal Facilities

150/5370-2C

Operational Safety on Airports During Construction

150/5370-6B

Construction Progress and Inspection Report-Airport Grant Program

150/5370-10A

CHG 1, 2, 3, 4, 5, 6, 7, 8

Standards for Specifying Construction of Airports

150/5370-11

CHG 1

Use of Nondestructive Testing Devices in the Evaluation of Airport Pavements

150/5370-12

Quality Control of Construction for Airport Grant Projects

150/5390-2A

Heliport Design

150/5390-3

Vertiport Design

Airport Name St. Clair County International Airport
Associated City Port Huron
Project No. B-26-0080-0797

APPENDIX F

SPECIAL CONDITIONS

(MANDATORY CONDITIONS TO BE IN ALL SUB-GRANTS)

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 navigaids that are fixed by their functional purposes or any other structure approved by the FAA. Any existing structures or uses within the Runway Protection Zone will be cleared or discontinued unless approved by the FAA.
 - b. **Existing Easement Interest in the Runway Protection Zone.**
The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is a hazard to air navigation or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
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. **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.
4. **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."

5. 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.

6. PAVEMENT MAINTENANCE MANAGEMENT PROGRAM (PGL 95-2) For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance program as is required by airport Sponsor Assurance Number C-11. The Sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. As a minimum, the program must conform with the provisions outlined below:

Pavement Maintenance Management Program

An effective pavement maintenance management program is one that details the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed. An airport sponsor may use any form of inspection program it deems appropriate. The program must, as a minimum, include the following:

- a. **Pavement Inventory.** The following must be depicted in an appropriate form and level of detail:

- (1) location of all runways, taxiways, and aprons;
- (2) dimensions;
- (3) type of pavement, and;
- (4) year of construction or most recent major rehabilitation.

For compliance with the Airport Improvement Program (AIP) assurances, pavements that have been constructed, reconstructed, or repaired with federal financial assistance shall be so depicted.

b. Inspection Schedule.

- (1) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," the frequency of inspection may be extended to three years.
- (2) Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition.

c. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The types of distress, their locations, and remedial action, scheduled or performed, must be documented. The minimum information to be listed below:

- (1) inspection date,
- (2) location,
- (3) distress types, and
- (4) maintenance scheduled or performed.

For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

d. Information Retrieval. An airport sponsor may use any form of record keeping it deems appropriate, so long as the information and records produced by the pavement survey can be retrieved to provide a report to the FAA as may be required.

e. Reference. Refer to Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements and establishing an effective maintenance program. Specific types of distress, their probable causes, inspection guidelines, and recommended methods of repair are presented.

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.

RESOLUTION 97-45

APPROVING COOPERATIVE REIMBURSEMENT IV-D PROGRAM
AGREEMENT FOR THE ST. CLAIR COUNTY PROSECUTING ATTORNEY

WHEREAS, the Michigan Family Independence Agency 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 302.34 and 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 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 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:

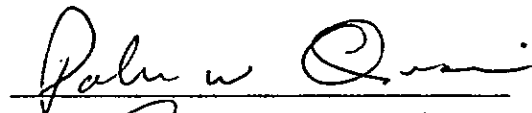
1. The St. Clair County Board of Commissioners does hereby approve the execution of the Cooperative Reimbursement Program agreement between the Prosecuting Attorney for the County of St. Clair and the Michigan Family Independence Agency.
2. The Chairperson of this Board is hereby authorized to execute said agreement for and on behalf of St. Clair County.
3. All resolutions and parts of resolutions, insofar as the same conflict with the provisions of this resolution be, and the same hereby are rescinded.

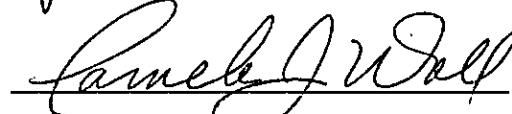
DATED: October 22, 1997

Reviewed and Approved by:



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







STATE OF MICHIGAN



OFFICE OF CHILD SUPPORT
7109 W SAGINAW HWY
PO BOX 30478
LANSING, MI 48909-7978

JOHN ENGLER, Governor

FAMILY INDEPENDENCE AGENCY

235 S. Grand Avenue, P.O. Box 30037, Lansing, MI 48909
MARVA LIVINGSTON HAMMONS, Director

August 15, 1997

**FRIEND OF THE COURT LETTER 97-018
PROSECUTING ATTORNEY LETTER 97-009**

TO: All Friends of the Court and Prosecuting Attorneys

FROM: Wallace N. Dutkowski, Director
Office of Child Support

A handwritten signature in cursive script, appearing to read "Wallace N. Dutkowski", written over the typed name in the "FROM:" field.

SUBJECT: 1998 Cooperative Reimbursement Contracts

The Office of Child Support (OCS) is sending each provider a contract rather than an application for contract for 1998. The 1998 contract includes a budget based on the 1997 contract budget. This action is undertaken to protect the existing funding of all providers. OCS recognizes that costs in 1998 contracts may be different than they were in 1997. These changes in costs can be handled in contract amendments without the same time pressures involved.

Contract Language

Changes in contract language are minimal and were submitted to the Friend of the Court Association, Prosecuting Attorney Association of Michigan and the State Court Administrative Office for review and comment. The changes consist of updating the audit language to reflect changes in the Single Audit Act and updating the billing method language to reflect OCS's new policy of permitting line item transfers of up to \$3,000 without prior approval.

Since that submission a few other changes have been made. References to other sections of the contract, formerly identified as "Section I, paragraph K" have been changed to give the specific title of the section to avoid confusion in editing of the language in future contract years. Further, three enforcement remedies have been added to the FOC list;

1. License suspension,
2. Contempt proceedings and
3. Registration for enforcement in another state.

Resolutions

OCS has included resolutions with the contracts that are county and contract specific. That is, the resolutions include the county name and the term of the contract whether it is based on fiscal (10/1 to 9/30) or calendar (1/1 to 12/31) year.

Lobby Certificates

Attached to the instructions are copies of the Lobby Certificates to be completed by both the Provider and the Chairperson of the County Board of Commissioners if the contract net budget amount exceeds \$100,000.

Note: If a county submitted lobby certificates previously for their medical support contract that exceeded \$100,000, a second set of certificates is not needed.

Time Frames

Please direct all signed Cooperative Reimbursement contracts to OCS Central Office. Do not send them to OCS District Contract Managers.

Fiscal Year (10/1/97 to 9/30/98) Contracts

For counties contracting on a fiscal year 10/1/97 to 9/30/98, the contract, resolution and lobby certificates (if needed) should be signed by the provider and the contractor and sent to OCS Central Office before September 30, 1997. If the contract is not signed by the county **before October 1, county funding is at risk.**

Calendar Year (1/1/98 to 12/31/98) Contracts

For counties contracting on a fiscal year 1/1/98 to 12/31/98, the contract, resolution and lobby certificates (if needed) should be signed by the provider and the contractor and sent to OCS Central Office before December 31, 1997. If the contract is not signed by the county **before January 1, county funding is at risk.**

Amendments

OCS Contract Managers will be provided with software to facilitate amendments. If a provider needs to apply for an amendment simultaneously with signature of the contract, please contact your District Contract Manager for assistance. OCS recommends that providers encourage the county board to approve the contract enclosed in this letter and deal with a contract amendment separately.

cc: Chairperson, County Board of Commissioners
Chief Circuit Judge
County Financial Officer
State Court Administrative Office
FIA County Directors

STATE OF MICHIGAN



JOHN ENGLER, Governor

FAMILY INDEPENDENCE AGENCY

235 S GRAND AVE, PO BOX 30037, LANSING MI 48909

MARVA LIVINGSTON HAMMONS, Director

OFFICE OF CHILD SUPPORT

7109 W. SAGINAW HWY.

PO BOX 30478

LANSING, MI 48909-7978

1998

COOPERATIVE REIMBURSEMENT

CONTRACT

INSTRUCTION PACKAGE

1998
TITLE IV-D COOPERATIVE REIMBURSEMENT
CONTRACT INSTRUCTION PACKAGE

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1998
TITLE IV-D COOPERATIVE REIMBURSEMENT
CONTRACT INSTRUCTION PACKAGE

I. PROVIDER CHECKLIST

The following actions are to be taken within the time frames indicated to process a fully executed contract:

ACTIONS:	TIME FRAMES:
<p>A. CONTRACTOR/PROVIDER ACTIONS</p> <p style="text-align: right;">(Counties on fiscal year Oct. 1 - Sept. 30) (Counties on calendar year Jan 1 - Dec. 31)</p> <p>Obtain <u>original</u> Provider signatures on:</p> <p>_____ Two (2) <u>Contract signature pages</u>, dated and witnessed; and _____ One (1) of the "<u>New Restrictions on Lobbying</u>" certification (if contract exceeds \$100,000).</p> <p>Obtain <u>original</u> signatures of, Chairperson, County Board of Commissioners on:</p> <p>_____ Two (2) <u>contract signature pages</u>, dated and witnessed (make and retain one (1) copy for your files; and _____ Two (2) <u>Resolution Sheets</u> (one attached to each original contract document); and _____ One (1) copy of the "<u>New Restrictions on Lobbying</u>" certification.</p> <p>Provider Forwards to the OCS Central Office:</p> <p>_____ Two (2) <u>Contract documents</u> with original signatures, and _____ Two (2) <u>Resolutions</u> with original signatures, and _____ Two (2) <u>Lobby Certifications</u> with original signatures.</p> <p>Provider Retains for their files:</p> <p>_____ One (1) photocopy of each document.</p>	<p>Aug. 18 through Sept. 30 Oct. 1 through Dec. 15</p>
<p>B. OCS CENTRAL OFFICE ACTIONS:</p> <p style="text-align: right;">(Counties on fiscal year Oct. 1 - Sept. 30) _ (Counties on calendar year Jan 1 - Dec. 31)</p> <p>_____ Review submitted documents for signatures, accuracy and completeness, and _____ Review by FIA Office of Contract Management, and _____ Arrange for FIA Board Review through FIA Director's review, and _____ Mail one (1) original copy of the executed contract to the Provider.</p>	<p>Sept. 15 through Sept. 30 Oct. 30 through Dec. 30</p>

1998
TITLE IV-D COOPERATIVE REIMBURSEMENT
CONTRACT INSTRUCTION PACKAGE

II. PROCESS OVERVIEW

The 1998 Cooperative Reimbursement Contract process is a one step process to protect county funding. Providers complete appropriate Contract documents, prepare copies (as indicated in the Provider Checklist), and submit the completed Contract package documentation (as indicated below) to the OCS Central Office **before September 30, 1997.**

The Contract Package consists of the following documents:

- Contract Document
- Resolution (see Instruction Package, Section V for a copy if needed)
- Lobby Certificate for Provider (when contract exceeds \$100,000), and
- Lobby Certificate for Board Chairperson (when contract exceeds \$100,000)
- Budget Proposal

OCS acknowledges that the attached budget based on 1997 costs may not cover all the planned

IV-D eligible expenditures the county will make in the 1998 contract year. However, by signing this continuation budget, the county is insured that a contract will be in place when the 1997 contract expires. The 1998 contract can be amended as soon as it is in place without any risk to IV-D funding.

OCS District Contract Managers will assist providers in preparing amendments to the approved 1998 contracts

1998
TITLE IV-D COOPERATIVE REIMBURSEMENT
CONTRACT INSTRUCTION PACKAGE

A. OCS DISTRICT CONTRACT MANAGER INFORMATION

<u>MANAGER</u>	<u>MAILING ADDRESS</u>	<u>MAIL</u>	<u>TELEPHONE & FAX</u>
Appleyard, Vicki District 14	C/O CIS Office of Child Support 965 W. Milham Portage, MI 49024	CENTRL::VAPPLEYARDRA	616/324-6444 616/324-6445 FAX
Brozak, Lois District 13	Iron County FIA 337 Brady Avenue P. O. Box 250 Caspian, MI 49915	DICKIN::LBROZAK36	906/265-0313 906/265-6390 FAX
James, Patrick District 11	Ionia County FIA 920 E Lincoln P. O. Box 506 Ionia, MI 48846	IONIA::PJAMES34	616/527-5273 616/527-1849 FAX

1998

**TITLE IV-D COOPERATIVE REIMBURSEMENT
CONTRACT INSTRUCTION PACKAGE**

B. OCS DISTRICT CONTRACT MANAGER COUNTY ASSIGNMENT TABLE

CO#	COUNTY	DISTRICT MANAGER FOR CR CONTRACT PROCESS	CO#	COUNTY	DISTRICT MANAGER FOR CR CONTRACT PROCESS
1	ALCONA	LOIS BROZAK	42	KEWEENAW	LOIS BROZAK
2	ALGER	LOIS BROZAK	43	LAKE	PATRICK JAMES
3	ALLEGAN	VICKI APPELYARD	44	LAPEER	VICKI APPELYARD
4	ALPENA	LOIS BROZAK	45	LEELANAU	LOIS BROZAK
5	ANTRIM	LOIS BROZAK	46	LENAWEE	VICKI APPELYARD
6	ARENAC	LOIS BROZAK	47	LIVINGSTON	VICKI APPELYARD
7	BARAGA	LOIS BROZAK	48	LUCE	LOIS BROZAK
8	BARRY	VICKI APPELYARD	49	MACKINAC	LOIS BROZAK
9	BAY	PATRICK JAMES	50	MACOMB	VICKI APPELYARD
10	BENZIE	PATRICK JAMES	51	MANISTEE	PATRICK JAMES
11	BERRIEN	VICKI APPELYARD	52	MARQUETTE	LOIS BROZAK
12	BRANCH	VICKI APPELYARD	53	MASON	PATRICK JAMES
13	CALHOUN	VICKI APPELYARD	54	MECOSTA	PATRICK JAMES
14	CASS	VICKI APPELYARD	55	MENOMINEE	LOIS BROZAK
15	CHARLEVOIX	LOIS BROZAK	56	MIDLAND	PATRICK JAMES
16	CHEBOYGAN	LOIS BROZAK	57	MISSAUKEE	LOIS BROZAK
17	CHIPPEWA	LOIS BROZAK	58	MONROE	VICKI APPELYARD
18	CLARE	LOIS BROZAK	59	MONTCALM	VICKI APPELYARD
19	CLINTON	PATRICK JAMES	60	MONTMORENCY	LOIS BROZAK
20	CRAWFORD	LOIS BROZAK	61	MUSKEGON	PATRICK JAMES
21	DELTA	LOIS BROZAK	62	NEWAYGO	PATRICK JAMES
22	DICKINSON	LOIS BROZAK	63	OAKLAND	VICKI APPELYARD
23	EATON	VICKI APPELYARD	64	OCEANA	PATRICK JAMES
24	EMMET	LOIS BROZAK	65	OGEMAW	LOIS BROZAK
25	GENESEE	PATRICK JAMES	66	ONTONOGAN	LOIS BROZAK
26	GLADWIN	LOIS BROZAK	67	OSCEOLA	PATRICK JAMES
27	GOGEBIC	LOIS BROZAK	68	OSCODA	LOIS BROZAK
28	GR.TRAVERSE	LOIS BROZAK	69	OTSEGO	LOIS BROZAK
29	GRATIOT	PATRICK JAMES	70	OTTAWA	PATRICK JAMES
30	HILLSDALE	VICKI APPELYARD	71	PRESQUE ISLE	LOIS BROZAK
31	HOUGHTON	LOIS BROZAK	72	ROSCOMMON	LOIS BROZAK
32	HURON	PATRICK JAMES	73	SAGINAW	PATRICK JAMES
33	INGHAM	PATRICK JAMES	76	SANILAC	PATRICK JAMES
34	IONIA	VICKI APPELYARD	77	SCHOOLCRAFT	LOIS BROZAK
35	IOSCO	LOIS BROZAK	78	SHIAWASSEE	PATRICK JAMES
36	IRON	LOIS BROZAK	74	ST. CLAIR	PATRICK JAMES
37	ISABELLA	PATRICK JAMES	75	ST. JOSEPH	VICKI APPELYARD
38	JACKSON	VICKI APPELYARD	79	TUSCOLA	PATRICK JAMES
39	KALAMAZOO	VICKI APPELYARD	80	VAN BUREN	VICKI APPELYARD
40	KALKASKA	LOIS BROZAK	81	WASHTENAW	VICKI APPELYARD
41	KENT	PATRICK JAMES	82	WAYNE	VICKI APPELYARD
			83	WEXFORD	LOIS BROZAK

1998
**TITLE IV-D COOPERATIVE REIMBURSEMENT
CONTRACT INSTRUCTION PACKAGE**

III. CONTRACT DOCUMENT PROCESS

A. 1998 COOPERATIVE REIMBURSEMENT CONTRACTS

B. CONTRACT SIGNATURE INSTRUCTIONS:

PROGRAM PROVIDER: Chief Circuit Court Judge, Friend of the Court, Prosecuting Attorney or designee): Sign both Contract documents, type or print name below signature, date and witness.

CONTRACTOR: (Official for the County, Chairperson, County Board of Commissioners, or designee): Sign both Contract documents, type or print name below signature, date and witness.

C. RESOLUTION COMPLETION

Attach a resolution to each Contract, certifying ratification of the entire Contract by the County Board of Commissioners. A county specific Resolution document is enclosed for use by the County, or another resolution format may be used if desired to achieve the same end.

D. LOBBY CERTIFICATION

Lobby Certifications are required for any provider contracting for amounts **equal to or greater than \$100,000**. A copy of the Lobby Certification is attached to this document for reference or use to copy. Counties meeting the financial requirement of the Lobby Certification are highlighted on the 1998 Medical Support Allocation Table.

Note: If Lobby Certificates were completed by the provider or the Chairperson of the County Board of Commissioners in the Medical Support Contract process, those certificates will suffice for the Cooperative Reimbursement Contract process. A second set is not needed.

Refer to the Contract Checklist to determine the number of originals and copies of documents to be submitted to OCS Central Office.

IV. Lobby Certification

A copy of the lobby certificate begins on the next page.

**TO ALL PROVIDERS AND CONTRACTORS
WITH CONTRACTS IN THE
AMOUNT OF \$100,000 OR MORE**

NEW RESTRICTIONS ON LOBBYING

INSTRUCTIONS

As a recipient of federal funds under this contract, your agency is required by federal law to sign the attached certification regarding lobbying (Page 1).

Sign this certification after thoroughly reading- Appendix A, "New Restrictions on Lobbying", a federal Office of Management and Budget publication. Do not complete Form LLL, "Disclosure of Lobbying Activities" (Appendix B) unless required to do so according to the attached material.

We have provided copies of this certificate for signature by both the provider (FOC or PA) and the contractor (County Board Chair).

Each certification must be signed and returned to the Agency before the contract can be fully executed.

Please direct all questions concerning this form to the Office of Federal Procurement Policy, DMB, 10300 New Executive Office Building, Washington, D.C. 20503 - (Telephone: 202/395-6803).

Send certifications signed by the provider and the contractor and the contract to:

Family Independence Agency
Office of Child Support
P.O. Box 30478
Lansing, MI 48909-7978

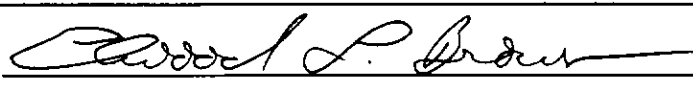
CERTIFICATION

(Certification/Reporting Regarding Lobbying)

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

- (1) No Federal appropriated funds (including payments made by the Department on this contract) will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, and officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (4) I have read the seven page document titled "New Restrictions on Lobbying."

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

Contract #	CS/PA-98-74002
Signature:	
Print Name:	Elwood L. Brown
Title:	St. Clair County Prosecuting Attorney
Telephone	(Area Code) 810 Number 985-2400
Date:	September 29, 1997

CERTIFICATION

(Certification/Reporting Regarding Lobbying)

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

- (1) No Federal appropriated funds (including payments made by the Department on this contract) will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, and officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (4) I have read the seven page document titled "New Restrictions on Lobbying."

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

Contract #	CS/PA-98-74002
Signature:	_____
Print Name:	Judy Keegan
Title:	Chairperson, St. Clair County Board of Commissioners
Telephone	(Area Code) 810 Number 985-2001
Date:	_____

NEW RESTRICTIONS ON LOBBYING

(a) **Definitions.** As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and modification of any Federal contract, grant, loan, or cooperative agreement.

"Covered Federal Action" does not include receiving from an agency a commitment providing for the United States to insure or, guarantee a loan.

"Indian Tribe" and **"Tribal Organization"** have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, U.S. Code, including a position under a temporary appointment;
- (2) A member of the uniformed services as defined in Section 101(3), title 37, U.S. Code;
- (3) A special Government employee as defined in section 202, title 18, U.S. Code; and
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act title 5, U.S. Code appendix 2.

"Person" means an individual, corporation, company association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation" means; with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient" includes all contractors and subcontractors at any tier in connection with a Federal contract. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having government duties and powers.

(b) **Prohibition.**

- (1) Section 1352 of title 31, U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

- (2) The prohibition does not apply as follows:
- (i) Agency and legislative liaison by Own Employees.
 - (A) The prohibition on the use of appropriated funds, in paragraph (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
 - (B) For purposes of paragraph (A) of this section, providing any information specifically requested by an agency or Congress is allowable at any time.
 - (C) For purposes of paragraph (A) of this section, the following agency and legislative liaison activities are allowable at any time only where they are not related to a specific solicitation for any covered Federal action:
 - (i) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
 - (ii) Technical discussions and other activities regarding the application of adaptation of the person's products or services for an agency's use.
 - (D) For purposes of paragraph (A) of this section, the following agency and legislative liaison activities are allowable only where they are prior to formal solicitation of any covered Federal action:
 - (i) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
 - (ii) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,
 - (iii) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
 - (E) Only those activities expressly authorized by paragraph (i) of this section are allowable under paragraph (i).

- (ii) Professional and technical services by own employees.
 - (A) The prohibition on the use of appropriated funds, in paragraph (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or an extension, continuation, renewal, amendment, or modification of a Federal contract if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.
 - (B) For purposes of paragraph (A) of this section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.
 - (C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
 - (D) Only those services expressly authorized by paragraph (ii) of this section are allowable under paragraph (ii).

(iii) Reporting for Own Employees

No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iv) Professional and technical services by Other than Own Employees

- (A) The prohibition on the use of appropriated funds, in paragraph (1) of this section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action, if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.
- (B) For purposes of paragraph (A) of this section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.
- (C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(D) Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(E) Only those services expressly authorized by paragraph (iv) of this section are allowable under paragraph (iv).

(c) Disclosure

(1) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification indicating that the person has not made, and will not make, any payment prohibited by paragraph (b) of this clause.

(2) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, Standard form-LLL, "Disclosure of Lobbying Activities," if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (b) of this clause if paid for with appropriated funds.

(3) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (2) of this section. An event that materially affects the accuracy of the information reported includes:

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(4) Any person who requests or receives from a person referred to in paragraph (1) of this section a subcontract exceeding \$100,000 at any tier under the Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraph (1) of this section. That person shall forward all disclosure forms to the agency.

(d) Agreement

In accepting any contract resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties

- (1) Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- (2) Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (3) Contractors may rely without liability on the representations made by their subcontractors in the certification and disclosure form.

(f) Cost allowability

Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

(End of Clause)

BILLING CODE 3110-01-M

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

<p>1. Type of Federal Action</p> <p><input type="checkbox"/> a. Contract</p> <p><input type="checkbox"/> b. Grant</p> <p><input type="checkbox"/> c. Cooperative Agreement</p> <p><input type="checkbox"/> d. Loan</p> <p><input type="checkbox"/> e. Loan Guarantee</p> <p><input type="checkbox"/> f. Loan Insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. Bid/Offer/Application</p> <p><input type="checkbox"/> b. Initial Award</p> <p><input type="checkbox"/> c. Post-Award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. Initial Filing</p> <p><input type="checkbox"/> b. Material Change</p> <p>(For Material Change Only):</p> <p>Year ____ Quarter ____</p> <p>Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee <input type="checkbox"/> Tier, if known</p> <p>Congressional District, if known: _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime</p> <p>Congressional District, if known: _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10 a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p>(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	<p>10 b. Individuals Performing Services (including address, if different from 10 a.) (last name, first name, MI):</p> <p>(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> Actual <input type="checkbox"/> Planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. Retainer</p> <p><input type="checkbox"/> b. One-Time Fee</p> <p><input type="checkbox"/> c. Commission</p> <p><input type="checkbox"/> d. Contingent Fee</p> <p><input type="checkbox"/> e. Deferred</p> <p><input type="checkbox"/> f. Other; specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. Cash</p> <p><input type="checkbox"/> b. In-Kind; Specify: Nature _____</p> <p>Value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</p> <p>(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or made into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 not more than \$100,000 for such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form LLL</p>

INSTRUCTIONS FOR COMPLETION OF SF-LLL, "DISCLOSURE OF LOBBYING ACTIVITIES"

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

Contract No: CS/PA-98-74002
Contract Amount: \$168,158.00
Index Code: 93100
Prog Cost Acct (PCA): 81135
Agency Object Code: 6155
Commodity Code: 961-91
Federal I.D.#: 38-6006420
Mail Code: 021
Method of Payment: Actual Cost

AGREEMENT
between
FAMILY INDEPENDENCE AGENCY
and
THE COUNTY OF ST. CLAIR

This Agreement, effective January 1, 1998 through December 31, 1998, is by and between the Family Independence Agency, having a mailing address of 235 S. Grand Avenue, P.O. Box 30037, Lansing, Michigan 48909 (hereinafter referred to as the "Agency"), the County of St. Clair, a public organization, having a mailing address of County Building, 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 Agency is authorized to contract with State or local units of government and private agencies under the provisions of MCLA 400.10; and,

WHEREAS, the Agency has the authority to enter into a Cooperative Agreement under and in accordance with policies established by the Agency, as well as under and in accordance with Title IV-D of the Social Security Act as amended and the provisions of part 302.34 and 304, Chapter III, Title 45, Code of Federal Regulations; and

WHEREAS, the Agency 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. Agency's Source of Funds-Termination

The Agency'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 Agency to continue or expand such activities. The Agency 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 Agency 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 Agency under this Agreement shall not be financed by any source, including client fees, other than the Agency under the terms of this Agreement. If funding is received through any other source, the Contractor and Prosecutor agree to keep accurate records so that this income can be deducted from Contractor and Prosecutor costs when calculating program costs for future contract years.

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 Agency on the beginning date of this Agreement. Any additional reports which the Agency 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 Agency 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 Agency 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 Agency shall provide findings and recommendations of audits to the Contractor and Prosecutor. The Agency 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 Agency.

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 Agency 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 Non-Child Support Enforcement System (CSES) property, real or personal, furnished by the Agency for use by the Contractor and Prosecutor in the performance of this Agreement shall remain in the Agency. Upon expiration of this Agreement or any extension thereof, the Contractor and Prosecutor agree to return said property to the Agency or pay the then current fair market value thereof to the Agency. However, in the event that any such property is only partially funded by the Agency, the Contractor or Prosecutor shall return said property to the Agency or pay the Agency that portion of the current fair market value of such item which is in the same percentage as the Agency's contribution to the original purchase price. Where property in which the Agency has an interest is traded for other property, the Contractor and Prosecutor shall maintain continuing records to account for the Agency'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 Agency. The Agency, 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 Agency an application for a Cooperative Reimbursement Agreement and, because of circumstances beyond the control of either the Contractor, Prosecutor, or the Agency, 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 Agency 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 Agency 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 Agency, 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 Agency for extenuating circumstances.

The Agency shall make payments to the Contractor for allowable reimbursable costs not covered by previous payments. The Contractor shall immediately refund to the Agency any payments or funds advanced to the Contractor in excess of allowable payments for units of service provided.

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 Agency contained in Section I, paragraphs titled Examination and Maintenance of Records and Closeout/Extensions.

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 Agency'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 Agency in writing of their intent to pursue a claim against the Agency 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 Agency, must meet with the Director of the Agency 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 titled Cancellation of Agreement.

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 Agency shall continue without interruption, except as provided in Section III, paragraph titled Payment 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 Agency 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 Agency for refusing to agree to said amendment, and said refusal shall not constitute a breach of this Agreement.

Q. Termination - Unfair Labor Practice

The Agency 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. Audit Requirements

This Agreement is funded through the Federal Child Support Enforcement Program. The Agency 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-133. The Agency shall send a letter to the Contractor each year including the Catalog of Federal Domestic Assistance number and the percentage of Federal Financial Participation (FFP).

Contractors who receive a total of \$300,000 or more in federal funds from one or more funding sources in a fiscal year as subrecipients are required to comply with the provisions of Federal Office of Management and Budget Circular A-133. Copies of the audit performed for the Contractor's compliance with Circular A-133 must be submitted to the Family Independence Agency, Office of Internal Audit, no later than thirteen (13) months following the end of the Contractor's fiscal year. 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 Contractor's compliance audit shall be submitted to:

Family Independence Agency
Office of Internal Audit
235 S. Grand Avenue, Suite 1112
P.O. Box 30037
Lansing, Michigan 48909

The circular contains extensive requirements for selection and qualifications of external auditors engaged to complete the audit requirements. Contractors should refer to the appropriate circular for additional information.

S. 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/FIA-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: District Contract Manager
Office of Child Support
Local County Family Independence Agency
2. **Form:** DSS/FIA-285 - Prosecuting Attorney's Quarterly Report
Cycle: Due by the tenth (10) working day after the end of the quarter
To: Family Independence Agency
Office of Child Support - District Contract Manager
3. **Form:** DSS/FIA-1856 - Title IV-D Support Referral, also known as 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 Agency 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 Agency.

F. Billing Method

The Actual Cost Reimbursement Method shall be used to claim reimbursement under this Agreement. The Cooperative Reimbursement Budget is 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 Providers shall use funds paid under this Agreement. The Contractor and Providers shall follow and adhere to the Budget. Only costs actually expended may be billed. However, expenditures up to \$3,000 above the direct cost line item budget categories are permissible provided the sum of all expenditures does not exceed the total amount of the Agreement.

The Contractor and Providers must obtain written approval from the Agency to increase or decrease line items in the budget by more than \$3,000. The Contractor and Provider's request for the Agency's approval must contain sufficient information to allow the Agency 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/FIA-286), detailing program-related expenditures. The DSS/FIA-286 shall indicate actual expenditures by category of expense in the performance of this Agreement for the period being billed. The DSS/FIA-286 shall be submitted within fifteen (15) working days from the end of the monthly billing period to the District Contract Manager.

III. AGENCY DUTIES AND RESPONSIBILITIES

A. Program Administration

The Agency, 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 Agency 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 Agency shall complete its processing of payments to the Contractor within thirty (30) calendar days after receipt of the Contractor's monthly DSS/FIA-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/FIA-286's submitted after the due date the Agency reserves the right to delay processing and payment to the next available cycle.

The Agency 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 Agency as required by this Agreement or as are required by applicable state statutes and federal regulations. For DSS/FIA-286's submitted after the due date, the Agency reserves the right to delay processing and payment to the next available cycle.

C. Program Compliance Monitoring and Evaluation

The Agency shall monitor and evaluate Prosecutor performance for compliance with Federal Title IV-D Program regulations and the terms of this Agreement. Performance compliance shall 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 Agency 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 00/100 DOLLARS (\$168,158.00)**. The maximum amount of costs to be reimbursed by the Agency 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 Agency and Contractor have caused this Agreement to be executed by their respective officers duly authorized to do so.

Dated at Port Huron, Michigan

this 29 day of SEPT, 19 97

Witness: Celente Fiedler

PROSECUTING ATTORNEY
(Provider)

By: Elwood L. Brown

Print Name: ELWOOD L. BROWN

Dated at _____, Michigan

this _____ day of _____, 19 _____

Witness: _____

THE COUNTY OF ST. CLAIR
(Contractor)

By: _____

Print Name: _____
Chairperson County Board of Commissioners

Dated at _____, Michigan

this _____ day of _____, 19 _____

Witness: _____

FAMILY INDEPENDENCE AGENCY

By: _____

Print Name: Marva Livingston Hammons, Director

RESOLUTION

TITLE IV-D COOPERATIVE REIMBURSEMENT CONTRACT AGREEMENT

The Prosecuting Attorney has received approval of a Title IV-D Cooperative Reimbursement Agreement with the Family Independence Agency beginning January 1, 1998 through December 31, 1998,.

BE IT RESOLVED THAT:

- 1) The Family Independence Agency Title IV-D Cooperative Reimbursement Agreement, be and hereby is approved in its entirety; and
- 2) The Chairperson of the County Board of Commissioners is hereby authorized to execute said Agreement on behalf of the County Board of Commissioners.

Date

Board of Commissioners (Signature)

Date

Clerk of the County (Signature)

St. Clair PA
Program Provider

A. CONTRACT DESCRIPTION		P74
COUNTY PROVIDER:	St. Clair PA	
FUNDING YEAR:	1998	CS/PA-98-74002
CONTRACT PERIOD:	January 1, 1998 through December 31, 1998,	
COLUMN I	COLUMN II	
B. ALLOCATION FACTORS	PROPOSED IV-D BUDGET	
1. Total FTE Positions	2.7	
a. Enforcement (FOC, COMB)		
b. Parenting Time & Custody (FOC, COMB)		
2. % of Total FTE's	11.25%	
a. Enforcement (FOC, COMB)		
b. Parenting Time & Custody (FOC, COMB)		
3. Caseload % (FOC, COMB)		
C. BUDGET CATEGORIES	PROPOSED IV-D BUDGET	
1. Personnel	\$100,500	
2. Data Processing	\$ 0	
3. Other Direct	\$43,696	
4. Central Services	\$19,962	
5. Paternity Testing (PA, COMB)	\$4,000	
6. Total Budget	\$168,158	
7. Service Fees (FOC, COMB)		
8. Mediation Fees (FOC, COMB)		
9. Other Income	\$ 0	
10. Net Budget	\$168,158	
11. County Share \$	\$41,226	
12. County Share %	24.52%	
13. State Share \$	\$126,932	
14. State Share %	75.48%	
15. County Share of #5 (PA, COMB)	\$ 981	
16. Total State Funding	\$127,913	

RESOLUTION 97-44

RELATIVE TO
"PER DIEMS" FOR BOARDS AND COMMISSIONS

WHEREAS, it is the duty of the St. Clair County Board of Commissioners annually, to determine the "Per 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 1998, 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.

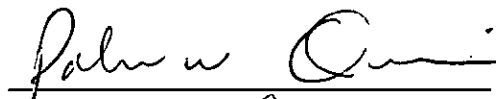
3) All resolutions and parts of resolutions in conflict with this Resolution are, to the extent of the conflict, hereby rescinded.

DATED: October 22, 1997

Reviewed and approved by:



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







RESOLUTION 97-42

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

1) That the St. Clair County Board of Commissioners, in compliance with Public Act No. 5 of 1982, as amended by Public Act No. 2 of 1986, does hereby adopt a proposed operating millage rate of 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

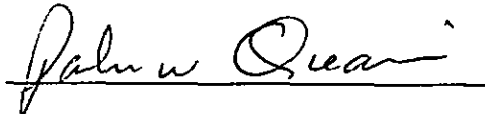
2) That the proposed rate and other required information be published at least six (6) days prior to a public hearing.

DATED: October 8, 1997

Reviewed and Approved by:



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



FILE



EQUALIZATION DEPARTMENT

County of St. Clair, Michigan

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

MEMO TO: Don Dodge, County Administrator/Controller
FROM: John A. McClellan, Acting Director Equalization Dept.
DATE: September 3, 1997
SUBJECT: "Truth in Taxation" Procedures

St. Clair County will be required to conform to the provisions of Public Act 5 of 1982 (Truth in Taxation) if it desires to restore the county's general operation millage rate to 5.3869 mills for fixed allocated, .2837 mills for the drug task force program, and .5000 mills for the senior citizens, library, and parks and recreation programs. The county can levy only .4694 of the .5000 maximum allowable mills for the senior citizens program unless the difference is approved by voters under separate ballot language. The fixed allocated and drug enforcement millages are permanently reduced due to the Headlee Amendment.

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

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

Two laws, Public Acts 106 and 107 of 1985, provide for all counties to receive state-returned revenue from hotel and liquor taxes and Public Act 2 of 1986 requires that the returned revenue be considered as "property tax" revenue, thereby triggering the provisions of Public Act 5. The returned revenue has been estimated by the Michigan Department of Treasury at \$470,950. \$3,262 must be added to the estimated revenue since that figure is the difference between the estimated prior year distribution and the actual prior year distribution of tax revenue. Therefore the amount of the convention facility/liquor tax distribution to be used to reduce the St. Clair County base tax rate for the 1997 Truth-in-Taxation hearing purposes is \$474,212.

Under Public Act 264 of 1987, counties share in the recent \$.04/pack cigarette tax increase. The estimated amount of this distribution to St. Clair County in 1998 is \$103,121. \$10,570 must be added to the estimated revenue since that figure is the difference between the estimated prior year distribution and the actual prior year distribution of tax revenue. Therefore the amount of the cigarette tax distribution to be used to reduce the county base tax rate for the 1997 Truth in Taxation hearing purposes is \$113,691.

The total amount St. Clair County must use to reduce its base tax rate for 1997 Truth-in-Taxation hearing purposes is \$587,903. This total amount would require a roll back of about 30 cents.

A Government of Service



Memo: September 3, 1997

The county must either: (1) reduce (roll back) its millage rates by the amount of the returned revenue, or (2) use half of the returned convention tax facilities revenue for general operation purposes and half for substance abuse programs and also allocate the cigarette tax revenue in accordance with the 11/17, 5/17, 1/17 purposes as described in the following pages. If the county elects to choose the second option, then the county must comply with the 3 steps of the "Truth in Taxation" laws. The county would have to go through that procedure this year anyway if it desired to return to the maximum allowable rate previously reduced by the Headlee Amendment regardless of which state-returned revenue option it selects, because there is a millage rollback (about 16 cents) caused by an increase in last year's valuation over inflation.

Enclosed for your information is:

- A. Information regarding the use of convention facilities and cigarette tax revenues.
- B. A worksheet used by me to determine county operating levies and revenues for 1997.
- C. A sample "Notice" which I believe meets all the requirements for publication.
- D. A copy of form L-4029 Millage Request Report to County Board of Commissioners.

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

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

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

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

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

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

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

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

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

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

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

ST. CLAIR COUNTY OPERATING LEVY CALCULATIONS
 Section 211.24e - Truth in Taxation
 1997 Levy

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

Convention Facility Tax Revenue:	<u>\$ 474,212</u>
Cigarette Tax Revenue:	<u>\$ 113,691</u>
1996 TAXABLE:	<u>\$ 3,678,083,276</u>
1996 TAXABLE LOSSES:	<u>\$ 68,870,719</u>
1997 TAXABLE ADDITIONS:	<u>\$ 153,073,537</u>
1997 TAXABLE:	<u>\$ 3,844,361,916</u>
1996 Operating Rate:	<u>7.1400</u> Mills
1997 Maximum Authorized Rate:	<u>7.5700</u> Mills
1997 Maximum Allowable Rate:	<u>7.1706</u> Mills (Sec. 211.34d)

BASE TAX RATE - 1997

7.1400 Mills X $(\frac{\$ 3,678,083,276 - \$ 68,870,719}{\$ 3,844,361,916 - \$ 157,073,537}) = 6.9886$ Base Tax Rate

REVENUE AVAILABLE WITHOUT HEARING:

1997 TAX	<u>\$ 3,844,361,916</u> X <u>6.9886</u>	=	<u>\$ 26,866,708</u>
Less: Convention Facility Tax Revenue			<u>\$ 474,212</u>
Cigarette Tax Revenue			<u>\$ 113,691</u>
Net Allowable Revenue from Property Taxes Without Hearing			<u>\$ 26,278,805</u>
Allowable Revenue	<u>\$ 26,278,805</u>	=	6.8357 Adjusted Base Tax Rate
1997 TAXABLE	<u>\$ 3,844,361,916</u>		

REVENUE AVAILABLE WITH HEARING:

Adjusted Base Tax Rate:	<u>6.8357</u>
Maximum Allowable Rate - 1997	<u>7.1706</u>
Rate Levied - 1997	<u>7.1400</u>
Allowable Revenue from Property Tax with a Hearing	<u>\$ 27,448,744</u>

Truth in Taxation hearing held to increase rate allowed.

6.8357 to 7.1400 maximum rate or .3043 increase or 4.45 % increase.

Computations

Given: 1997 TAXABLE: \$ 3,844,361,916
County Maximum Operating Rate: 7.5700 Mills
Estimated Convention Facility Tax Revenue: \$ 474,212
Estimated Cigarette Tax Revenue: \$ 113,691
Current Year Base Tax Rate: 6.9886 Mills
Prior Year Operating Rate: 7.1400 Mills
Current Year Maximum Allowable Rate: 7.1706 Mills (1)

Step 1. \$ 3,844,361,916 X 7.1400 (1997 Operating Rate) = \$ 27,448,744
Step 2. \$ 27,448,744 Plus \$ 474,212 Plus \$ 113,691 = \$ 28,036,647
Step 3. \$ 3,844,361,916 X 7.1400 (1997 Operating Rate) = \$ 27,448,744
Step 4. \$ 28,036,647 Minus \$ 27,448,744 = \$ 587,903
Step 5. Convention Facility Tax Revenue = \$ 474,212
50% of Convention Facility Tax Revenue = \$ 237,106

The lessor of the amounts in Step 5 or \$ 237,106 is to be appropriated for substance abuse programs.

Cigarette Tax Revenue = \$ 113,691
11/17 of this amount is to be appropriated for public health prevention programs and services = \$ 73,565
5/17 of this amount is to be appropriated for county jail or juvenile facilities, or for court operations = \$ 33,438
1/17 of this amount is to be appropriated for other county revenues budgeted by the Board of Commissioners = \$ 6,688

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

TRUTH IN TAXATION NOTICE

INSTRUCTIONS TO LOCAL GOVERNMENTS

This notice is not required if the local taxing unit complies with section 16 of the Uniform Budgeting and Accounting Act, P.A. 2 of 1968, being section 141.436 of the Michigan Compiled Laws. If a local taxing unit does not comply with section 16 of the Uniform Budgeting and Accounting Act, the following instructions still apply.

Section 211.24e MCL requires that notice of public hearing be published by a local taxing unit which proposes to increase operating tax levies over the maximum amount allowed to be levied without a hearing. Notice may be published alone or included with the notice of public hearing on a unit's budget held pursuant to Section 141.412 MCL. The model notice at right fulfills the requirements under Section 211.24e MCL. It can be completed with all the information provided for, detached from these instructions and provided to the appropriate newspaper for publication.

Other pertinent information can be included in the notice. This sample notice form meets minimum legal requirements.

In addition to publishing requirements, the notice must be posted at the principal office of the taxing unit.

The notice must be published in a newspaper of general circulation in the taxing unit. Publication must occur six or more days before the public hearing.

The proposed additional millage rate must be established by a resolution adopted by the governing body of the taxing unit before it conducts the public hearing.

Not more than ten days after public hearing, a taxing unit may approve the levy of an additional millage rate equal to or less than the proposed additional millage rate that was published and on which a public hearing has been held.

INSTRUCTIONS TO NEWSPAPERS

The following notice is required by Section 211.24e MCL which provides:

1. The body of the notice must be set in 12 point type or larger.
2. The headline "Notice of Public Hearing on Increasing Property Taxes" must be set in 18 point type or larger.
3. The notice cannot be smaller than 8 column inches by 4 horizontal inches.
4. The notice cannot be placed in the portion of the newspaper reserved for legal notices or classified advertising.

Notice of Public Hearing on Increasing Property Taxes

The _____
name of governing body

of the _____
name of taxing unit

will hold a public hearing on a proposed increase
of _____ mills in the operating tax millage rate
rate

to be levied in _____
year

The hearing will be held on _____,
day

_____ at _____
date time a.m. / p.m.

_____ at _____
place - address

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

If adopted, the proposed additional millage will increase operating revenues from ad valorem property taxes _____ % 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 _____ % over the preceding year's operating revenue.

The taxing unit publishing this notice, and identified below, has complete authority to establish the number of mills to be levied from within its authorized millage rate.
This notice is published by:

_____ name of taxing unit

_____ address

_____ address

_____ telephone

1997 TAX RATE REQUEST (This form must be completed and submitted on or before September 30, 1997)
MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

County	1997 Taxable Value of ALL Properties in the Unit as of 5-27-97
St. Clair Local Government Unit	\$3,844,361,916
St. Clair County	For LOCAL School Districts: 1997 Taxable Value of Non-Homestead and Non-Qualified Agricultural Properties if a millage is Levied Against Them.

PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE CAREFULLY.

You must complete this form for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 1997 tax roll.

(1)	(2)	(3)	(4)	(5)**	(6)	(7)	(8)	(9)	(10)	(11)	(12)
Source	Purpose of Millage	Date of Election	Millage Authorized by Election, Charter, etc.	1996 Millage Rate Permanently Reduced by MCL 211.34d	1997 Current Year Millage Reduction Fraction	1997 Millage Rate Permanently Reduced by MCL 211.34d	Sec. 211.34 Millage Rollback Fraction	Maximum Allowable Millage Levy*	Millage Requested to be Levied July 1	Millage Requested to be Levied Dec. 1	Expiration Date of Millage Authorized
Fixed											
Allocated	Operating	11-7-78	5.7700	5.3869	1.0000	5.3869	1.0000	5.3869		5.3869	None
Extra	Drug										
Voted	Enf.	8-6-96	.3000	.2837	1.0000	.2837	1.0000	.2837		.2837	Aug. 2000
Extra											
Voted	Sr. Cit.	8-2-94	.5000	.5000	1.0000	.5000	1.0000	.5000		.4694	Aug. 1998
Extra											
Voted	Library	8-2-94	.5000	.5000	1.0000	.5000	1.0000	.5000		.5000	Aug. 1998
Extra	Parks,										
Voted	Rec.	8-2-94	.5000	.5000	1.0000	.5000	1.0000	.5000		.5000	Aug. 1999

Prepared by	Telephone Number	Title of Preparer	Date
John A. McClellan	810-985-2165	Acting Equalization Director	July 14, 1997

As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.121(3).

<input checked="" type="checkbox"/> Clerk	Signature	Type Name	Date
<input type="checkbox"/> Secretary	<i>Marilyn Dunn</i>	Marilyn Dunn	July 14, 1997
<input checked="" type="checkbox"/> Chairperson	Signature	Type Name	Date
<input type="checkbox"/> President	<i>Judith Keegan</i>	Judith Keegan	July 21, 1997

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

**** IMPORTANT:** See instructions on the reverse side regarding where to find the millage rate used in column (5)

STATE OF MICHIGAN



JOHN ENGLER, Governor

DEPARTMENT OF TREASURY

DOUGLAS B. ROBERTS, State Treasurer

STATE TAX COMMISSION

4th Floor Treasury Building

Lansing, Michigan 48922 - Telephone (517) 373-0500

COMMISSION MEMBERS

Mark A. Hilpert, Chairperson

Lesley F. Holt

Leroy J. Nelson

Roland C. Anderson, Secretary

DATE: August 20, 1997

TO: Assessors and Equalization Directors

FROM: Mark A. Hilpert, Chair
State Tax Commission

SUBJECT: Personal Property Appeals

As most of you know, there has been a significant increase in the number of personal property appeals filed this year at the Michigan Tax Tribunal (MTT). There appears to be two key reasons why this has happened. First, taxpayers are anticipating a possible change in the State Tax Commission (STC) multipliers and want to preserve their appeal rights for 1997 by filing "protective" appeals. Second, the large utility companies in the state have appealed in many of the jurisdictions in which they do business. The utility company appeals are possibly based on the results of an appraisal study recently sponsored by the utility industry.

I have been advised that the MTT is still sorting through this year's appeals and has yet to issue any general policy regarding their plan to dispose of these cases. However, the STC will request that the MTT place the utility related cases in abeyance pending completion of a comprehensive study of the STC personal property multipliers. (The study and the tables which result from the study will not be completed until sometime in mid-1998.) The STC will also request that it be made a party of interest in those cases.

Whether the MTT makes the STC a party to the utility cases or not, it is critically important that the local assessing unit properly respond to petitions and other correspondence from the Tribunal. Failure to do so could lead to a default situation. Additionally, a certified assessor who does not respond to an appellant's petition before the MTT is advised that the State Assessor's Board rule 221.447 provides that the board shall proceed under section 24.291 and 24.292 of the Michigan Compiled Laws (MCL) when a certified assessor willfully fails to respond to an appellant's petition before the MTT. MCL 24.291 and 24.292 provide for proceedings to suspend, revoke, and/or cancel a license.

RECEIVED SCED

AUG 28 1997



Assessors and Equalization Directors

Page Two

August 14, 1997

With respect to non-utility cases, they may or may not be held in abeyance by the MTT until the study is complete. From a docket management standpoint, the MTT may wish to grant requests to hold a case in abeyance and wait for the study to be completed if they believe that this course of action will ultimately lead to settlement of the case. As a general rule, the STC will not seek to become involved in these cases. As an aside, the MTT has requested that the parties refrain from phoning them to ask how the cases will be handled. The parties will be notified when a decision is reached.

Depending on the results of the STC study, there is a chance that the STC will recommend settlement of the utility cases based on the new tables. Since the study will not be complete until mid 1998, there is likely to be two years of outstanding appeals to be resolved at that time. If your local unit has a significant number of personal property cases that are ultimately held in abeyance, you may wish to develop a budget reserve, or at least bring this situation to the attention of the budget officer within your assessment jurisdiction.

Thank you for your attention.

RESOLUTION 97-43

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

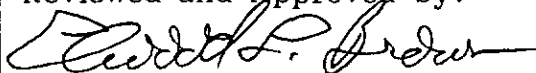
WHEREAS, in the opinion of this Board of Commissioners, the accounting costs incidental to the distribution of interest would likely surpass the amount of interest; and

WHEREAS, this Board is not required to, but may, in its discretion, waive receipt of interest amounts attributed to collected taxes for the year 1996.

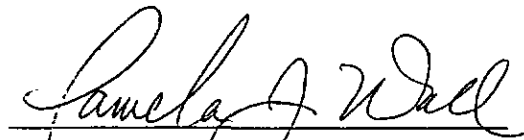
NOW, THEREFORE, BE IT RESOLVED, that the payment of any interest which may be due and owing to the County from the 1997 Tax collections, is hereby waived.

DATED: October 8, 1997

Reviewed and Approved by:



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







RESOLUTION IN OPPOSITION TO THE MICH. STATE LEGISLATURE'S
PREEMPTION OF LOCAL ORDINANCES ON THE
SALE AND LICENSURE OF TOBACCO PRODUCTS

WHEREAS, the detrimental health effects of cigarette smoking have been well documented by a variety of credible and recognized scientific and medical bodies including the Surgeon General, the Food and Drug Administration, the National Institutes of Health, the Environmental Protection Agency, the Institute of Medicine, the U.S. Centers for Disease Control and Prevention, and the World Health Organization, and

WHEREAS, cigarettes contain nicotine, an addictive substance, and at least 100,000 Michigan children, under the age of 18 years, begin smoking every year, and

WHEREAS, Michigan's Youth Tobacco Act of 1988 was passed precisely to limit children's access to cigarettes and reduce their chances of becoming addicted, and the Act provided no monetary appropriation for enforcement and is thus rarely, or never, enforced; and

WHEREAS, the Constitution of the State of Michigan, Article VII, Sections 22 and 34, confer upon local governmental entities the right to pass ordinances which they deem to be in their and their residents' best interests, and in accordance with the Constitution of the State of Michigan, local government entities have found it necessary to pass local ordinances more stringent than the Youth Tobacco Act to further reduce children's access to tobacco in their communities; and

WHEREAS, the school finance reform package passed in December 1993 by the Michigan State Legislature prohibits local governmental entities from passing any additional local ordinances restricting tobacco use by children in their communities which are more restrictive than current state law.

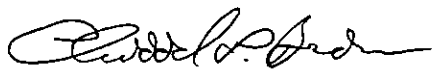
NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners affirms that it is opposed to the principle and practice of of local preemption of tobacco-control ordinances; and

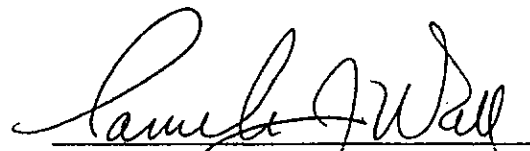

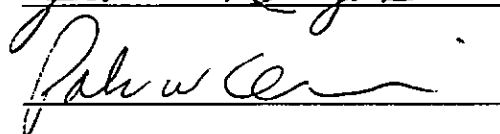
BE IT FURTHER RESOLVED, that the St. Clair County Board of Commissioners affirms that it is opposed to the preemption of St. Clair County's ability to pass local ordinances restricting children's access to tobacco in St. Clair County; and

BE IT FURTHER RESOLVED, that the St. Clair County Board of Commissioners seeks a repeal of local tobacco preemption by the Michigan State Legislature through all legitimate public and political channels.

DATED: September 24, 1997

Reviewed and Approved by:


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

RESOLUTION 97-40

CONCURRENT RESOLUTIONS BY THE
BOARD OF COMMISSIONERS OF THE COUNTY OF ST. CLAIR AND THE
BOARD OF COMMISSIONERS OF THE BLUE WATER AREA TRANSPORTATION
COMMISSION

RESOLVED, that the Board of Commissioners of the County of St. Clair and the Board of Commissioners of the Blue Water Area Transportation Commission hereby concurrently adopt this Resolution and approve the attached St. Clair County/Blue Water Area Transportation Agreement respecting public transportation system in St. Clair County; and

BE IT FURTHER RESOLVED, that Donald Dodge, St. Clair County Administrator/Controller is hereby authorized to execute and deliver said Agreement on behalf of St. Clair County and James Wilson, Transit Manager for Blue Water Area Transportation Commission, is hereby authorized to execute and deliver said Agreement on behalf of Blue Water Area Transportation Commission; and

BE IT FURTHER RESOLVED, that Messrs. Dodge and Wilson are further authorized to immediately deliver copies of the executed Agreement to the Secretary of State of the State of Michigan and to the Michigan Public Service Commission.

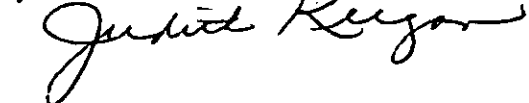
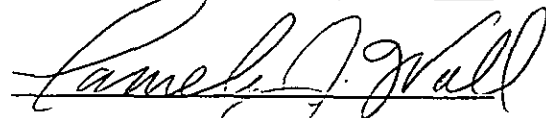
These Concurrent Resolutions are agreed to be effectively adopted on the date of adoption by the last entity to adopt said Resolution to wit, the adoption by the Board of Commissioners by the County of St. Clair on September 10, 1997.

DATED: September 10, 1997

Reviewed and Approved by:



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



**ST. CLAIR COUNTY BOARD OF COMMISSIONERS / BLUE WATER AREA
TRANSPORTATION COMMISSION AGREEMENT RESPECTING PUBLIC
TRANSPORTATION SERVICES IN ST. CLAIR COUNTY**

THIS AGREEMENT (The "AGREEMENT") is entered into this 10th day of September, 1997 by and between the Board of Commissioners of the County of St. Clair ("ST. CLAIR COUNTY") and Blue Water Area Transportation Commission ("BWATC").

WHEREAS, ST. CLAIR COUNTY is interested in facilitating efficient public transportation services throughout St. Clair County; and

WHEREAS, BWATC currently provides public transportation services in the Charter Township of Fort Gratiot, the City of Port Huron, and further provides public transportation services by contract with the Charter Township of Port Huron and Burtchville Township; and

WHEREAS BWATC is an "Eligible Authority" as defined in *Act 51 of the Public Acts of 1951* ("ACT 51") to receive State of Michigan financing for public transportation through the Michigan Department of Transportation ("MDOT") and may contract with agencies who currently deliver public transportation in St. Clair County including The ARC ("THE ARC"), which provides transportation for persons in St. Clair County with developmental disabilities, and St. Clair County Community Mental Health Services ("MENTAL HEALTH"), a Michigan non-profit corporation, which provides public transportation services for persons in St. Clair County within the mental health network and the Economic Opportunity Committee of St. Clair County, Inc. ("EOC"), a Michigan non-profit corporation, which furnishes public transportation services for pre-school children in St. Clair County; and

WHEREAS, BLUE WATER, THE ARC, MENTAL HEALTH and EOC have reached agreements in principle for BWATC to act as the recipient of public transportation funds through ACT 51 and contract with THE ARC, MENTAL HEALTH and EOC to provide such public transportation services in St. Clair County in a manner similar to which they are currently providing, up to the amount of funding provided to BWATC under ACT 51 through MDOT; and

WHEREAS, BWATC applied for such transportation funds on January 24, 1997 and expects probable receipt of such funds during the fiscal year of October 1, 1997 through September 30, 1998 pursuant to ACT 51; and

WHEREAS, MDOT requires that BWATC and ST. CLAIR COUNTY enter into an agreement (the "Agreement") in the manner and form of this AGREEMENT, approving BWATC receiving public transportation funds under ACT 51 in support of transportation services for St. Clair County with BWATC entering into contracts with THE ARC, MENTAL HEALTH and EOC to provide the respective public transportation services in St. Clair County, with funding ACT 51 and through MDOT up to the amount of said funding provided to BWATC.

NOW THEREFORE, in consideration of providing public transportation needs and the mutual undertakings between the parties hereto, it is agreed as follows:

(1) That ST. CLAIR COUNTY and BWATC approve of BWATC's application for and receipt of public transportation funds under ACT 51 and BWATC's contracting with such agencies as THE ARC, MENTAL HEALTH and EOC for delivery of such public transportation services throughout St. Clair County.

(2) That the contracts between BWATC and THE ARC and/or MENTAL HEALTH and/or EOC, have insurance coverage for their own employees and equipment and general liability insurance and motor vehicle liability insurance coverages for any actions against said entities, their employees and agents, arising out of the delivery of such public transportation services, with limits of liability acceptable to ST. CLAIR COUNTY and BWATC all at the expense of THE ARC, MENTAL HEALTH and for EOC and that said insurance policies endorse ST. CLAIR COUNTY and BWATC as additional insureds on such policies and provide ST. CLAIR COUNTY and BWATC with certificates of such insurance with the additional requirement that said policies will not be canceled or modified without thirty (30) days prior written notice to ST. CLAIR COUNTY and BWATC.

(3) It is agreed that this AGREEMENT shall not affect any existing employees of ST. CLAIR COUNTY and/or BWATC and none of said employees will be transferred, reassigned or otherwise affected by this AGREEMENT.

(4) This AGREEMENT will not involve the transfer of any functions or responsibilities between ST. CLAIR COUNTY and BWATC.

(5) No real property, facilities, equipment or other personal property will be transferred, sold or otherwise disposed of between ST. CLAIR COUNTY and BWATC as a result of this AGREEMENT.

(6) The financing of the public transportation services referenced in this AGREEMENT are limited to and conditioned upon the receipt of public transportation revenues through MDOT and pursuant to ACT 51 and no other financing is involved.

(7) ST. CLAIR COUNTY and BWATC agrees to work cooperatively with each other and with the other agencies referred herein: THE ARC, MENTAL HEALTH and EOC, to provide public transportation services in the St. Clair County area.

(8) Each party hereto, agrees to indemnify, save and hold harmless the other party from all matters arising out of their respective undertakings under this AGREEMENT.

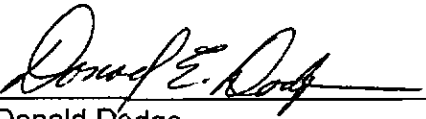
(9) This AGREEMENT shall have an effective commencement date of October 1, 1997 and continue through September 30, 1998; and shall continue on a year to year basis thereafter unless either party hereto gives the other party at least thirty (30) days written notice of termination prior to September 30, 1998 or thirty (30) days prior to September 30th of any extended year of this AGREEMENT. Further, this AGREEMENT may be terminated at any time by joint action of all parties hereto.

(10) This AGREEMENT shall be approved by the Concurrent Resolutions of the St. Clair County Board of Commissioners and the Board of Commissioners of Blue Water Area Transportation Commission.

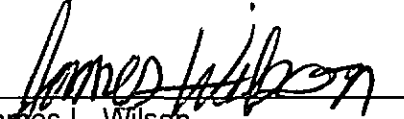
(11) Immediately following the execution of this AGREEMENT, copies hereof shall be filed with the Secretary of State of the State of Michigan and the Michigan Department of Transportation.

This AGREEMENT is made and entered into as of September 10, 1997, the date of the approval of same by the St. Clair County Board of Commissioners, the Board of Commissioners of Blue Water Area Transportation Commission having previously adopted the Resolution on September 8, 1997, but with an effective date of the commencement of the AGREEMENT agreed to be October 1, 1997.

The Board of Commissioners
of St. Clair County

By: 
Donald Dodge,
County Administrator

Blue Water Area
Transportation Commission

By: 
James L. Wilson,
Transit Manager

**CONCURRENT RESOLUTIONS BY THE
BOARD OF COMMISSIONERS OF THE COUNTY OF ST. CLAIR AND THE
BOARD OF COMMISSIONERS OF BLUE WATER AREA TRANSPORTATION COMMISSION**

RESOLVED that the Board of Commissioners of the County of St. Clair and the Board of Commissioners of the Blue Water Area Transportation Commission hereby concurrently adopt this Resolution and approve of the attached St. Clair County/Blue Water Area Transportation Agreement respecting public transportation system in St. Clair County and;

BE IT FURTHER RESOLVED, that Donald Dodge, St. Clair County Administrator is hereby authorized to execute and deliver said Agreement on behalf of St. Clair County and James L. Wilson, Transit Manager for Blue Water Area Transportation Commission, is hereby authorized to execute and deliver said Agreement on behalf of Blue Water Area Transportation Commission; and

BE IT FURTHER RESOLVED, that Messrs. Dodge and Wilson are further authorized to immediately deliver copies of the executed Agreement to the Secretary of State of the State of Michigan and to the Michigan Public Service Commission.

These Concurrent Resolutions are agreed to be effectively adopted on the date of the adoption by the last entity to adopt said Resolution to wit, the adoption by the Board of Commissioners by the County of St. Clair on September 10, 1997.

CERTIFICATION

The undersigned, James L. Wilson, Secretary to the Blue Water Area Transportation Commission, hereby certifies that the above Resolution was unanimously adopted by all of the Blue Water Area Transportation Commission Commissioners, at a duly called meeting of Blue Water Area Transportation Commission on September 8, 1997 at 10:00 a.m., at the offices located at 2021 Cleveland Avenue, Port Huron, MI 48060 and, further, that said Resolution has not been amended or modified and remains in full force and effect.

Dated: September 8, 1997

By: 
James L. Wilson, Secretary
Blue Water Area Transportation Commission



Blue Water Area Transportation Commission

APPLICATION FOR TRANSPORTATION FUNDS FOR ST. CLAIR COUNTY

Community Mental Health, the ARC and the Economic Opportunity Committee all operate county wide transportation services for their clients in St. Clair County. The combined annual budget for these three (3) transportation programs is about \$1.15 million. Currently, these programs do not receive any State Transportation funds. In many other counties, these types of transportation programs do receive State Transportation funds.

The Blue Water Area Transportation Commission (BWATC) has applied for State Transportation funds on behalf of these three (3) agencies. Based on legislation passed in July, 1997, it appears likely that BWATC can secure State Transportation funds for up to 60% of the eligible expenses of these three (3) transportation programs in 1998. In order to do so, however, the St. Clair County Board of Commissioners must first pass a resolution authorizing the Blue Water Area Transportation Commission to provide public transportation service in the entire county.

To accomplish this, BWATC would like a resolution from the governing board of each agency (EOC, CMH and the ARC) recommending that the County Commission pass the necessary resolution.

LAW OFFICES
BEAUCHAMP, KELLY, WHIPPLE, ZICK & KEYES
PROFESSIONAL LIMITED LIABILITY COMPANY
627 FORT STREET
PORT HURON, MICHIGAN 48060-3904

NORMAN D. BEAUCHAMP
CHARLES G. KELLY
DAVID C. WHIPPLE
KEITH D. ZICK
DAVID A. KEYES
MICHAEL L. HULEWICZ

TELEPHONE (810) 987-4111
FACSIMILE (810) 987-8763

C. PATRICK O'SULLIVAN
OF COUNSEL

September 3, 1997

PERSONAL & CONFIDENTIAL

Mr. James Wilson, Transit Manager
BLUE WATER AREA TRANSPORTATION COMMISSION
2021 Cleveland
Port Huron, MI 48060

Re: Public Transportation Matters

Dear Jim:

We enclose a draft of an Agreement between St. Clair County and Blue Water Area Transportation Commission, together with the form of a Concurrent Resolution for consideration by the Board of Commissioners of St. Clair County and the Board of Commissioners of Blue Water Area Transportation Commission.

It should be explained to Don Dodge that you and I both agree that a formal Agreement between St. Clair County and Blue water Area Transportation Commission patterned after agreements under *Act 8 of the Public Acts of 1967*, entitled: Intergovernmental Transfers of Functions and Responsibilities does not seem appropriate. The main reason for this is that no "county-wide" commission has been established in St. Clair County of county-wide transportation services and, accordingly, there is no overlap of public transportation services between St. Clair County and BWATC and, further, no transfer of functions or responsibilities for county-wide transportation services is actually needed under the *Public Acts of 1967*.

However, since the Michigan Public Service Commission has twice stated that they require an "agreement" between St. Clair County and Blue Water Area Transportation Commission, generally patterned along the lines of agreements of *Act 8 of the Public Acts of 1967*, we have determined, as a practical matter, to "not further argue with them" and simply have such an innocuous "agreement" adopted by the two (2) parties.

In drafting the Agreement between St. Clair County and Blue Water Area Transportation Commission, we have attempted to address most of the items set forth in the checklist entitled "Items for Act 8 Interlocal Agreements, May 1, 1992" furnished to you by MDOT.

Mr. James Wilson

BLUE WATER AREA TRANSPORTATION COMMISSION

September 3, 1997

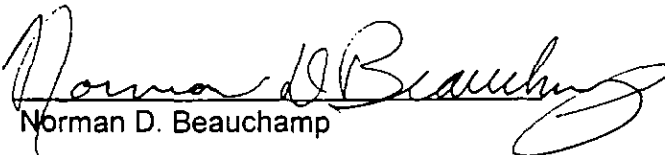
Page 2

Since MDOT twice refused our request that St. Clair County simply adopt a Resolution of support for this funding we believe this form of "Agreement" should be acceptable. It does not obligate St. Clair County to any financial undertakings on the one hand, and it facilitates BWATC becoming a conduit to bring more public funds into the county for county-wide public transportation services, on the other hand.

Please advise if we can be of further service on this matter.

Sincerely,

BEAUCHAMP, KELLY, WHIPPLE,
ZICK & KEYES P.L.L.C.

By 
Norman D. Beauchamp

NDB/mb

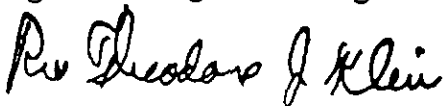
Encl.

C:\CORP\BWATC\WILSON LTR OF EXP -090397

**The Arc of St. Clair County
Resolution
In Support of The St. Clair Commissioner
Authorizing BWAT to Provide Services
for
The Entire County**

1. Whereas, The Arc of St. Clair County is and has been for many years an important provider of transportation services for persons with disability, and
2. Whereas, The Arc has been unable to garner adequate funding to provide these transportation services, and
3. Whereas, The Arc has therefore redirected significant resources toward increasing need and demand for these services from All Areas Of The County, and
4. Whereas, The Arc has a contractual relationship with Blue Water Area Transportation to assist The Arc in *limited areas* of the county, and
5. Whereas, The BWAT is the designated recipient of state transportation funds in St. Clair County, and
6. Whereas, The BWAT is in the process of applying to the state of Michigan for additional transportation funds to support The Arc's transportation services for persons with disabilities residing in all areas of the county, and
7. Whereas, it appears that such funding is forthcoming for the new fiscal year, and
8. Whereas, it is necessary for The St. Clair County Commissioners to pass a resolution authorizing and designating the BWAT as the provider of transportation for the ENTIRE County in order for the state funding to flow to BWAT, to Community Mental Health, and to The Arc;
9. Be it resolved that The Arc Board of Directors encourage and support a resolution by the County Commissions to so authorize and designate the BWAT as the provider of public transportation for the entire county.

This resolution was proposed and adopted by The Arc of St. Clair County Board of Directors at its regular meeting held on August 26, 1997.




Rev. Theodore Klein
Board President

ST. CLAIR COUNTY COMMUNITY MENTAL HEALTH SERVICES PROGRAM
RESOLUTION

*In Support of the St. Clair County Board of Commissioners
Authorizing BWATC to Provide Public Transportation Services
in St. Clair County*

1. WHEREAS, the St. Clair County Community Mental Health Services Program is and has been for many years an important provider of transportation services for persons with developmental disabilities or mental illness; and
2. WHEREAS, the St. Clair County Community Mental Health Services Program provides or purchases transportation services through local agencies such as The Arc of St. Clair County, Blue Lake Residential Care Corporation, Blue Water Developmental Housing, Goodwill Industries, and local programs such as Huron Adult Day Treatment and Lakeshore Adult Day Treatment for persons with developmental disabilities or mental illness; and
3. WHEREAS, the St. Clair County Community Mental Health Services Program has been unable to garner adequate funding to provide these transportation services; and
4. WHEREAS, the St. Clair County Community Mental Health Services Program has therefore redirected significant resources toward the increasing need and demand for these services from all areas of the county; and
5. WHEREAS, the BWATC is the designated recipient of state transportation funds in St. Clair County; and
6. WHEREAS, the BWATC is in the process of applying to the State of Michigan for additional transportation funds to support the St. Clair County Community Mental Health Services Program's transportation services for persons with developmental disabilities or mental illness residing in all areas of the county; and
7. WHEREAS, it appears likely that such funding may be forthcoming for FY 98; and
8. WHEREAS, the BWATC agrees to provide directly to the CMHSP any state funds received, and not provide any of these state funds directly to any of the CMHSPs funded sub-contracted transportation services; and
9. WHEREAS, it is necessary for the St. Clair County Board of Commissioners to pass a resolution authorizing the BWATC as a provider of public transportation in St. Clair County in order for the state funding to flow to BWATC and then to St. Clair County Community Mental Health Services Program; and
10. BE IT RESOLVED that St. Clair County Community Mental Health Services Program Board of Directors encourages and supports a resolution by the St. Clair County Board of Commissioners to so authorize the BWATC as a provider of public transportation in St. Clair County.

This resolution was proposed and adopted by St. Clair County Community Mental Health Services Program Board of Directors at its regular meeting held on Tuesday, September 2, 1997.

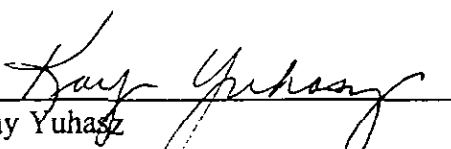


Charles R. Kempf/Chairman


**THE ECONOMIC OPPORTUNITY COMMITTEE
OF ST. CLAIR COUNTY, INC.
RESOLUTION
IN SUPPORT OF THE ST. CLAIR COUNTY BOARD OF COMMISSIONERS
AUTHORIZING BWATC TO PROVIDE PUBLIC TRANSPORTATION
SERVICES
IN
ST. CLAIR COUNTY**

1. Whereas, Economic Opportunity Committee of St. Clair County is and has been for many years an important provider of transportation services for preschool children, and
2. Whereas, Economic Opportunity Committee has been unable to garner adequate funding to provide these transportation services, and
3. Whereas, Economic Opportunity Committee has therefore redirected significant resources toward increasing need and demand for these services from All Areas Of The County, and
4. Whereas, The BWATC is the designated recipient of state transportation funds in St. Clair County, and
5. Whereas, The BWATC is in the process of applying to the State of Michigan for additional transportation funds to support Economic Opportunity Committee's transportation services for preschool children residing in all areas of the county, and
6. Whereas, it appears likely that such funding may be forthcoming for the new fiscal year, and
7. Whereas, it is necessary for The St. Clair County Commissioners to pass a resolution authorizing the BWATC as a provider of public transportation in St. Clair County in order for the State funding to flow to BWATC to Community Mental Health, The Arc, and Economic Opportunity Committee,
8. Be it resolved that Economic Opportunity Committee Board of Directors encourage and support a resolution by the St. Clair Board of Commissioners to so authorize the BWATC as a provider of public transportation in St. Clair County.

This resolution was proposed and adopted by Economic Opportunity Committee of St. Clair County, Board of Directors at its regular meeting held on August 26, 1997.



Kay Yuhasz
Board President



Gail Nawrock
Board Secretary

RESOLUTION 97-39

CONFIRMING ROAD COMMISSION CONTRACT
WITH CERTIFIED PUBLIC ACCOUNTANTS

WHEREAS, under date of August 5, 1997, as a requirement of the State of Michigan Public Act 199, 1975, the St. Clair County Road Commission resolved to contract with the certified public accounting firm of Stewart, Beauvais & Whipple, for the purpose of auditing the books of the St. Clair County Road Commission, and the St. Clair County Department of Public Works, for the year ending December 31, 1997, at a total cost of \$11,920, copies of said resolution and contract be attached hereto and made a part hereof by reference - Exhibit "A"; and

WHEREAS, by Resolution No. 97-30 dated August 5, 1977, the Board of County Road Commissioners recommended this Contract to the St. Clair County Board of Commissioners for their confirmation.



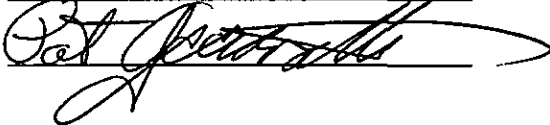
NOW, THEREFORE, BE IT RESOLVED, that the Resolution of the St. Clair County Road Commission adopted August 5, 1997 authorizing the contract for the Audit of the Road Commission by the firm of Stewart, Beauvais & Whipple, may be and the same is hereby affirmed, and the Road Commission is requested to have the firm of Stewart, Beauvais & Whipple transmit a copy of the said audit to this Board, to the County Treasurer and to the State Treasurer as required by law, with the cost of such audit being paid by the funds of the Road Commission and D.P.W.

DATED: August 27, 1997

Reviewed and Approved by:



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

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

PERFORMANCE OF AUDIT

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

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

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

NOW, THEREFORE, BE IT RESOLVED, That the Board of County Road Commissioners of the County of St. Clair enter into a contract with Stewart, Beauvais & Whipple, Certified Public Accountants, to perform an annual audit for the fiscal year ending December 31, 1997, and the Secretary be authorized to sign the contract; and

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

AYES: Commissioner McCormick
Commissioner Hool
Commissioner LaLonde

NAYS: 0

* * * * *

I hereby certify that the foregoing is a true and correct copy of a portion of the minutes of a rescheduled meeting of the Board of County Road Commissioners of the County of St. Clair held on Tuesday, August 5, 1997 at 10:46 a.m. in the St. Clair County Road Commission's Central Service Center, 21 Airport Drive, St. Clair, Michigan.



Janet C. Kitamura, Secretary

EXHIBIT "A"

ST. CLAIR COUNTY, MICHIGAN

AUDIT CONTRACT

Stewart, Beauvais & Whipple, P.C., Certified Public Accountants, registered to practice in the State of Michigan, (hereinafter referred to as Certified Public Accountant), and the Board of County Road Commissioners, Airport Commission and the Board of Public Works of the County of St. Clair, State of Michigan, contract on this _____ day of _____, 1997 as follows:

1. For the year ending December 31, 1997, the Certified Public Accountant shall conduct an examination of the financial records, accounts and procedures of the following funds and operations of the:

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

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

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

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

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

6. The Commissioners agree that the working papers of the Certified Public Accountant will be made available to the authorized representative of the State Treasurer upon formal request by the State Treasurer or his Deputy.

7. The Certified Public Accountant is authorized to immediately disclose any and all findings of suspected fraud and/or embezzlement to the Deputy State Treasurer in charge of the Local Audit Division of the State Department of Treasury although the ordinary examination is not specifically designed to detect fraud or other defalcations.

8. The Certified Public Accountant shall be paid his normal hourly rates in effect at the time of the audit, based on the hours actually worked on the audit, plus out-of-pocket expenses. For the year ending December 31, 1997 the price will not exceed:

	Road	Airport	DPW	Total
1997 -	\$5,950	\$1,500	\$5,970	\$13,420

9. It is understood and agreed that the provisions in the "Request for Proposal for an Annual Audit for 1994, 1995 & 1996" prepared by the Road Commission shall apply for the audits for 1997 and the July 17, 1997 extension proposal submitted by the certified Public Accountant are considered a part of this contract.

Signed: _____
Stewart, Beauvais & Whipple, P.C.

Signed: _____
St. Clair County Road Commission

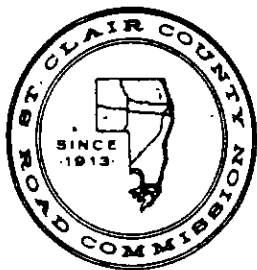
Signed: _____
St. Clair County Airport Commission

Signed: _____
St. Clair County Board of Public Works

Confirmed: St. Clair County Board of Commissioners

Date: _____

By: _____



ROAD COMMISSION

AIRPORT

PUBLIC WORKS

COUNTY OF ST. CLAIR

21 Airport Drive, St. Clair, Michigan 48079-1404

Phone (810) 364-5720

Fax (810) 364-9050

August 6, 1997^{OHG} 8 '97

Elwood Brown
County Corporate Counsel
County Building
Port Huron, MI 48060

Dear Mr. Brown:

Enclosed is a copy of St. Clair County Road Commission Resolution No. 97-30, and the Audit Contract for performance of our certified audits for the year ending December 31, 1997, which requires confirmation by resolution of the County Board of Commissioners.

A sample resolution is also enclosed for your convenience in preparing the County resolution.

Mr. Donald Dodge has been asked to place this item on the County Board of Commissioners' agenda as soon as possible.

Very truly yours,

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

Janet C. Kitamura
Janet C. Kitamura, Secretary

gf

Enclosures



OFFICE OF CORPORATION COUNSEL

County of St. Clair, Michigan

COUNTY BLDG., 201 McMORRAN BLVD., PORT HURON, MI 48060-4080 / 810 985-2400

FAX 985-2424

ELWOOD L. BROWN, CORPORATION COUNSEL

August 18, 1997

St. Clair County Board of Commissioners
ATTN: Don Dodge
201 McMorran Blvd.
Port Huron, MI 48060

RE: Road Commission Resolution 97-30

Dear Don:

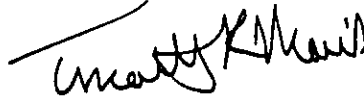
Attached is correspondence received by this office regarding the annual audits for the Road Commission and its subsidiaries. Everything appears to be in order insofar as the resolution and the proposed contract apply to the Road Commission. Annual audits of the financial records, accounts, and procedures of the county road commissions in counties having a population in excess of 50,000 persons are required by MCL 224.26. The procedures to be followed, and the mandatory contents of the audit report are detailed in MCL 224.27 through 224.32. Consent to the contract by the County Board of Commissioners is required by MCL 224.27.

We note that such audits, although good practice, do not appear to be required for either the Airport Commission or the Department of Public Works. In fact, given that the proposed contract has yet to be executed, and that the resolution of the Road Commission is dated August 5, 1997, it is not clear that the Road Commission has any authority to contract for anything involving the Airport. The former Airport Commission was dissolved by action of the Board at the July 23, 1997 meeting, and the two members of the International Airport Commission were just appointed at the Board's August 13, 1997 meeting. While a full audit is certainly a good idea, particularly given the change in status of the Airport, it should be ordered by the Board, or by the new International Airport Commission, not the Road Commission.

(As a side note, this request brings to mind a host of questions concerning the future budget and accounting for the Airport, and the International Airport Commission, that are not relevant to the instant matter, but should be considered in the near future. Among them the need to separate accounts and funds; for the new commission to establish its operating policies and procedures, and so on and so on.)

Respectfully yours;

Elwood L. Brown
Corporation Counsel

A handwritten signature in black ink, appearing to read "Timothy K. Morris". The signature is written in a cursive style with a long horizontal stroke at the beginning.

By: Timothy K. Morris
Assistant Corporation Counsel

201-1

RESOLUTION 97-38

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 Family Independence Agency beginning October 1, 1997 and ending September 30, 1998.

NOW, THEREFORE, BE IT RESOLVED: that

1) The Family Independence Agency 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.

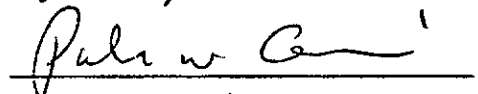
DATED: August 27, 1997

Reviewed and Approved by:



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







Contract No:	CS/MED-98-74001
Contract Amount:	\$68,225.00
P.C.A. No:	81135
Agency Object Code:	6155
Commodity Code:	961-91
Federal I.D. #:	38-6006420
Mail Code:	021
Method of Payment:	Actual Cost

AGREEMENT
between
FAMILY INDEPENDENCE AGENCY
and
THE COUNTY OF ST. CLAIR

This Agreement, effective the 1st day of October, 1997, and ending the 30th day of September, 1998, is by and between the Family Independence Agency, having a mailing address of 235 S. Grand Avenue, P.O. Box 30037, Lansing, Michigan 48909 (hereinafter referred to as the "Agency"), the County of St. Clair a public organization, having a mailing address of 201 McMorran Blvd., Room 108, , 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 Agency is authorized to contract with state or local units of government and private agencies under the provisions of MCLA 400.10; and,

WHEREAS, the Agency has the authority to enter into a Cooperative Agreement under and in accordance with policies established by the Agency, 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 Agency 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. Agency's Source of Funds-Termination

The Agency'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 Agency to continue or expand such activities. The Agency 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 Agency 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 Agency under this Agreement shall not be financed by any source, including client fees, other than the Agency 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 Agency, 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 Agency on the beginning date of this Agreement. Any additional reports which the Agency 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 Agency 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 Agency 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 Agency shall provide findings and recommendations of audits to the Contractor and Court. The Agency 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 Agency.

E. Insurance Coverage

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 employee 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 Agency reserves a royalty-free non-exclusive 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 non-Child Support Enforcement Systems (CSES) property, real or personal, used by the Contractor or Court in the performance of this Agreement and which is funded in whole or part by the Agency shall remain in the Agency during the term of this Agreement. Upon expiration of this Agreement or any extension thereof, the Contractor and Court agree to return said property to the Agency or pay the then

current fair market value thereof to the Agency. However, in the event that any such property is only partially funded by the Agency, the Contractor or Court shall return said property to the Agency or pay the Agency that portion of the current fair market value of such item which is in the same percentage as the Agency's contribution to the original purchase price. Where property in which the Agency has an interest is traded for other property, the Contractor and Court shall maintain continuing records to account for the Agency's financial interest in such subsequent acquisitions.

J. Subcontracts

The Contractor or Court shall not assign this Agreement or enter into subcontracts which shall be paid in whole or part using money received through this Agreement without obtaining prior written approval of the Agency. The Agency, 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. Cancellation of Agreement

The Agency 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 Agency at any time prior to the completion of the Agreement period.

L. Closeout/Extension

When this Agreement is concluded or terminated, the Contractor and Court shall provide the Agency, 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 Agency for extenuating circumstances. The Agency shall make payments to the Contractor for allowable reimbursable costs not covered by previous payments. The Contractor shall immediately refund to the Agency any payments or funds advanced to the Contractor in excess of allowable reimbursable expenditures.

M. 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 L.

N. 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 and the Agency'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 Agency in writing of their intent to pursue a claim against the Agency 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 Agency, must meet with the Director of the Agency 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 K.

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 Agency shall continue without interruption, except as provided in Section III, Paragraph B of this Agreement.

O. 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 Agency 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 Agency for refusing to agree to said amendment, and said refusal shall not constitute a breach of this Agreement.

P. Termination - Unfair Labor Practice

The Agency 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.

Q. Audit Requirements

This Agreement is funded through the federal Child Support Enforcement Program. The Agency 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-133. The Agency shall send a letter to the Contractor each year including the Catalog of Federal Domestic Assistance number and the percentage of Federal Financial Participation (FFP).

Contractors who receive a total of \$300,000 or more in federal funds from one or more funding sources in a fiscal year as subrecipients are required to comply with the provisions of Federal Office of Management and Budget Circular A-133. Copies of the audit performed for the Contractor's compliance with Circular A-133 must be submitted to the Family Independence Agency, Office of Internal Audit, no later than thirteen (13) months following the end of the Contractor's fiscal year. 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 Contractor's compliance audit shall be submitted to:

Family Independence Agency
Office of Internal Audit
235 S. Grand Avenue, Suite 1112
P.O. Box 30037
Lansing, Michigan 48909

The circular contains extensive requirements for selection and qualifications of external auditors engaged to complete the audit requirements. Contractors should refer to the appropriate circular for additional information.

R. 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 medical support orders over which it has jurisdiction and seek modifications of orders to include medical support in accordance with federal regulations, state statute and court rules.

The intent of this contract with enhanced funding is to:

- . Enable Friends of the Court to identify the existing backlog of IV-D cases requiring medical support enforcement efforts,
- . Determine what enforcement action is needed on those backlogged cases, and
- . Initiate needed enforcement action on all backlogged and new IV-D cases

For enforcing medical 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, Section 4000, Chapter 500 and 550 and Friend of the Court Letters in effect on the begin date of this Agreement.

A. Services

The Friend of the Court shall:

1. Make medical support enforcement (MSE) services available to all eligible individuals. Eligible individuals are those custodial parents (and their children) who are past or present recipients of AFDC, IV-E foster care or the Medicaid programs or who have filed an application for services with the IV-D agency.
2. Maintain records and provide collection services.
3. Enforce medical support obligations using all appropriate procedures:
 - a) Identify cases requiring medical support enforcement through manual review of cases or through approved computer tape match processes.
 - b) Obtain medical insurance information and convey it to Medicaid Third Party Liability through submission of the forms "Employer's Disclosure of Income and Health Insurance Information" (FOC 22a) and "Friend of the Court Case

Questionnaire" (FOC 39C) or by electronic means through the Child Support Enforcement System (CSES).

- c) File petitions with the court to order the inclusion of health insurance in new or modified orders.
 - d) Serve dependent health care coverage orders on employers and insurance carriers.
 - e) Contact absent parents to obtain insurance information or to obtain insurance coverage if available at reasonable cost though not ordered.
 - f) Contact employers or insurers to obtain policy coverage information or to request notification of lapsed coverage.
 - g) Inform non-Medicaid clients of the availability of medical support enforcement services.
 - h) Review and modify medical support orders.
 - i) Inform non-Medicaid clients of insurance information obtained through FOC enforcement efforts (Medicaid clients shall be notified by the Agency when TPL receives the information).
- 4. Initiate locating action when necessary
 - 5. Cooperate with other states for enforcement of medical 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

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/FIA-286A - Title IV-D Medical Support Expenditure Report, including appropriate time documentation. This expenditure report shall not be complete and acceptable for payment unless the report section of

the form is completed listing the progress on achieving the goals of the contract as set in the contract application.

Cycle: Due by the fifteenth (15) working day after month of service

To: Family Independence Agency
Office of Child Support - Lansing

2. **Form:** FOC 22A - Employer's Disclosure of Income and Health Insurance Information. This report must contain the Agency Case Number before it submitted to Medical Services Administration, Third Party Liability (TPL). The form is described in the Friend of the Court Manual, Section 4000, Chapter 500.

Cycle: Whenever the information becomes available.

To: Medical Services Administration
Third Party Liability Division
Department of Community Health
P.O. Box 30479
Lansing, MI 48909

3. **Form:** FOC 39C - Friend of the Court Case Questionnaire. Page 3 of this questionnaire may include health care information. A copy of page 3 of this form may be used to convey information to TPL if the Agency case number and the names of the Payer and payee are added to it before submission to Medical Services Administration. The form is described in the Friend of the Court Manual, Section 4000, Chapter 500.

Cycle: Whenever the information becomes available.

To: Medical Services Administration
Third Party Liability Division
Department of Community Health
P.O. Box 30479
Lansing, MI 48909

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 Agency upon request.

D. Statewide Automated System

The Contractor and Court agree to cooperate in meeting the federal requirement of a statewide automated system. Reprogramming of local data processing systems to accommodate additional data items shall only be funded through the approved statewide system.

E. Applicable Costs, Maintenance of Effort on Cooperative Reimbursement Contract

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 medical support matters, detailed time-records for such employees are required to document the amount of time spent on reimbursable activities. If employees intermingle work effort on child support enforcement and medical support enforcement, the FOC must document the medical support enforcement effort through time study if a claim is to be honored under this contract.

Medical support enforcement has been and shall continue to be funded under the existing cooperative reimbursement contract already in effect between these parties. This contract shall fund medical support enforcement work effort in addition to that already funded under the cooperative reimbursement contract (CRP). The funding in this contract shall be available only to the extent that the Contractor and the Court maintain the same IV-D staffing levels already funded under the 1995 cooperative reimbursement program (CRP) contract. The Contractor and the Court shall not leave positions vacant under the CRP contract while billing for services under the MSE contract.

F. Billing Method

The Actual Cost Reimbursement Method shall be used to claim reimbursement under this Agreement. The Medical Support Enforcement Budget is 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. However, expenditures up to \$3,000 above the direct cost line item budget categories are permissible provided the sum of all expenditures does not exceed the total amount of the Agreement. The Contractor and Court must obtain written approval from the Agency to increase line items in the budget by more than \$3,000. The Contractor and Court's request for the Agency's approval must contain sufficient information to allow the Agency 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 by the Contractor for the Court and employees funded by this Agreement, in the same proportion as that employee is employed in IV-D Medical Support Enforcement reimbursable activities, as long as those fringe benefits are no greater than benefits the Contractor provides to similar non-IV-D employees, and are not contrary to any federal regulation. 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/FIA-286A) detailing program related expenditures and the progress of the project with respect to the goals stated in the contract application. The DSS/FIA-286A shall indicate actual expenditures by category of expense in the performance of this Agreement for the period being billed. The DSS/FIA-286A shall be submitted within fifteen (15) working days from the end of the monthly billing period to the District Contract Manager.

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 Agency, in an amount sufficient to protect against loss resulting from employee dishonesty.

III. AGENCY DUTIES AND RESPONSIBILITIES

A. Program Administration

The Agency, 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 Agency shall 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 Agency shall complete its processing of payments to the Contractor within thirty (30) calendar days after receipt of the Contractor's monthly DSS/FIA-286A, "Title IV-D Medical Support Enforcement Expenditure Report," detailing program related expenditures as set forth in the budget attached to and part of this Agreement. For

DSS/FIA-286A's submitted after the due date the Agency reserves the right to delay processing and payment to the next available cycle.

The Agency 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 Agency as required by this Agreement or as are required by applicable state statutes and federal regulations.

C. Program Compliance Monitoring and Evaluation

The Agency will monitor and evaluate Court performance for compliance with federal Title IV-D Program regulations and the terms of this agreement. Performance compliance shall be measured against federal program audit standards established to ensure that program services are administered effectively and efficiently. The Agency 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 **SIXTY-EIGHT THOUSAND TWO HUNDRED TWENTY-FIVE AND 00/100 DOLLARS (\$68,225.00)**. The maximum amount of costs to be reimbursed by the Agency 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 Agency and Contractor have caused this Agreement to be executed by their respective officers duly authorized to do so.

Dated at _____, Michigan

CHIEF CIRCUIT JUDGE

(Court)

this _____ day of _____, 19 ____

By: _____

Print Name: _____

Witness: _____

Dated at _____, Michigan

THE COUNTY OF ST. CLAIR

(Contractor)

this _____ day of _____, 19 ____

By: _____

Print Name: _____

Chairperson County Board of Commissioners

Witness: _____

Dated at _____, Michigan

FAMILY INDEPENDENCE AGENCY

this _____ day of _____, 19 ____

By: _____

Print Name: Marva Livingston Hammons, Director

Witness: _____

RESOLUTION

TITLE IV-D MEDICAL SUPPORT ENFORCEMENT CONTRACT AGREEMENT

The Friend of the Court has received approval of a Title IV-D Medical Support Enforcement Agreement with the Family Independence Agency Beginning October 1, 1997 and ending September 30, 1998.

BE IT RESOLVED THAT:

- 1) The Family Independence Agency 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 is hereby authorized to execute said Agreement on behalf of the County Board of Commissioners.

Date

Board of Commissioners

(Signature)

Date

Clerk of the County

(Signature)

ST. CLAIR FOC
Program Provider

RESOLUTION 97-37

REGARDING CHARGES TO REMOVE
ROAD COMMISSION MEMBER CARL MCCORMICK

BE IT RESOLVED that the attached statement of charges against St. Clair County Road Commissioner Carl McCormick has been preferred to the St. Clair County Board of Commissioners, and it is the intention of the Board of Commissioners to determine whether said charges are sufficient to warrant his removal from the office of County Road Commissioner, pursuant to the provisions of MCLA 224.6; and

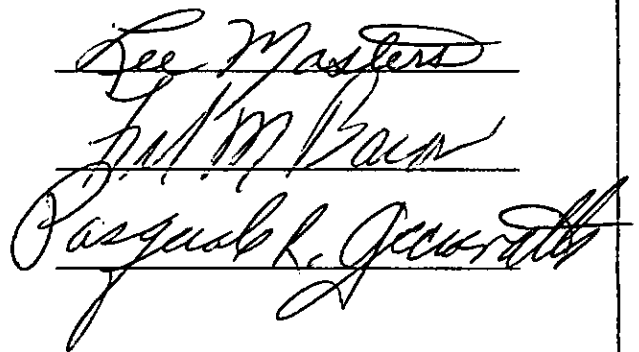
BE IT FURTHER RESOLVED, that Carl McCormick shall be given written notice by the Secretary of the St. Clair County Board of Commissioners of the said charges and that he is entitled to a hearing on the charges which will be held at a Special Meeting on the 27th day of August, 1997, at 5:00 P.M. in the Commissioners Room 202, County Building, 201 McMorran Boulevard, Port Huron, Michigan, at which time he will be afforded full opportunity to be heard in answer to said charges, either in person or by counsel. Written notice of this action shall be mailed to Mr. McCormick along with a copy of the statement of charges, by certified mail on or before August 15, 1997.

DATED: August 13, 1997

Reviewed and Approved by:



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



STATEMENT OF CHARGES

The following statement of charges is made against Carl McCormick for his removal as Chairman of the County Road Commission under Michigan Compiled Law 224.6. The charges are for actions committed under Carl McCormick's leadership as Chairman of the County Road Commission. The charges are as follows:

1. Carl McCormick chaired a closed Road Commission meeting in violation of the Michigan Open Meetings Act.
2. Carl McCormick failed to initiate action to discipline management employees for actions which were unbecoming their positions and an embarrassment to the Road Commission. For example, the two top management employees at the Road Commission promoted an illegal closed meeting to keep secret a report which the public had a right to know and they violated the Freedom of Information Act by deleting information which was to be turned over to the media. The employees were never publically reprimanded or disciplined which in turn damaged the credibility of the Road Commission in the eyes of the -taxpayers of this county.
3. Failure to maintain proper office hours for the benefit of the public.
4. Mismanagement of Road Commission funds by way of example, allowing excessive management salaries, excessive benefit packages, excessive severance packages, allowing use of sick time coupled with overtime and excessive use of comp time.
5. Failure to maintain a proper Soil Erosion and Sedimentation Control program despite being cited by the state.
6. In general, the failure to exercise and provide leadership in order to establish and require accountability by top management employees such that there has been a significant loss of respect for the Road Commission by the public in general. The failure to provide proper oversight of management employees has resulted in public funds being wasted by paying excessive compensation, allowing excessive benefits and expenditures. This results in a loss of funds which should be spent on this counties roads.

Pasquale R. Acciavatti

RESOLUTION 97-36

ADOPTING REVISIONS TO THE
ST. CLAIR COUNTY PERSONNEL POLICIES

WHEREAS, the St. Clair County Personnel Policies establish and define working conditions including fringe benefits of Elected and Appointed Officials of the County together with certain exempt or non-affiliated employees of the County; and

WHEREAS, the St. Clair County Board of Commissioners has exclusive authority and responsibility to establish the specific terms of employment, working conditions and fringe benefits for Elected and Appointed Officials as well as exempt or non-affiliated employees of St. Clair County; and

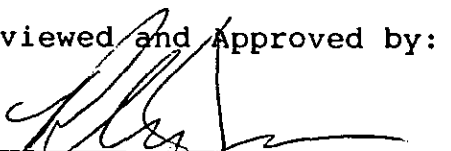
WHEREAS, the St. Clair County Board of Commissioners endeavors to provide terms of employment, working conditions and fringe benefits which are both fair and equitable for both the employees and constituents of St. Clair County.

NOW, THEREFORE, BE IT RESOLVED, that the revised St. Clair County Personnel Policies (Attached Exhibit "A"), are hereby approved and adopted.

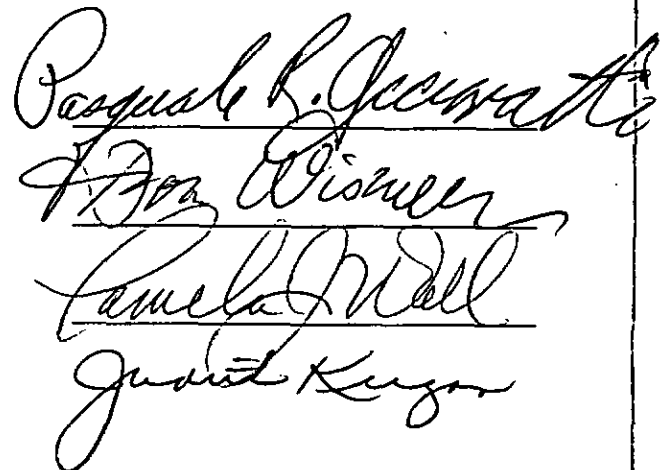
All resolutions and parts of resolutions, in conflict with this resolution, are to the extent of conflict, hereby rescinded.

DATED: August 13, 1997

Reviewed and Approved by:



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



ST. CLAIR COUNTY
PERSONNEL POLICIES

REVISED: AUGUST 13, 1997

EXHIBIT "A"

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PREAMBLE

1. The following Personnel Policies are adopted by the St. Clair County Board of Commissioners for all non-affiliated employees of the County of St. Clair, whether the Employer status is exclusive or shared. Non-affiliated employees shall be defined as those employees who are not represented by, or pay a service fee to a labor organization, union or association. Affiliated employees shall be subject to these policies where not otherwise addressed by collective bargaining agreement.

2. These policies have been prepared to improve communications with our employees. Their purpose is to explain what you can expect as an employee in the area of benefits, as well as to review certain guidelines and policies by which the County is operated. It is the County's intent, to administer wages, benefits and establish guidelines for the operation of the County in a fair and impartial manner to County employees, with recognition that the goal of these policies is service to the residents of St. Clair County.

3. While the County believes wholeheartedly in the plans, policies and procedures described herein, the County reserves the right to establish, modify, terminate, waive and interpret these policies and benefits in any manner which it determines to be in its best interest. The policies and benefits described herein are not conditions of employment nor is the language used intended to create a contract between the County and any of its employees for either employment or the providing of benefits.

4. In any situation where insurance is provided, the terms and conditions contained in the insurance policy are controlling, irrespective of any statement in the Personnel Policies.

5. It is our firm conviction that with mutual adherence to the policies and procedures described herein, and with continued good communications, St. Clair County will be a "good place to work".

ARTICLE 1

RESIDENCY REQUIREMENT

1.1: Employees hired on or after July 11, 1984 shall be required to reside within St. Clair County within six (6) months of employment as a condition of continued employment.

1.2: Employees hired prior to July 11, 1984 who reside in St. Clair County shall be required to retain their residence within St. Clair County as a condition of continued employment.

1.3: Employees hired prior to July 11, 1984 who reside outside of St. Clair County are encouraged to reside within St. Clair County but their failure to do so shall not affect their continued employment.

1.4: Employees who reside outside St. Clair County and whose place of residence changes to within St. Clair County shall be required to continue to reside within St. Clair County thereafter, as a condition of continued employment.

ARTICLE 2
NON-DISCRIMINATION

2.1: The County and its employees shall not discriminate against any person on the basis of race, sex, age, color, national origin, religious or political preference, physical or mental handicap, height, weight, or marital status.

2.2: Any employee of the County whose conduct creates an intimidating, hostile, or offensive working environment with regard to race, sex, age, color, national origin, religious or political preference, physical or mental handicap, height, weight, or marital status, shall be subject to discipline including discharge. Any employee who feels that he or she has been or is a victim of this prohibitive conduct is urged to immediately contact the Personnel Office.

ARTICLE 3
SEXUAL HARASSMENT

3.1: The County fully supports and complies with the laws which are enacted to protect and safeguard the rights and opportunities of all people to seek, obtain and hold employment without being subjected or exposed to illegal harassment in the work place and to provide all employees with an environment which is free of harassment based on one's sex.

3.2: Sexual harassment is defined as unwelcome sexual advance, requests for sexual favors and other verbal or physical conduct of a sexual nature when;

a. Submission to such conduct is made either explicitly or implicitly as a term or condition of employment.

b. Submission to or a rejection of such conduct by an individual is used as a basis for employment decisions such as discharge, promotion, transfer, work assignments, etc.

c. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creates an intimidating, hostile or offensive work environment.

3.3: Any harassment that violates state or federal law will be unacceptable. Examples of harassment include:

a. Making derogatory comments, insults, suggestive remarks or jokes based on a person's sex;

b. Display of photographs, cartoons or drawings that would be offensive to a reasonable person;

c. Conduct which when viewed by a reasonable person would have the purpose or effect of degrading or creating an intimidating, hostile or offensive work environment;

d. Propositions or requests for sexual favors;

e. Physical contact which is sexual in nature;

f. Stating or implying that deficient job performance is attributable to a person's gender;

g. Possession (while on employer's property or while working) of materials of any kind, such as magazines, calendars, etc., which are degrading to an individual or group on the basis of sex (or any other protected characteristic); and

h. The giving of unsolicited or inappropriate personal gifts (lingerie, sex books, or any gift inappropriate in nature.

3.4: Any employee who believes he or she has been the subject of any harassment should report the incident immediately to their supervisor or department head. The report should be made within three (3) days of the occurrence. The employee's supervisor shall then immediately notify the next level supervisor and/or Personnel Director about the complaint. A complaint may be filed by an employee who was not the target of harassment or retaliation.

3.5: STEPS FOR FILING A COMPLAINT:

STEP 1:

The employee shall register his/her complaint initially with his or her immediate supervisor. The immediate supervisor will investigate the complaint and prepare a written report of the investigation. The supervisor will give the employee a written response to the complaint within three (3) working days. A copy of the report will be given to the Personnel Director.

STEP 2:

Where the immediate supervisor was: 1) a participant in the prohibited activity; 2) condoned the activity; 3) failed to respond in writing within three days without good cause; or 4) the response is unsatisfactory, the employee may at his or her own choosing by-pass the immediate supervisor and submit a written complaint directly to the Personnel Director or other such person designated by the Employer to handle the complaint.

3.6: In those situations where a violation has been shown to have occurred, immediate action will be taken to remedy the situation. Further steps will be taken to discourage or prevent future reoccurrences.

3.7: All complaints and actions taken to resolve such complaints will be treated confidentially and will be disclosed only when necessary to the investigation and the resolution of the matter.

3.8: The above policy not only strictly prohibits harassment but also prohibits any act of retaliation against an employee who,

in good faith, has filed a complaint pursuant to this policy. Any supervisor, agent or employee of the Employer who is found to have taken actions determined to be retaliatory in nature against a complainant shall be subjected to immediate discipline up to and including immediate discharge. Any person who believes they were retaliated against for exercising his or her rights under this policy should immediately file a complaint.

3.9: It is expected that all employees will fully cooperate and give their support to the policies and practices set forth above. Violations of this policy will not be permitted. Any employee or supervisor who violates this policy will be subject to discipline up to and including discharge.

ARTICLE 4
MANAGEMENT RIGHTS

4.1: Michigan Law and/or County Resolution shall provide the basis for the operational authority of each Department and its Supervisory Personnel. Failure to exercise its authority shall not negate the authority, nor prohibit exercise of the authority at some future time.

4.2: The St. Clair County Board of Commissioners reserves exclusively to itself the right to:

- a. Establish the overall operational policy and procedure of the County.
- b. Appoint personnel to positions within its statutory purview.
- c. Discipline its appointees, including suspension and discharge.
- d. Terminate employment of an appointee.
- e. Determine the methods, means and shifts and hours of the County's operation.
- f. Determine the number of employees by classification and by department.

g. Determine compensation and benefit systems, plans and programs.

h. Determine and designate collective bargaining representatives.

i. Exercise authority where not otherwise abridged by statute.

4.3: The St. Clair County Board of Commissioners delegates authority to its elected and appointed department heads the following rights, in so far as the same shall not in any way conflict with these policies and the same shall be subject to modification, termination and interpretation by the Board of Commissioners:

a. Establish departmental operational policy and procedure consistent with the overall policy and procedure established by the Board of Commissioners.

b. Appoint departmental personnel to positions in accordance with Personnel Policy and procedure established by the Board of Commissioners.

c. Apply employee discipline including suspension and termination.

d. Terminate employment.

e. Determine the methods and means of conducting the daily activity of the department.

f. Determine rates of pay within the compensation plan approved by the Board of Commissioners.

g. Determine the assignment of departmental employees.

h. Exercise authority where not otherwise abridged by these policies.

4.4: The Personnel Director is designated by the St. Clair County Board of Commissioners to have the exclusive authority and right to limit, modify, and interpret any policy or procedure which may conflict with any law, ordinance, resolution or regulation imposed upon the County, any County Department,

County employees or County operation, provided that any such action will be reported in writing to the County Administrator/Controller who shall notify the Board of Commissioners within three (3) working days from the date of said action. The Personnel Director, upon the concurrence of the County Administrator/Controller, shall recommend new, revised or amended operational personnel policies and procedures to the St. Clair County Board of Commissioners.

ARTICLE 5
CONFLICT OF INTEREST

5.1: County Officials and employees shall avoid employment related investment and/or purchasing decisions which would or could conflict with their obligation and responsibility to make objective decisions in the County's best interest.

5.2: An official or employee may not use information obtained in the course of employment for personal benefit or contrary to the best interest of the County.

5.3: An official or employee shall not engage in any activity that might affect their objective and independent judgment; such as but not limited to the operation of a private practice as a professional consultant or through the use of the County's resources for personal gain or develop material for personal gain.

ARTICLE 6
ANTI-NEPOTISM

6.1: Nepotism is defined as favoritism shown or patronage granted by persons in management positions to relatives or close friends. The County of St. Clair as an equal opportunity employer does not prohibit the hiring of an employee's relative or a close friend when the selection process is open, competitive and selection is based on qualifications, skills and ability.

6.2: No official or employee shall hire a relative where the official or employee would also have direct supervisory authority over the relative as an employee.

ARTICLE 7
DEPARTMENTAL WORK RULES AND REGULATIONS

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

7.2: Such work rules or regulations will be null and void where they conflict with statutes, these policies or agreements entered into by the County Board of Commissioners.

7.3: Discipline applied as a result of violations of Department or Division work rules and/or regulations are subject to the grievance procedure.

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

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

ARTICLE 8
ORIENTATION

8.1: Orientation is a trial period which provides the employees the opportunity to become accustomed to their work and to prove their ability on the job. It provides the supervisor the opportunity to appraise, evaluate, and instruct the employee and determine fitness to perform the job.

8.2: Supervisory personnel subject to an orientation period shall be required to satisfactorily complete six (6) months of continuous employment as orientation. During the orientation period, the supervisor may be terminated without recourse of the grievance procedure. A written evaluation of the supervisor's performance shall be made on a form supplied by the Personnel Office thirty (30) calendar days prior to completion of the orientation period. The supervisor shall be provided a copy of the evaluation.

8.3: Non-supervisory personnel shall be required to satisfactorily complete three (3) months of continuous employment as orientation. This period may be extended up to an additional three (3) months by the supervisor. During orientation, the employee may be terminated without recourse of the grievance procedure. A written evaluation shall be made on a form supplied by the Personnel Office fifteen (15) calendar days prior to completion of the orientation period. The employee shall be provided a copy of the evaluation.

ARTICLE 9
SENIORITY

9.1: Regular employees shall accrue seniority as follows;

a. A full time regular employee shall accrue seniority from their date of hire as a full time regular employee. A full-time employee shall mean an employee regularly scheduled to work 37.5 hours a week or 40 hours a week contingent upon the operation of the department. A regular classification is identified in the department budget as such.

b. A part time employee shall mean an employee regularly scheduled to work less than 37.5 hours a week or less than 40 hours a week contingent upon the operation of the department. Seniority shall accrue when a part time employee is regularly scheduled to work 37.5 hours a pay period. A regular classification is identified in the department budget as such. In the event a part time regular employees assumes full time regular employment, the employee shall be entitled to fifty percent (50%) of the seniority accrued as a part time regular employee.

c. A temporary employee shall mean an employee who is hired for a predetermined period of time. A temporary employee shall not accrue seniority whether scheduled to work full or part time.

9.2: Seniority shall commence from the employee's most recent date of full time regular employment.

9.3: A part time employee scheduled less than 37.5 hours in a pay period and who becomes full time regular shall begin to accrue seniority from the date of becoming full time regular.

9.4: A full time regular employee who becomes part time and/or temporary shall continue to accrue seniority if regularly scheduled for 37.5 hours in a pay period. In the event the employee becomes full time again, the employee shall be entitled to previously accrued seniority provided that there has been no break in employment.

9.5: Part time and/or temporary employees shall not be entitled to seniority or any fringe benefits. An employee must be full time regular to be entitled to seniority and fringe benefits.

9.6: Seniority shall cease and the employee's employment shall terminate for the following reasons:

- a. The employee resigns or quits.
- b. The employee retires.
- c. The employee is discharged.
- d. The employee fails to return from layoff as provided in Article 17 - Layoff and Recall, Sections 5, 6, and 7.
- e. The employee fails to return to work from an approved leave of absence or within the time limit prescribed in Article 19 - Leave of Absence, Sections 1 and 2 and in accordance with Section 3.
- f. The employee is absent without a call-in for two (2) consecutive working days as provided in Article 11 - Discharge and Discipline, Section 7, unless the County determines there to be extenuating circumstances which prohibited notification.
- g. The employee fails to return to work from a disciplinary suspension as provided in Article 11 - Discharge and Discipline, Section 9.

ARTICLE 10
WORKING HOURS

10.1: The County Board of Commissioners shall determine the hours of operation for all County Departments.

10.2: The Department/Division Head shall schedule the hours of work of employees in their Department.

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

10.4: A part-time employee shall mean an employee regularly scheduled to work less than 37.5 hours a week or less than 40 hours a week contingent upon the operation of the Department.

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

10.6: A regular employee shall mean an employee who is hired for an ongoing undetermined period of time.

10.7: Employees who work six (6) or more consecutive hours shall be eligible for a one-hour lunch period without pay, to be scheduled at the discretion of the employee's supervisor. They shall also be eligible for two (2) fifteen (15) minute breaks to be scheduled at the discretion of the supervisor.

10.8: Employees who work less than six (6) but no less than three (3) consecutive hours shall be eligible for a fifteen (15) minute break to be scheduled at the discretion of the supervisor.

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

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

10.11: The supervisor shall determine an operational constraint.

10.12: The supervisor shall determine the need to work overtime.

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

10.14: When overtime is necessary, it shall be compensated at time and one half the base rate for:

a. All work performed beyond the normal full time work day or work week.

b. Reporting early or returning later to work, as determined by the Department Head but only for such hour(s) which exceeds the normal daily hours.

c. A minimum of two (2) hours when reporting back to work.

d. Work performed on a holiday.

10.15: Employees, exempt from the Fair Labor Standards Act, shall be either granted compensatory time or receive overtime pay as determined by the Department Head, consistent with the applicable provisions of the budget. The supervisor shall approve the use of compensatory time. Overtime shall be paid only if provided for in the departmental budget.

10.16: Employees, exempt from the Fair Labor Standards Act, may accrue compensatory time to a maximum of 20 hours. Upon termination of employment the employee shall be paid the accrued compensatory time at the average hourly rate for the preceding twelve (12) month period.

ARTICLE 11 DISCHARGE AND DISCIPLINE

11.1: The materials that follow in this article are deemed to be advisory and not mandatory and, as such, do not result in a contract for employment. It is further recognized that the County may terminate an employee at any time and for any reason,

and that continued employment is at the will of the County. In order to give employees guidance as to the nature of conduct which will not be tolerated or condoned by the County, employees are hereby placed on notice that the following conduct, which is set forth by way of example and not by way of limitation, will be subject to discipline or discharge at the Employer's discretion.

- a. Inefficiency in their assigned tasks.
- b. Insubordination to a supervisor.
- c. Dishonesty.
- d. Impairment from any substance while on the job.
- e. Gambling while on the job.
- f. Sabotage or willful negligence to any operation or operational element of the County.
- g. Abusive, immoral or threatening overtures to any other employee or person.
- h. Excessive tardiness or absenteeism.
- i. Unauthorized use of confidential information or material.

11.2: Infractions which warrant discipline but not discharge may be dealt with in one of the following methods:

- a. Verbal discipline with a written notice placed in the employee's personnel file with a copy to the employee.
- b. Written discipline outlining the infraction and discipline for further violation with a copy to the employee and the personnel file.
- c. Suspension without pay for a minimum of the remaining part of a shift to a maximum of three (3) full working days. A suspension notice must be provided to the Personnel Office immediately, but no later than twenty-four (24) hours upon issuance.

Suspensions may be progressive, but may not exceed three (3) consecutive working days at any one time.

d. The supervisor may choose any level as initial discipline.

e. Discipline should be progressive but does not necessarily have to be in the order outlined.

11.3: When imposed, discipline shall be administered singularly with each occurrence. An employee shall not be disciplined twice for the same incident unless new and extenuating circumstances come to light.

11.4: Supervisors shall make every effort to discipline an employee privately and confidentially.

11.5: Employees absent for two (2) consecutive working days without reporting their absence are subject to discharge unless the County determines there to be extenuating circumstances.

11.6: Employees who participate in work slow downs or unauthorized or illegal strikes are subject to discharge.

11.7: Failure to report to work after a suspension may result in discharge.

11.8: An employee may utilize the grievance procedure to protest discipline or discharge other than during orientation. However, such discipline or discharge shall remain in force until the full grievance procedure is utilized.

ARTICLE 12 GRIEVANCE PROCEDURE

12.1: A matter subject to grievance must be alleged to be:

a. A violation of a specific personnel policy.

b. A violation or deviation from a specific established County policy or procedure.

c. A failure to comply with a specific policy, procedure, method or regulation of the County.

12.2: In the event of a grievance, the employee shall discuss the matter with the supervisor within five (5) working days of occurrence of the matter. If not discussed with the supervisor within five (5) working days of occurrence, the matter is not subject to review through the grievance procedure. The supervisor shall make every effort to respond to the grievance in a prompt fashion.

12.3: If the matter is not resolved, the employee/grievant shall, within fifteen (15) calendar days of the date of discussion, file a written grievance with the Department Head. The grievance shall include:

- a. The Grievant's name, classification, and department or division.
- b. The date of filing the grievance.
- c. A detailed summary of the grievance.
- d. The remedy or relief requested by the Grievant.
- e. A complete, concise statement of the discussion with the supervisor.

The Department Head shall provide a written response to the Grievant within five (5) working days of the receipt of the written grievance. Failure of the Department Head to respond will provide the employee access to the next step.

12.4: If the matter is not resolved, the Grievant shall, within five (5) working days of the written grievance response, file a copy of the above outlined grievance and the supervisor's and/or the Department Head's response to the Personnel Director. The Personnel Director shall be the County's Grievance Official. The Personnel Director shall, within five (5) working days of receipt of the grievance, establish a date for a meeting. The meeting shall include the Personnel Director, empowered to hear the grievance, the Grievant, and the supervisor and/or the Department Head. The Personnel Director may adjourn the meeting to call for witnesses, conduct a background or information investigation or for the convenience of any of the participants. When the facts have been determined to the satisfaction of the Personnel Director, a written response shall be made to the

Grievant and supervisor and/or department head within fifteen (15) calendar days of the last meeting of the parties.

12.5: A supervisor with a grievance who reports to a superior shall follow the previous procedure.

12.6: A supervisor who reports to no superior shall take up the matter with the Personnel Director directly.

12.7: The Grievant or Department/Division Head may within two (2) weeks appeal the Personnel Director's decision, except in matters of employment termination, to the County Administrator/Controller for a final and binding decision. Employment termination decisions shall be referred to the Board of Commissioners for final and binding decision.

12.8: Failure of the Grievant to utilize the grievance procedure in the time limits described herein shall exclude the matter from the grievance procedure.

12.9: The grievance procedure is progressive. The outlined steps or phases must be adhered to strictly or the matter may be rejected as a grievance by the grievance officials.

ARTICLE 13 TRANSFER

13.1: A transfer shall mean a change of work assignments but not a change in classification.

13.2: Department/division heads are authorized to transfer employees within their department/division.

13.3: Employees may request a transfer to another department/division. The request may be made only when there is a vacancy and in the manner outlined in the notice of vacancy or posting. The request shall be made to the Personnel Office in writing. The employee shall, either using a County application form or a resume, indicate the following:

a. Their name, classification and department or division.

b. Position requested by department or division.

c. Qualifications for the job; such as skill levels, experience, ability, and/or education.

13.4: Employees who transfer shall retain full seniority and accruals of sick and vacation days. They shall retain or obtain the fringe benefits applicable to the department/division where they are transferred.

13.5: Employees who request and are granted a transfer shall be required to satisfactorily complete a thirty (30) calendar day orientation period. Upon satisfactory completion the employee shall remain in the position. Unsatisfactory performance shall result in the return of the employee to their former position and department/division if agreed by the former department/division head; otherwise, their employment shall be terminated.

ARTICLE 14
PROMOTION

14.1: A promotion shall mean a change in classification resulting in an increase in normal salary and/or classification.

14.2: Department/division heads are authorized to promote employees as vacancies occur within their department/division as provided by budgetary and personnel allocation authorization and in accordance with the St. Clair County Affirmative Action Plan.

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

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

a. Their name, classification, and department or division.

b. Position desired in the department or division.

c. Qualifications for the job, such as skill levels, ability, experience and/or education.

Employees who are promoted shall retain full seniority and accruals of sick and vacation days. They shall receive the fringe benefits applicable to the department/division where they are promoted.

14.5: The employee shall be required to satisfactorily complete a minimum sixty (60) calendar day orientation period. If their performance is unsatisfactory, the employee shall revert to the previously held classification within the department. When a promotion is to another department unsatisfactory performance shall result in the return of the employee to their former position and department if agreed by the former department head; otherwise, their employment shall be terminated.

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

ARTICLE 15 DEMOTION

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

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

- a. Economic or budgetary necessity.
- b. Inability to perform the required functional tasks.
- c. Failure to maintain the moral or ethical standards required for the position.
- d. Incompetency.
- e. At the request of the employee.

15.3: Notice of demotion shall be made in writing and shall detail the reason(s) for the demotion.

15.4: The demoted employee shall be compensated at the salary that does not exceed the salary of the former classification.

ARTICLE 16
RECLASSIFICATION

16.1: A reclassification shall mean a change in title as a result of a significant change in the tasks, duties and/or responsibilities. An employee shall be entitled to a reclassification when the preponderance of their tasks, duties and/or responsibilities are not typical of their current classification and/or are typical of another classification.

16.2: An employee and/or a department head who believe a reclassification is warranted based upon the preceding definition shall notify the Personnel Director in writing of their request for a reclassification.

16.3: The reclassification request shall include;

- a. The Name, Department and current classification of the employee.
- b. The name of the new classification requested if known.
- c. A comprehensive summary of the tasks, duties and/or responsibilities currently required of the employee.

16.4: The Personnel Director shall notify the County Administrator/Controller of every reclassification request. The County Administrator/Controller will determine whether the request will be referred to the Board of Commissioners or otherwise reviewed administratively.

16.5: In the event the request will be reviewed administratively, the Personnel Director shall determine the tasks, duties and/or responsibilities required of the employee in the classification. The Personnel Director shall make a recommendation to the County Administrator/Controller, the Chairperson of the Board of Commissioners and the Chairperson of the Ways and Means Committee of the Board of Commissioners whose decision shall be final and binding. Any subsequent reclassification request of that position will not be considered

unless a significant change in tasks, duties and/or responsibilities can be demonstrated.

16.6: In the event the request is referred to the Board of Commissioners, the County Administrator/Controller shall take whatever steps deemed appropriate to review the request. The County Administrator/Controller shall make a recommendation to the Board of Commissioner. The decision of the Board of Commissioners shall be final and binding. Any subsequent reclassification request of that position will not be considered unless a significant change in tasks, duties and/or responsibilities can be demonstrated.

ARTICLE 17
TEMPORARY ASSIGNMENT

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

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

17.3: A temporarily assigned employee shall not be paid the rate consistent with the position for working ten (10) or fewer work days. Upon working the eleventh (11th) day, the employee shall be entitled to pay back to the first day of temporary assignment. A temporarily assigned employee shall not be made to suffer a reduced rate of pay for a temporary assignment.

ARTICLE 18
RESIGNATION

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

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

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

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

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

ARTICLE 19
LAYOFF AND RECALL

19.1: When a layoff is determined to be necessary in a department, primary consideration shall be given to the following:

- a. Ability to perform the tasks.
- b. Qualification to perform the tasks.
- c. Demonstrated acceptable work habits. Where (a), (b), and (c) are equal, seniority shall prevail.

19.2: Temporary and newly hired employees on orientation status should be laid off first, within any classification affected by layoff.

19.3: An employee who is qualified to perform the work and who has greater seniority may be entitled to displace an employee in their Department rather than be laid off, as determined by the department head, provided:

- a. The senior employee is limited to classifications of equal or subordinate rank; and,
- b. The senior employee is limited to classifications of equal or lesser salary range pay.

19.4: When a recall is necessary, the employee who is best qualified to perform the desired function and tasks shall be recalled. Recall notice shall be made by written notice sent by certified mail with return receipt requested.

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

19.6: A refusal to accept a suitable offer to return to work shall result in termination of employment.

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

19.8: Employees may elect, in accordance with the St. Clair County Retirement Plan, to withdraw all their retirement contributions upon layoff, provided the layoff is deemed permanent by the supervisor County or recall rights have elapsed as provided in Section 7. The withdrawal of retirement contributions cancels all retirement benefit rights and privileges. Retirement contributions may be repaid after recall or rehire as provided by the St. Clair County Employees Retirement Plan.

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

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

ARTICLE 20
WORKER'S COMPENSATION

20.1: The County is required by law to participate in a Worker's Compensation Plan.

20.2: When an employee is injured during their scheduled working hours, the alleged injury shall be reported to a supervisor as soon as possible. The supervisor shall immediately contact the Personnel Office and complete an accident report on the form provided by the County.

20.3: 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.

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

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

20.6: The supplemental compensation shall be deducted from the employee's accrued sick days at a rate of one (1) sick day for every three (3) days of worker's compensation paid.

ARTICLE 21
LEAVE OF ABSENCE

21.1: An employee shall be entitled to request a leave of absence for the following reasons:

- a. Serious or critical illness of their spouse, child, or parent;
- b. Personal illness (physical or mental); or,
- c. Educational purposes.

21.2: An employee may be entitled to a leave of absence under the Family and Medical Leave Act of 1993. Notice shall be provided to employees of rights under the Act along with a fact sheet upon requesting a leave of absence. Leave taken under the Act will be taken consistent with the Act and the following County policy respecting the Family and Medical Leave Act.

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

verification from the attending physician to be eligible for a leave of absence.

21.4: The leave of absence for personal illness shall be consistent with the provisions of Article 22 - Sick Days and Disability in order to be granted. The employee shall be required to provide medical verification by the attending physician when illness extends beyond seven (7) calendar days and at reasonable intervals as determined by the County. Such leave shall not extend beyond one (1) year. The County shall have the right to require an employee to submit to an examination by a physician of the County's choice provided such charges are paid by the County.

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

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

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

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

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

21.10: An employee on a paid leave shall be eligible for accrual of vacation and sick days, retirement credit, seniority and other fringe benefits for the initial six (6) months of personal medical leave. An employee on leave beyond six (6) months shall not be eligible for any fringe benefits or seniority except as provided in Article 22 - Sick Days and Disability, Section 10.

21.11: An employee on a paid leave due to the illness of a spouse, child or parent shall be eligible for accrual of vacation and sick days, retirement credit, seniority and the continuation of other fringe benefits while on a paid leave. An employee on leave without pay shall not be eligible for seniority or fringe benefits except as provided by law.

21.12: An employee on a paid educational leave shall be eligible for accrual of vacation and sick days, retirement credit, seniority and the continuation of other fringe benefits. An employee on leave without pay shall not be eligible for seniority or fringe benefits except as provided by law.

ARTICLE 22
SICK DAYS AND DISABILITY

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

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

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

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

22.5: 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.

22.6: An employee who uses two (2) sick days in a thirty (30) calendar day period or four (4) days in a ninety (90) calendar day period, without a statement from their attending physician indicating the nature of their illness shall be on "proof required status". Proof required status shall mean the employee must provide a statement from their attending physician indicating the nature of the illness in order to be eligible for sick day pay. The employee shall be on proof required status for 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.

22.7: Sick days, when authorized, shall be taken in place of normally scheduled work days, excluding holidays.

22.8: The employee must promptly notify their supervisor of their absence or be subject to discipline.

22.9: An employee shall be eligible for salary continuation when a non-work related 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 may 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, and/or Social Security.

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

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

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

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

b. The County and/or the health care provider shall determine the length of time the disabled employee may continue group health care coverage. Health care and dental insurance may be continued upon completion of one (1) year of absence in accordance with applicable law.

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

22.13: 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.

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

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

22.16: 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%

ARTICLE 23

HOLIDAYS

23.1: Full time regular employees are entitled to compensation for the holidays determined by the St. Clair County Board of Commissioners.

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

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

ARTICLE 24

VACATION

24.1: Effective January 1, 1997, all full time regular County employees shall be entitled to vacations according to the following schedule:

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

Be it provided that any employee hired prior to January 1, 1997 shall not be required to suffer a loss in the number of vacation

days credited to them. Any employee who would otherwise suffer a reduction in vacation days credited shall remain subject to the former vacation schedule.

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

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

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

24.5: 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.

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

24.7: Upon termination, retirement or death, the employee or beneficiary or the employee's estate shall be paid the total accrued unused vacation days and a prorated 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 days shall not exceed thirty-five (35) days of pay.

ARTICLE 25

HEALTH CARE, LIFE AND DENTAL INSURANCE

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

Hospital Deductible - \$150 Employee/\$250 Family
ML - Laboratory and X-Ray Expense Benefits

D45NM - TB and Nervous and Mental Expense Benefits
SAT-2 - Substance Abuse Programs
Medicare 2 - 1 - Medicare Complimentary Coverage
FC - Dependent Eligibility
SD - Sponsored Dependent
COB - Coordination of Benefits
\$5.00 Co-Pay - Prescription Drug Rider
Master Medical Option 1
Case Management
Precertification
RP - Routine Pap Smear
RM - Routine Mammogram
HCB-1 - Hospice Care
VCA 80 - Vision Plan
FAE - RC - Emergency Room Care
VST - Voluntary Sterilization

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

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

- a. Employees hired on or after January 1, 1986 shall pay 100% of FC 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 December 1, 1992 shall be subject to the preceding subsection b.

25.2: Each regularly scheduled 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. 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.

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

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

25.5: The County shall provide group life insurance in accordance with the following schedule:

A. CORE OPTION

<u>Annual Salary</u>	<u>Benefit</u>
\$24,999 or less	\$20,000
\$25,000 to \$30,999	\$30,000
\$31,000 to \$39,999	\$40,000
\$40,000 or more	\$50,000

B. 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.

C. 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.

25.6: The County shall provide regularly scheduled 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.

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

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

25.9: On an approved leave of absence without pay, the employee may continue premium payment consistent with the terms of applicable laws.

ARTICLE 26
DIRECT BANK AND CREDIT UNION DEPOSIT

26.1: Employees who are members of the County approved Bank or Credit Union may request a payroll deduction by following the procedure determined by the County and the Bank or Credit Union when it becomes available.

26.2: The Bank or Credit Union is not a branch or division of the County. The County exercises no control over the Bank or Credit Union. The County may at any time determine to discontinue making payroll deductions.

ARTICLE 27
SERVICE RECOGNITION

27.1: 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:

<u>Years Of Service</u>	<u>% Of Base Salary</u>	Maximum payment shall not exceed the annual base salary of:		
		<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

27.2: 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.

27.3: On or after January 1, 1987, full time regular employees hired shall not be eligible to receive benefits provided for in this Article.

ARTICLE 28
RETIREMENT BENEFIT

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

28.2: The Retirement Board 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 unless otherwise determined by the retirement board.

28.3: 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.

28.4: An employee hired or rehired on or after January 1, 1995 shall upon retirement 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%

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

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

28.5: 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.

28.6: Each full time regular employee hired on or before December 31, 1992 shall continue to participate in the St. Clair County Employees Retirement Plan of their choice. The option previously selected by the employee shall be irrevocable. The options are as follows:

A. Option 1 - The Original Plan

The original plan shall mean the plan in effect prior to January 1, 1993. The original plan shall continue to provide an annual multiplier of two percent (2%). Further, the original plan shall continue to provide health care to eligible retirants regardless of years of service. Be it provided, health care shall be subject to the exclusive purview of the retirement board which shall have authority to amend, modify or discontinue in part or the whole any benefit, provision, or condition of coverage.

Option 2 - The Revised Plan

The revised plan shall mean the plan adopted effective January 1, 1993 as described in the preceding Sections 1 through 6.

ARTICLE 29
ELECTRONIC COMMUNICATION

29.1: All electronic and telephonic communication systems, including but not limited to e-mail, voice mail and all information transmitted by, received from or stored in County

systems are the property of the County and as such are to be used solely for job related purposes.

29.2: The use of any software and business equipment, including but not limited to facsimiles, telecopiers, computers and copy machines, for private purposes is strictly forbidden unless expressly permitted by the Department Head.

29.3: Employees shall not use a code, access a file or retrieve any stored communication unless authorized by the Department Head. All pass codes are the property of the County. No employee may use a pass code unless authorized by the County. An employee in violation of this policy is subject to disciplinary action up to and including discharge.

29.4: County assigned passwords shall not be revealed to any unauthorized person. Passwords may be changed periodically as determined necessary by the County or Department Head. Messages may be monitored randomly to determine whether any unauthorized personnel are using the system or whether any violations of the policy have occurred. Employees who violate these policies are subject to discipline, up to and including discharge.

29.5: Authorized County representatives shall have the right to monitor electronic and telephonic communications systems and business equipment in order to enforce this policy.

29.6: Sensitive or confidential information shall not be sent via electronic mail. Revealing confidential files or information to an unauthorized person is strictly prohibited and enforceable by discipline up to and including discharge. Unauthorized accessing and/or use of confidential or restricted files or County equipment, including computers, is strictly prohibited and enforceable by discipline up to and including discharge.

ARTICLE 30 MILEAGE ALLOWANCE

30.1: The County Board of Commissioners shall determine the method and amount of reimbursement paid to employees for use of their private vehicles for County business.

ARTICLE 31
ACT OF GOD

31.1: The County Administrator/Controller or designee, upon concurrence of the Chairperson or Vice-Chairperson of the County Board of Commissioners shall have exclusive authority to determine when conditions are such that employees need not report to work or may be sent home early with full pay.

ARTICLE 32
JURY DUTY

32.1: Employees who are called to serve as Jurors shall continue to receive their normal County pay.

32.2: Any compensation, not including reimbursements of actual expenses, provided an employee as a Juror will be surrendered to the County Treasurer.

ARTICLE 33
SUBPOENA AND WITNESS FEE

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

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

ARTICLE 34
MILITARY SERVICE

34.1: Employees who are members of the National Guard and a Military Reserve unit shall be granted time off to a maximum of two (2) weeks with pay to fulfill their obligation.

34.2: Any compensation in lieu of salary, not including reimbursements of actual expenses, provided an employee will be surrendered to the County Treasurer.

ARTICLE 35
PERSONAL PROPERTY

35.1: Employees are advised not to maintain personal property items at their work stations. The County is not responsible for personal property items which may become broken, damaged or stolen.

35.2: The County is not responsible for clothing that becomes soiled or damaged during the course of duties.

ARTICLE 36
CAREER ENRICHMENT

36.1: As the budget provides and when Department Head approval is applicable, employees who attend conferences, seminars or other educational or business related functions shall be reimbursed for the following expenses:

36.2: Travel: According to ARTICLE 30 - Mileage Allowance reimbursement is provided by paying the least expensive mode of travel, by way of example: if the cost of round trip coach air fare is less than automobile mileage, the former shall apply.

36.3: Lodging: Reimbursement for out-of-County lodging will be provided subsequent to submission of a receipt to the Office of the Controller.

36.4: Meals: Reimbursement for out-of-County meals will be provided subsequent to submission of a receipt.

36.5: Advance payment may be made for such things as airline tickets and registration fees. Requests for advance payment shall be made via voucher to the Office of the Controller.

36.6: To assure prompt reimbursement and/or payment, expense vouchers should be submitted within thirty (30) days of the incurred expense.

ARTICLE 37
EMPLOYEE RECORDS REVIEW

37.1: In accordance with all applicable statutes, an employee shall be entitled to review their personnel records.

37.2: Such review shall be during the regular office hours of the Personnel Department.

37.3: The Personnel Department shall determine a reasonable time and place for review.

37.4: The employee shall request a review in advance identifying such records as are of interest to ensure their availability.

ARTICLE 38
POLITICAL ACTIVITY

38.1: Employees shall not be actively involved in political activities during their regularly scheduled working hours. Nor shall any supervisor coerce an employee into providing political support, monetarily or otherwise.

ARTICLE 39
EDUCATION REIMBURSEMENT

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

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

39.3: Department head approval of the request for reimbursement shall be contingent upon available funding, the relevancy of the course to the employee's job, and the employee obtaining a passing grade in the course. The Department Head shall have the right to approve or deny a request for reimbursement for all or part of any tuition, fees, and/or supplies as provided in (d) below. Department Head approval, if granted, must be in writing and shall stipulate the extent of tuition, fees, and/or supplies

to be reimbursed. The request shall be considered to be denied in the absence of written approval.

39.4: Reimbursement shall not exceed \$500.00 per course.

39.5: The County shall determine whether books, manuals, and supplies reimbursed by the County shall become the property of the County.

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

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

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

ARTICLE 40

SALARY

40.1: The County Board of Commissioners has adopted a wage and classification plan.

40.2: In keeping with this authority and responsibility, the County Board of Commissioners has established and may review the Compensation Plan. The Compensation Plan of the County, although maintained separately, is a supplement to these Personnel Policies and is administered in coordination with these Policies.

40.3: The Board of Commissioners has established the Classification Plan. The Board of Commissioners has the

exclusive authority to designate classifications or the number of classifications, and shall establish a system to deal with reclassification requests.

40.4: The County Administrator/Controller, and the Personnel Director shall maintain and administer the Classification Plan authorized by the Board of Commissioners.

accrual of thirty (30) sick days based upon the following graduated schedule of months of service.

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

ARTICLE 23

HOLIDAYS

23.1: Full time regular employees are entitled to compensation for the holidays determined by the St. Clair County Board of Commissioners.

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

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

ARTICLE 24

VACATION

24.1: Effective January 1, 1997, all full time regular County employees shall be entitled to vacations according to the following schedule:

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

Be it provided that any employee hired prior to January 1, 1997 shall not be required to suffer a loss in the number of vacation

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

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

25.9: On an approved leave of absence without pay, the employee may continue premium payment consistent with the terms of applicable laws.

ARTICLE 26

DIRECT BANK AND CREDIT UNION DEPOSIT

26.1: Employees who are members of the County approved Bank or Credit Union may request a payroll deduction by following the procedure determined by the County and the Bank or Credit Union when it becomes available.

26.2: The Bank or Credit Union is not a branch or division of the County. The County exercises no control over the Bank or Credit Union. The County may at any time determine to discontinue making payroll deductions.

ARTICLE 27

SERVICE RECOGNITION

27.1: 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:

<u>Years Of Service</u>	<u>% Of Base Salary</u>	Maximum payment shall not exceed the annual base salary of:		
		<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

RESOLUTION 97-35

RESCINDING APRIL 18, 1956 BOARD OF SUPERVISORS
RESOLUTION ESTABLISHING ST. CLAIR COUNTY AIRPORT
COMMISSION AND CREATING A NEW AIRPORT COMMISSION
CONSISTING OF FIVE (5) MEMBERS

WHEREAS, the reasons set forth for establishing a County Airport and a County Airport Commission by this Board in Resolution of April 18, 1956, are still valid; and

WHEREAS, in that Resolution the St. Clair County Board of Road Commissioners was delegated the powers and duties set out in the State Aeronautics Act, specifically being section 259.133 of the Michigan Compiled Laws, and the Road Commission, and their successors, were appointed to be the St. Clair County Airport Commission;

WHEREAS, the Chairperson of the St. Clair County Airport Commission has appeared before this Board to request his commission be reorganized to include members from the St. Clair County Airport Advisory Committee; and

WHEREAS, this Board believes such a change would revitalize the Airport Commission and better enable it to carry out the operation of the St. Clair County International Airport to the greater benefit of citizens of St. Clair County in general and the users of the Airport in particular.

NOW, THEREFORE, BE IT RESOLVED, that the section of the Resolution of April 18, 1956 designating the Board of Road Commissioners as the public body or board to assume the powers and carry out the duties specified under the State Aeronautics Act, being MCL 259.133, is rescinded; and

THEREFORE, BE IT FURTHER RESOLVED, that effective with the adoption of this Resolution there is created the St. Clair County International Airport Commission and this Board hereby delegates to the St. Clair County International Airport Commission the powers, duties and responsibilities set forth in the State Aeronautics Act, pertaining to the operation of public airports, as specified in MCL 259.133; and

THEREFORE, BE IT FURTHER RESOLVED, that the membership of the St. Clair County International Airport Commission shall consist of the serving members of the Board of Road Commissioners of St. Clair County, as appointed by this Board pursuant to the County Road Law, and two members of the General Public to be appointed by this Board; and

THEREFORE, BE IT FURTHER RESOLVED, that the terms of the members appointed from the General Public shall be for staggered terms of 6 years; and

THEREFORE, BE IT FURTHER RESOLVED, that of the two initial appointments from the membership of the General Public, one shall be for a term of 4 years, and one for a term of 6 years.

DATED: July 23, 1997

Reviewed and Approved by:

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

Lee Martin
Pasquale R. Pecorella
John A. ...
Tim M. ...
Robert ...

MEMO:

from the office of corporation counsel

from: T. K. Morris
to: Don Dodge
subject: Airport Commission
date: 25 June 1997

Don:

I have reviewed the unnumbered resolution of the St. Clair County Board of Supervisors dated April 18, 1956 to determine whether the Board of Commissioners can appoint additional members to the Airport Commission without having to rescind this resolution and recreate the Airport Commission.

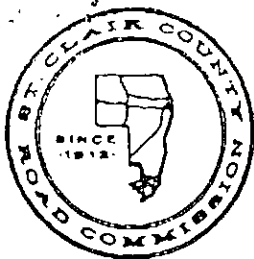
In my opinion they cannot. The 1956 resolution clearly and unambiguously gave the *County Road Commission* all the powers and authority allowed by statute for an Airport Commission. It went on to specify that the members would elect a chairman and would be styled the County Airport Commission. This is consistent with the enabling legislation that allowed vesting the powers allowed in any public board, body, or officer. The Board of Supervisors designated the Road Commission as the public board to operate the County Airport under the Aeronautics Code. The number of Road Commissioners is set by statute and the County Board is without authority to expend or diminish that number.

In order to add members to the Airport Commission it is necessary to rescind the 1956 resolution and pass a new resolution creating a new Airport Commission and specifying the membership of that Commission.

Office of Corporation Counsel
St. Clair County Michigan
Elwood L. Brown

301 County Building
Port Huron, MI 48060

810-985-2400
fax 810-985-2424



ROAD COMMISSION

AIRPORT

PUBLIC WORKS

COUNTY OF ST. CLAIR
21 Airport Drive, St. Clair, Michigan 48079-1404
Phone (810) 364-5720
Fax (810) 364-9050

June 23, 1997

SENT VIA FAX

Donald Dodge, Administrator/Controller
County of St. Clair
201 McMorran Blvd
Port Huron, MI 48060

Re: Formation of St. Clair County Airport Commission

Dear Don;

The St. Clair County Board of Supervisors, by resolution of April 18, 1956, designated the County Road Commission as County Airport Commission pursuant to Section 133 of Act 337 of 1945, the Aeronautics Code (MCLA 259.133).

I hope this information is helpful. If you have any questions, please contact me. My extension number is 209.

Very truly yours,

BOARD OF COUNTY ROAD COMMISSIONERS
COUNTY OF ST. CLAIR

Janet C. Kitamura
Janet C. Kitamura, Secretary

jk

- a) Northwest 1/4 of Northwest 1/4, Section 21
- b) Lots 23-29 inclusive, Doras Subdivision
- c) Parcels 1-3 inclusive, Sunset Subdivision (unrecorded)
- d) Tree cutting rights as needed for minimum glide angle approach to southwest end of airport runway, as extended;

for an estimated cost of \$10,000.00; for the purpose of extending the main Airport runway to the southwest, which is hereby declared to be a public necessity.

Moved by Supervisor Merritt, supported by Supervisor Bower, that the foregoing resolution be received and adopted.

Mr. Wills explained the resolution.

Motion carried by the following vote: Ayes: Barr, Bell, Bellow, Bower, Burch, Chasey, Clyne, Cowby, Dell, Dunamore, Drought, Ellis, FitzGerald, Foxworthy, Gilbert, Hardman, Hartson, Hillock, Hunt, Jones, Kelly, Alvin Kersten, Elmer Kersten, Knill, Langell, Lawrence, Lohr, Merritt, Meyers, Nelson, Osterland, Pearce, Quinlan, Reid, Riddell, Rohr, Root, Schell, Schneider, Smith, Sperry, Springborn, Stockwell, Stoliker, Teaple, Walker, Varron. - 47. Nays: - None.

To the Board of Supervisors:

The Aeronautics Committee unanimously recommends adoption of the resolution attached hereto, as our report.

Wm. S. Merritt, Chairman
 Philip R. Langell
 Arthur Schneider
 Thomas R. Bower
 Stanley Hardman

Whereas a communication has been received from Mr. Robert Bristle, requesting a lease of certain airport property for an aircraft repair business; and

Whereas, such request has previously been denied by the County Airport Committee for the reasons that no satisfactory plan had been submitted by Mr. Bristle for financing and ownership of the building needed for the purpose, and that no need for such additional repair service exists at the present time; and

Whereas, the Aeronautics Committee of this Board has reviewed the matter and finds that the County Airport Committee acted fairly and in the public interest, in denying such request;

Now Therefore it is hereby resolved that Mr. Bristle's request for a lease of a portion of the Airport property for operation of a repair business be denied, without prejudice to submitting a new request to the County Airport Committee in the future, should changed conditions require such additional services.

Moved by Supervisor Merritt, supported by Supervisor Stockwell, that the foregoing resolution be received and adopted. Carried.

April 17, 1956.

Honorable Board of Supervisors
 St. Clair County, Michigan.

Gentlemen:

Your Infirmity Park Committee submits the annexed resolution for your consideration.

Respectfully submitted,

Wallace Hartson
 Wm. T. Root
 Frank J. Lawrence
 Phillip R. Langell
 Oscar Jones
 Alfred Cowby
 Otto Osterland

WEDNESDAY, APRIL 18th, 1956

At a Regular Session of the Board of Supervisors for the County of St. Clair, continued and held in the Supervisor's Room in the County-City Building, Port Huron, Michigan, on Wednesday, April 18th, 1956.

The meeting was called to order by the Chairman, Otto L. Hillock.

On Roll Call the following Supervisors answered to their names: Bell, Barr, Bellow, Bower, Burch, Chasey, Clyno, Cowby, Dell, Dunsmore, Drought, Ellis, Fitzgerald, Foxworthy, Gilbert, Hardman, Hartson, Hillock, Hunt, Jones, Kelly, Alvin Kersten, Elmer Kersten, Knill, Langell, Lawrence, Lohr, Mazon, Merritt, Meyers, Nelson, Osterland, Pearce, Quinlan, Reid, Riddell, Rohr, Root, Schall, Schneider, Smith, Sperry, Springborn, Stockwell, Stollker, Teeple, Walker, Warren. - 48.

Moved by Supervisor Walker, supported by Supervisor Elmer Kersten, that the minutes be considered read. Carried.

The minutes were approved and signed.

Supervisor Elmer Kersten gave a report on the illness of Orville Hiscorner.

Supervisor Foxworthy explained the status of the appointed Supervisors from the City of Marine City.

To the Board of Supervisors:

The Aeronautics Committee unanimously recommends adoption of the resolution attached hereto, as our report.

Wm. S. Merritt, Chairman
Stanley Hardman
Arthur Schneider
James M. Kelly
Theo. R. Bower
Philip R. Longell

RESOLUTION OF THE
BOARD OF SUPERVISORS
OF THE COUNTY OF ST. CLAIR

April 18, 1956

Whereas, by resolution dated October 20, 1944, this Board created the County Airport Committee, and appointed thereto the members of the Board of County Road Commissioners with all the duties, powers and authority conferred by law on such committee, and by the same resolution delegated to the County Airport Committee all the powers conferred by law upon the Board of Supervisors for the general control, supervision, operation, regulation and government of airports and landing fields acquired by this County; and

Whereas, the County Airport Committee was, by Act 90 of 1913, as amended by Act 275 of 1939, given the management, control and expenditure of funds appropriated by this Board for airport purposes, and the duties to (a) hold in trust for the County the title to any real estate acquired for airport purposes, (b) supervise the improvement of any such property and (c) control and care for such airport and landing field property, making rules and regulations respecting use of the same by the public; and

Whereas, the members of the Board of County Road Commissioners have continued to be appointed by this Board to the County Airport Committee, and, as such, have developed the Airport facilities and have successfully operated and managed the same, leased portions thereof to operators and have otherwise successfully performed the foregoing duties imposed upon them by this Board, and by law; and

Whereas, Act 327 of 1945, The Aeronautics Code, by Section 133 thereof, now permits the vesting of such airport powers and duties for the construction, enlargement, improvement, maintenance, equipment, operation and regulation thereof in any board of the County and it is deemed an advantage, under this act to vest such airport powers in the Board of County Road Commissioners, a corporate entity, as such, rather than in the members thereof, as a committee.

NOW THEREFORE, IT IS HEREBY RESOLVED THAT:

1. This Board of Supervisors does hereby delegate to, and vest in, the Board of County Road Commissioners of the County of St. Clair, the powers and duties as set forth by law in Section 133 of the Aeronautics Code, Act 327 of 1945, and in Act 275 of 1939, including power and authority, in accordance with such statutes, for the construction, enlargement, improvement, maintenance, equipment, operation and regulation thereof, to designate an airport manager, to adopt needful rules and regulations for the use of airport properties, and for safeguarding the public, to lease the airport facilities for operation and use, to lease concessions of supplying goods, services and facilities so as not to deprive the public of its rightful, equal and uniform use thereof.

2. The Board of County Road Commissioners when acting with respect to such airport matters shall be styled the County Airport Commission, and shall, as such, elect Chairman.

3. All records and accounts of airport matters shall, as previously, be kept and accounted for separately from road matters, and the County Airport Commission, as such, shall make an annual report to this Board prior to the October session.

Whereas the U.S. Civil Aeronautics Authority and the Michigan Department of Aeronautics have required the County Airport Committee for St. Clair County to acquire additional land as described below, and tree cutting rights on additional land in order to extend the main runway of the St. Clair County Airport in a southwest direction and to provide safe clearance of glide angle for aircraft landing and taking off from that end of the runway; and

Whereas, the U.S. and state governments will not allocate any further funds for development of the airport until such land and tree rights have been acquired; and

Whereas, the County Airport Committee has sufficient funds on hand to acquire such land and tree rights, estimated to cost \$10,000.00;

Now Therefore, Be It Resolved That the County Airport Committee be and it hereby is authorized to purchase, or condemn if necessary, the following described land in St. Clair Township:

- a) Northwest 1/4 of Northwest 1/4, Section 2
- b) Lots 23-29 inclusive Dorcas Subdivision
- c) Parcels 1-3 inclusive Sunset Subdivision (unrecorded)
- d) Tree cutting rights as needed for minimum glide angle approach to southwest end of airport runway, as extended;

for an estimated cost of \$10,000.00, for the purpose of extending the main Airport runway to the southwest, which is hereby declared to be a public necessity.

Moved by Supervisor Merritt, supported by Supervisor Clyne, that the foregoing resolution be received and adopted.

Mr. C. Harold Wills, member of the County Airport Committee, addressed the Board, by request, regarding the said resolution.

Motion carried.

To the Board of Supervisors:

The Aeronautics Committee unanimously recommends adoption of the resolution attached hereto, as our report.

Wm. S. Merritt, Chairman
Stanley Hardman
Arthur Schneider
James M. Kelly
Thomas R. Bower
Philip H. Langell

Whereas the U.S. Civil Aeronautics Authority and the Michigan Department of Aeronautics have required the County Airport Committee for St. Clair County to acquire additional land as described below, and tree cutting rights on additional land in order to extend to main runway of the St. Clair County Airport in a southwest direction and to provide safe clearance of glide angle for aircraft landing and taking off from that end of the runway; and

Whereas, the U.S. and state governments will not allocate any further funds for development of the airport until such land and tree rights have been acquired; and

Whereas, the County Airport Committee has sufficient funds on hand to acquire such land and tree rights, estimated to cost \$10,000.00;

Now Therefore, Be It Resolved That the County Airport Committee be and it hereby is authorized to purchase, or condemn if necessary, the following described land in St. Clair Township:

RESOLUTION 97-34

CREATING ST. CLAIR COUNTY MENTAL HEALTH AUTHORITY
AND PROVIDING FOR ADOPTION OF AN INTERGOVERNMENTAL
AGREEMENT BETWEEN ST. CLAIR COUNTY AND COMMUNITY
MENTAL HEALTH SERVICES BOARD NO LATER THAN
SEPTEMBER 30, 1997

WHEREAS, the St. Clair County Board of Commissioners and the St. Clair County Community Mental Health Services Board are committed to providing excellent Mental Health Services to county residents and that these services are provided in the most efficient and effective manner possible by St. Clair County Community Mental Health; and

WHEREAS, a CMH Authority would possess all of the powers and duties currently possessed by St. Clair County's Community Mental Health Services Program; and

WHEREAS, the County of St. Clair will be exempt from liability for any intentional, negligent or grossly negligent act or omission in the provision of Mental Health Services if a Community Mental Health Authority is established; and

WHEREAS, the County of St. Clair will be exempt from liability or responsibility for the financial affairs or obligations related to the provision of Mental Health Services if a Community Mental Health Authority is established; and

WHEREAS, the County of St. Clair will become assured that local matching funds would not be subject to involuntary increases in the future if a Community Mental Health Authority is established; and

WHEREAS, a CMH Authority could not levy any type of tax or issue any type of bond in its own name or financially obligate any unit of government other than itself; and

WHEREAS, accountability to the community and state of Mental Health Services would rest with the St. Clair Mental Health Authority; and

WHEREAS, accountability to the County of St. Clair shall rest with the St. Clair Mental Health Authority in the form of a regular annual audit, as well as submission of copies of all reviews, reports, notices, or other documentation regarding authority certification, including documentation reflecting corrections of any items of non-compliance.

WHEREAS, a CMH Authority, as a legal public governmental entity separate from the county that establishes it, would possess additional powers not enjoyed by the existing Community Mental Health Services agency, including but not limited to powers to fix and collect charges, rates, rents, fee, and other charges; the power to collect interest; the

power to transfer, divide, or distribute assets, liabilities and contingent liabilities; the power to accept gifts, grants, or bequests and to determine the manner of their use; the power, in its own name, to enter into contracts and agreements, employ staff, acquire, construct, manage, maintain, or operate buildings or improvements, the power to acquire, own, operate, maintain, lease or sell real or personal property; power to incur debts, liabilities, or obligations that are not the debts, liabilities or obligations of the county; the power to commence litigation and defend itself in litigation, and the power to invest funds; and

WHEREAS, a CMH Authority would be responsible for all of its own executive administration, employees, personnel administration, finance, accounting, and management information system functions, and is authorized to discharge these responsibilities through direct staff or by contracting for services; and

WHEREAS, under the CMH Authority form of organization the St. Clair County Board of Commissioners will continue to have a statutory duty to appoint Community Mental Health Board members in compliance with the conditions of the Mental Health Code, and to consider for approval the CMH Authority's annual request for county funds to support the Community Mental Health program, thereby continuing to maintain a meaningful oversight role with respect to the provisions of Community Mental Health Services in St. Clair County; and

WHEREAS, the public's right to be informed of and participate in the affairs of the CMH Authority continues to be protected by the Open Meetings Act and Freedom of Information Act, both of which are binding on CMH Authorities; and

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the St. Clair County Board of Commissioners has determined to continue a Community Mental Health Services Program for St. Clair County; and

BE IT HEREBY FURTHER RESOLVED, that there is created the St. Clair Community Mental Health Authority in accordance with the Michigan Mental Health Code (Public Act No. 258 of 1974, as amended Act 152 of 1996) whose purpose and responsibility is to comply with and carry out the provisions of said Public Act; and

IT IS FURTHER RESOLVED, that the St. Clair County Community Mental Health Services Board with all its assets, debts, obligations and personnel shall become the St. Clair Community Mental Health Authority when it is certified by the Michigan Department of Community Health under 232a of the Mental Health Code; and

BE IT FURTHER RESOLVED, that the St. Clair Community Mental Health Authority shall continue in existence unless and until terminated by a majority vote of either the St. Clair County Board of Commissioners or the St. Clair Community Mental Health Services Authority Board of Directors. Termination of the participation of St. Clair County in the program of the St. Clair Community Mental Health Services Authority may be accomplished by official notification from the St. Clair County Board of Commissioners to the Michigan Department of Community Health, and the effective date of termination shall be one (1) year following the receipt of notification by the Department of Community Health; and in the event there is a notification of an intention to terminate the authority status, both the County of St. Clair and the St. Clair Community Mental Health Authority shall act in good faith until such time as the termination is effective; and

BE IT HEREBY FURTHER RESOLVED, that in the case of the dissolution of the St. Clair Community Mental Health Authority, any net financial assets provided by the St. Clair County Community Mental Health Services Board to the St. Clair Community Mental Health Authority will be returned to the County. All other assets net of liabilities shall be transferred to the St. Clair County Community Mental Health Services program that replaces the Authority; and

IT IS FURTHER RESOLVED, that the St. Clair Community Mental Health Authority is solely responsible for all costs of providing Mental Health Services for all the residents of St. Clair County, including all costs for real or personal property purchased or leased by St. Clair County on behalf of the Community Mental Health Services Board; and

BE IT FURTHER RESOLVED, that the personnel actions necessary to establish the St. Clair Community Mental Health Authority shall be in accordance with Section 205 (2) (e) of the Mental Health Code and that, specifically, all employees who were employed by the St. Clair County Community Mental Health Services at the effective date of this agreement shall be employees of the Authority under the terms and conditions existing immediately prior to inception and that such employees shall not be placed in a worse position by reason of the transfer for a period of one year from the effective date of this agreement with respect to worker's compensation, pension, seniority, wages, sick leave, vacation, health and welfare insurance, or any other benefit that the employees who are transferred shall not by reason of the transfer have their accrued pension benefits or credits diminished; and

BE IT FURTHER RESOLVED, that the St. Clair Community Mental Health Authority assumes and is bound by any collective bargaining agreement in which the St. Clair County Community Mental Health Services Board was a party and that any existing rights and obligations contained in an existing collective bargaining agreement shall be be adversely affected by the agreement; and


BE IT FURTHER RESOLVED, that this enabling resolution shall not be effective until such time as an Intergovernmental Agreement between the St. Clair County Board of Commissioners and the St. Clair County Community Mental Health Services Board has been adopted by each of those bodies no later than September 30, 1997; and


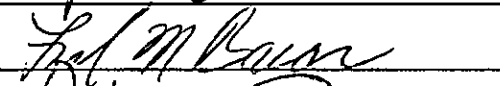

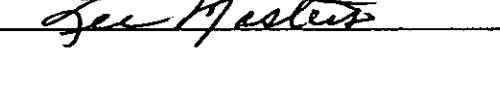
BE IT HEREBY FURTHER RESOLVED, that if any provisions of this enabling resolution conflicts with the Mental Health Code, the Mental Health Code supersedes the conflicting provision; and

BE IT HEREBY FINALLY RESOLVED, that this enabling resolution is effective upon filing with the Secretary of State and County Clerk.

Adopted by the St. Clair County Board of Commissioners on
July 23, 1997.

Reviewed and Approved by:


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

RESOLUTION 97-33

DIRECTING THE ST. CLAIR COUNTY ROAD COMMISSION TO ENTER INTO AN
AGREEMENT WITH THE U.S. ARMY CORPS OF ENGINEERS FOR ADVANCE MEASURES
FLOOD EMERGENCY ASSISTANCE

WHEREAS, the levels of Lake Huron, Lake St. Clair and the St. Clair River have taken a dramatic rise from July 1996 to present, and the resulting potential for a substantial amount of property damage has increased dramatically; and

WHEREAS, emergency flood preparation is needed to combat potential damage by floods and flood waters; and

WHEREAS, the County has exhausted resources available to it for flood emergency preparation to the extent that in order to provide the necessary level of flood protection, it urgently requires flood protection construction materials and technical assistance; and


WHEREAS, the Governor of the State of Michigan has requested assistance from the U.S. Army Corps of Engineers; and


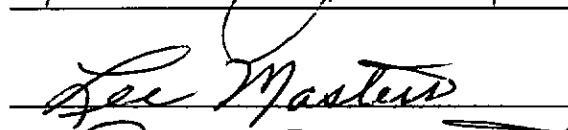

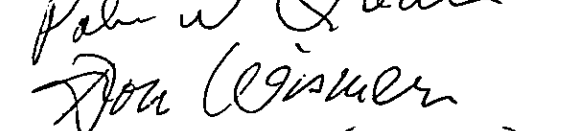
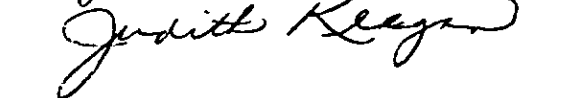

WHEREAS, in accordance to Michigan Compiled Laws, 324.33701, which designates the County Road Commission as the agency entering into agreement with the U.S. Army Corps of Engineers for flood assistance; and

NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners direct the County Road Commission to enter into agreement with the U.S. Army Corps of Engineers for flood construction materials and technical assistance in an effort to protect our communities from property damage as a result of the existing high waters.

DATED: July 16, 1997

Reviewed and Approved by:


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

RESOLUTION TO AMEND COUNTY EMPLOYEES RETIREMENT PLAN
TO GRANT INCREASE TO RETIREES OR BENEFICIARIES

WHEREAS, it has been brought to the attention of the Board of Trustees of the St. Clair County Employees' Retirement System that many retired employees receive a sum so small as to be out of line with today's cost of living; and

WHEREAS, the last increase in retirees' pension occurred in 1994; and

WHEREAS, the Board of Trustees of the St. Clair County Employees' Retirement System on June 17, 1997, has requested the St. Clair County Board of Commissioners to amend the St. Clair County Employees' Retirement Plan in order to make it possible for retiree benefit improvements as follows:

- 1) Effective January 1, 1997
 - A. An increase of 1.5% for all retirees (or beneficiaries) who retired through 1992 whose annual pension is under \$10,000.
 - B. An increase of 1.0% for all retirees (or beneficiaries) who retired through 1992 whose annual pension is \$10,000 and above.
- 2) Effective January 1, 1998
 - A. A Death Benefit Increase from \$3,000.00 to \$3,300.00 for all retirees.
 - B. A \$1.50 per month 65+ payment increase for retirees under 20 years of service (\$14.00 per month total)
 - C. A \$3.50 per month 65+ payment increase for retirees over 20 years of service (\$16.00 per month total)
- 3) Effective January 1, 1999
 - A. An increase of 1.5% for all retirees (or beneficiaries) who retired through 1994 whose annual pension is under \$10,000.
 - B. An increase of 1.0% for all retirees (or beneficiaries) who retired through 1994 whose annual pension is \$10,000 and above.

NOW, THEREFORE BE IT RESOLVED, that the Employees' Retirement Plan be amended so as to permit the following increases:

- 1) Effective January 1, 1997
 - A. An increase of 1.5% for all retirees (or beneficiaries) who retired through 1992 whose annual pension is under \$10,000.
 - B. An increase of 1.0% for all retirees (or beneficiaries) who retired through 1992 whose annual pension is \$10,000 and above.
- 2) Effective January 1, 1998
 - A. A Death Benefit Increase from \$3,000.00 to \$3,300.00 for all retirees.
 - B. A \$1.50 per month 65+ payment increase for retirees under 20 years of service (\$14.00 per month total)
 - C. A \$3.50 per month 65+ payment increase for retirees over 20 years of service (\$16.00 per month total)

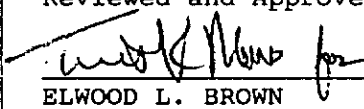
3) Effective January 1, 1999


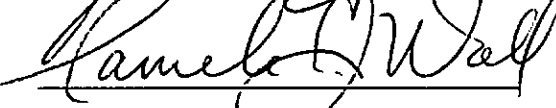

- A. An increase of 1.5% for all retirees (or beneficiaries) who retired through 1994 whose annual pension is under \$10,000.
- B. An increase of 1.0% for all retirees (or beneficiaries) who retired through 1994 whose annual pension is \$10,000 and above.

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

DATED: June 25, 1997

Reviewed and Approved by:


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

RESOLUTION 97-31

RESOLUTION REQUIRING CASH DEPOSIT WITH
APPLICATIONS FOR NEW DRAINAGE DISTRICTS

WHEREAS, Section 280.51 of the Michigan Drain Code of 1956 states that the County Board of Supervisors, by resolution, may instruct the Drain Commissioner to refuse any petition to lay out a drainage district unless a cash deposit, sufficient to cover the preliminary costs, accompanies the application; and

WHEREAS, the code specifies that if the drain is completed the cost advanced shall be returned to the depositor or his personal representative out of the first tax collections on the drain, or if uncompleted, any excess above costs shall be so returned; and

WHEREAS, the engineering costs of laying out a drainage district and making a preliminary design for a drain can be thousands of dollars and the County would have no way of recovering that expense if the petitioners or a Board of Determination decide the project is not necessary.

NOW, THEREFORE, BE IT RESOLVED, that the County Board of Commissioners instructs the County Drain Commissioner to refuse any petition to lay out a drainage district unless a cash deposit, sufficient to cover the preliminary costs, accompanies the application, pursuant to Section 280.51 of the Michigan Drain Code of 1956.

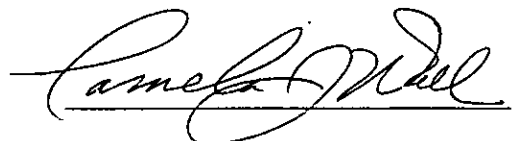
BE IT FURTHER RESOLVED, that all resolutions and parts of resolutions insofar as the same conflict with the provisions of this Resolution, be, and the same are rescinded.


DATED: June 11, 1997

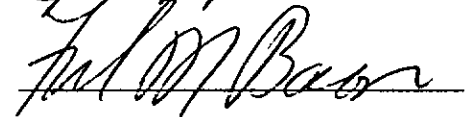
Reviewed and Approved by:



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









County of St. Clair, Michigan

FRED FULLER, DRAIN COMMISSIONER

21 AIRPORT DRIVE, ST. CLAIR, MICHIGAN 48079

Phone (810) 364-5369

Fax: (810) 364-9050

June 2, 1997

Mr. Donald Dodge
Administrator/Controller
201 McMorran Blvd.
Port Huron, MI 48060

Dear Don,

Pursuant to my letters of March 19, April 16, Corporation Counsel's opinion 97-4, and your memo of April 25, here is proposed wording for a resolution:

WHEREAS, Section 280.51 of the Michigan Drain Code of 1956, states that the County Board of Supervisors, by resolution, may instruct the Drain Commissioner to refuse any petition to lay out a drainage district unless a cash deposit, sufficient to cover the preliminary costs, accompanies the application; and

WHEREAS, the code specifies that if the drain is completed, the cost advanced shall be returned to the depositor or his personal representative out of the first tax collections on the drain, or if uncompleted, any excess above costs shall be so returned; and

WHEREAS, the engineering costs of laying out a drainage district and making a preliminary design for a drain can be thousands of dollars and the county would have no way of recovering that expense if the petitioners or a Board of Determination decide the project is not necessary;

NOW THEREFORE BE IT RESOLVED, that the County Board of Commissioners instructs the County Drain Commissioner to refuse any petition to lay out a drainage district unless a cash deposit, sufficient to cover the preliminary costs, accompanies the application, pursuant to Section 280.51 of the Michigan Drain Code of 1956.

Please proceed with this at the next meeting if possible.

Thanks,

Fred Fuller dlw

Fred Fuller
Drain Commissioner

A Government of Service

FF/dlw
Enclosures



OFFICE OF CORPORATION COUNSEL

County of St. Clair, Michigan

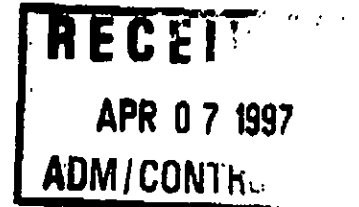
COUNTY BLDG., 201 McMORRAN BLVD., PORT HURON, MI 48060-4080 / 810 985-2400

FAX 985-2424

ELWOOD L. BROWN, CORPORATION COUNSEL

April 4, 1997

St. Clair County
 ATTN: Administrator/Controller
 201 McMorran Blvd.
 Port Huron, MI 48060



RE: Request for Opinion 97-4

Dear Don:

You have asked us to review Drain Commissioner Fuller's request for a resolution from the Board of Commissioners, as provided for in MCL 280.51, instructing him to require a cash deposit with applications for new drainage districts. Mr. Fuller has also asked if such a resolution is necessary if he determines to ask for a deposit, and whether such a resolution would be need for each individual application.

The pertinent part of MCL 280.51 states,

"The board of [commissioners], by resolution, may instruct the drain commissioner to refuse any application to lay out a drainage district unless a cash deposit, sufficient to cover the preliminary costs, accompanies the application."

The section then goes on to specify terms of repayment if the drain is completed, and what should be done if the drain is not determined to be either feasible or necessary.

There appears to be no appellate case evaluating this section. In fact, the most recent case dealing with the predecessor statute (CL 1897, § 4319) appears to be *Gable v Deal*, 161 Mich 343 (1910), wherein the defendant was attempting to avoid paying his share of the costs associated with a petition for a drain that was dismissed. Section 4319 of the Compiled Laws of 1897 appears to have simply provided that the applicants would be liable for all preliminary costs and expenses in case the drain commissioner determined the drain was unnecessary or impractical.

Apparently, under the prior drain code, if an application (or petition, as it seems to have been called) for a drain was found to be unnecessary or impractical, the County had to collect the money expended in making that determination from the applicants. One can see where an unsuccessful applicant might be re-

RE: Request for Opinion 97-4

April 4, 1997

Page 2

luctant to reimburse the County for something he was not going to get. If this is a correct reading of the predecessor statute, and the problems that could arise, the change in the current version would make sense. Given the number of cases that seem to have made their way to the Supreme Court in the early years of this century, I suspect a fair number of failed applicants managed to escape liability altogether. Note that in the current drain code there is no similar provision for recovery of the costs associated with an unsuccessful application for a new drainage district.

The current section allows the County Board, who would otherwise be liable, the option of requiring a cash deposit sufficient to cover the initial costs. I do not think the drain commissioner can impose this on his own. If he could, there would be little reason to provide for such a resolution by the County Board. Indeed, the following section of the code, MCL 280.52, states, "Upon filing of such application for a new drainage district, the commissioner shall immediately cause a survey to be made. . . ." (Emphasis added.) As we have noted previously (see Corporation Counsel Opinion 97-7), most of the duties of the drain commissioner are set out in mandatory language. When an application for a drain district is received, and he determines that it meets the statutory criteria for validity, the drain commissioner must initiate the procedure to determine if the drain is necessary and feasible.

Therefore, as to Mr. Fuller's first question, may he impose such a deposit without a resolution by the County Board, my answer is "No," I have been unable to find any authority that would allow the drain commissioner, on his own, to impose such a deposit.

As to Mr. Fuller's second question, would such a resolution be needed for each application, my answer is "No," as the language of MCL 280.51 provides that the resolution may instruct the drain commissioner to "refuse any application. . . unless a cash deposit, sufficient to cover the preliminary costs, accompanies the application." (Emphasis added.)

Turning to your implied question, is such a resolution necessary, I tend to think it is unless the Board is willing to bear the costs, via the drain commission's budget, for the initial surveys and determinations of any new drainage district. Mr. Fuller indicates that his predecessor (Ms. Eveningred, and probably Mr. Donahue) routinely asked for such a deposit. I have no reason to believe they did anything else, given the costs of the required survey. I suspect that sometime in the past, possibly the quite distant past, a previous county board did, in fact, pass such a resolution. However, if the current board wishes to

RE: Request for Opinion 97-4

April 4, 1997

Page 3

cover all the possibilities, it would not be unreasonable to pass a new resolution, just to make sure.

If you have any further questions, please contact me at your convenience.

Respectfully yours,

Elwood L. Brown
Corporation Counsel



By: Timothy K. Morris
Assistant Corporation Counsel

275-1

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County of St. Clair, Michigan

FRED FULLER, DRAIN COMMISSIONER
21 AIRPORT DRIVE, ST. CLAIR, MICHIGAN 48079

Phone (810) 364-5369
Fax: (810) 364-8050

March 19, 1997

Mr. Donald Dodge
Administrator/Controller
201 McMorran Blvd.
Port Huron, MI 48060

Dear Don,

I have several applications pending to lay out new drainage districts to solve present drainage problems - for instance in Marysville, and in St. Clair Township in the Blue River Gardens Subdivision.

In Chapter 3, Section 280.51, of the Drain Code of 1956, (see highlighted attachment) it speaks of a resolution by the County Board pertaining to a cash deposit for preliminary survey work.

I think it would only be prudent to ask for such a deposit, since if a new drain is eventually determined not to be necessary, the county would otherwise be out that money. My predecessor asked for that deposit and I am telling petitioners that will probably be necessary, but we are not aware in this office that the Board has ever passed such a resolution.

I'd like to ask that the Board consider this as soon as possible, if it has not already been done. Furthermore, could you get corporation counsel's opinion as to whether this resolution is necessary before I require a deposit and/or whether such a resolution pertains to individual applications or if one resolution would cover all such applications.

Sincerely,

Fred Fuller
Drain Commissioner

FF/dlw

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general fund. The county board of commissioners may waive the reimbursement for emergency work not exceeding \$800.00 performed on any 1 drain during the course of 1 year.

History: Add. 1976, Act 337, Imd. Eff. Dec. 15, 1976;—Am. 1980, Act 121, Imd. Eff. May 21, 1980;—Am. 1982, Act 356, Imd. Eff. Dec. 21, 1982.

CHAPTER 3. COUNTY DRAINAGE DISTRICTS.

280.51 County drainage districts; application, signers, eligibility, sufficiency; deposit for costs.

Sec. 51. Before a commissioner takes any action on any application to locate, establish and construct any drain, there shall first be filed with him an application to lay out and designate a drainage district with reference to a proposed drain therein; such application shall tentatively describe the location and route of such proposed drain. The application shall be signed by not less than 10 freeholders of the township or townships in which such proposed drain or the proposed lands to be drained thereby may be situated: Provided, That 5 or more of said signers shall be the owners of land liable to an assessment for the construction of such proposed drain: Provided further, If it shall appear to the drain commissioner on filing an application to lay out and designate a drainage district that said district might not include 20 freeholders whose lands would be liable for such assessment, in such case such application shall be received if any one of the signers is a freeholder liable to an assessment for the construction of such proposed drain. The eligibility of the signers to such application shall be determined by the drain commissioner according to their interest of record in the office of the register of deeds, in the probate court or in the circuit court of the county in which such lands are situated at the time such application is filed. The board of supervisors, by resolution, may instruct the drain commissioner to refuse any application to lay out a drainage district unless a cash deposit, sufficient to cover the preliminary costs, accompanies the application. If the drain is completed, the cost advanced shall be returned to the depositor or his personal representative out of the first tax collections on the drain. If uncompleted, any excess above costs shall be so returned. In lieu of an application signed by freeholders as aforesaid, such an application may be signed solely by the board of health of the county if the proposed drain is necessary for the public health of any part of the county, or may be signed solely by any city, village or township when duly authorized by its governing body, if the proposed drain is necessary for the public health of such municipality and if such municipality will be liable for an assessment at large against it for a percentage of the cost of the proposed drain. The entry of an order designating a drainage district, as hereinafter provided, shall be deemed a determination of the sufficiency of such application.

History: 1956, Act 40, Imd. Eff. Mar. 28, 1956;—Am. 1957, Act 119, Imd. Eff. May 24, 1957.

280.52 County drainage districts; practicability of drainage; survey, determination; tax delinquency.

Sec. 52. Upon filing of such application for a new drainage district, the commissioner shall immediately cause a survey to be made by a competent surveyor or engineer to determine the area which would be drained by the proposed drain, and the route and type of construction of the drain or drains most serviceable for that

RESOLUTION 97-30

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 a 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

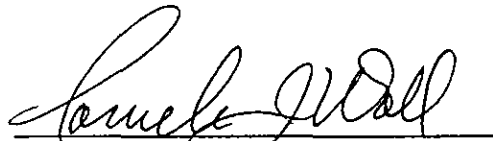
3. That the said Sheriff shall conduct such public sale and shall deposit the proceeds of the sale, after deducting the cost of the sale, together with any other money included in the notice, with the County Treasurer to the credit of the County general fund.

DATED; May 28, 1997

Reviewed and Approved by:



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







1997 SHERIFF'S AUCTION
RECOVERED/UNCLAIMED MERCHANDISE

1.	PAPER CUTTER
2.	GAS BLOWER-CRAFTSMAN
3.	CIRCULAR SAW-MIKITA
4.	WALKIE TALKIE-REALISTIC
5.	SCANNER-HAND HELD-REALISTIC
6.	BRIEFCASE
7.	35mm CAMERA-YASHEKA
8.	PORTABLE LIGHT-RAYOVAC
9.	LIONS BAG OF TOYS
10.	OUTDOOR SHOES-BASS
11.	FILA ATHLETIC SHOES
12.	BASS BLACK BOOTS
13.	SPEAKERS-KENWOOD; 2
14.	VHS VCR
15.	CAMCORDER-RCA
16.	TV-PANASONIC
17.	AIRHOSE
18.	EXTENSION CORD
19.	TOOL BOX (RED)
20.	STERO SYSTEM-KENWOOD
21.	PORTABLE CIRCULAR SAW
22.	ELECTRIC EDGER-BLACK & DECKER
23.	CASH REGISTER-CASIO
24.	ORANGE BAG W/BLACK TENNIS SHOES
25.	HAIR DRYER-JC PENNEY
26.	EQUALIZER W/ 2 SPEAKERS
27.	VCR PLAYER-TOTE VISISON
28.	EASA PHONE-PANASONIC
29.	BLUE HYDRO PLANE BOAT (TOY)
30.	CIRCULAR SAW-BLACK & DECKER
31.	3/8 ELECTRIC DRILL-BLACK & DECKER
32.	BATTERY DRILL-BLACK & DECKER
33.	GEAR PULLER
34.	SUPER PRO SPEAKERS (2)
35.	AMERICAN HARVEST JET-STREAM OVEN
36.	INFANT FLOOR GYM
37.	TEDDY TOUCH AND TELL
38.	DISNEY TAPE (VHS)
39.	L. A. ROCK AM/FM/ WALKMAN
40.	DISNEY MERMAID TAPE
41.	WIPE OUT (GAME)
42.	MR. MOUTH FROG GAME
43.	ARCHE COMPUTER W/MONITOR/PRINTER
44.	CAR RADIO-JVC
45.	CREWLINE SOCKET SET
46.	DON GISS BASEBALL CARD SET
47.	VCR-MAGNAVOX
48.	2 AIR PAINT SPRAY GUNS
49.	CONTAINER OF CASSETTE TAPES (BLANK)
50.	4 NINTENDO GAMES
51.	ORANGE CONTAINER OF CASSETTE TAPES

1997 SHERIFF'S AUCTION
RECOVERED/UNCLAIMED MERCHANDISE

52.	RADAR DETECTOR-COBRA
53.	5 ASSORTED VCR TAPES
54.	SET OF SMALL SPEAKERS
55.	STACK OF SEGA CD's
56.	RADAR DETECTOR-UNIDEN
57.	CELLULAR PHONE
58.	SET OF GOLF CLUBS
59.	CAM-CORDER-SONY TRINICON
60.	CRAIG CAR RADIO
61.	CAR RADIO
62.	LEATHER JACKET
63.	BASEBALL BAT
64.	BAG-2 CAMERAS, VIDEO GAME, RULER VIDEO CAMERA SOUND
65.	CAR PHONE W/POWER CORD
66.	FLIP PHONE-MOTOROLA
67.	BEAR CAT HAND HLED SCANNER-UNIDEN
68.	5 CD's
69.	5 CD's
70.	5 CD's
71.	5 CD's
72.	CASSETTE TAPES (9)
73.	TV-MAGNOVOX
74.	NINTENDO GAME
75.	6 BOXES OF BASEBALL CARDS
76.	ANSWERING MACHINE-RADIO SHACK
77.	7 NINTENDO GAMES
78.	5 CD's
79.	5 CD's
80.	2 DOUBLE CD SETS
81.	BEER STEIN
82.	BEER STEIN
83.	BEER STEIN
84.	BEER STEIN
85.	BEER STEIN
86.	BEER STEIN
87.	BEER STEIN
88.	GARBAGE DISPOSAL
89.	BOW W/ARROWS-STANDARD HUNTER RECURVE
90.	RECURVE BOW-BLACK PANTHERS
91.	COMPOUND BOW W/ARROWS-FALCON
92.	COMPOUND BOW W/ARROWS-STALKER
93.	COMPOUND BOW AND CASE W/ARROWS-AMERICAN ARCHERY
94.	PANT AND SHIRT
95.	REMINGTON CHAIN SAW
96.	COLEMAN COOLER
97.	PASLODE STAPLER
98.	REALISTIC CB W/CAR RADIO
99.	CAR RADIO-PREMIER PIONEER
100.	HOLSTERS-BOX OF LEATHER
101.	TV-RCA
102.	BLUE MUSICAL JEWELRY BOX

1997 SHERIFF'S AUCTION
RECOVERED/UNCLAIMED MERCHANDISE

103.	WOODEN JEWELRY BOX
104.	BROWN BASS BOOTS SIZE 9 1/2
105.	SUPER NINTENDO ENTERTAINMENT SYSTEM
106.	BROWN BASS SHOES SIZE 9
107.	4 SHORT SLEEVE SHIRTS; 1 PAIR JEANS
108.	2 PAIRS PANTS & 1 LEATHER BELT
109.	1 PAIR JEANS & 1 BROWN LEATHER BELT
110.	LAST BEAR COOKIE TIN
111.	CHRISTMAS BEAR TREE ORNAMENT
112.	CORDLESS PHONE-SOUTHWESTERN BELL
113.	PHONE-AT&T #1870
114.	PHONE WHITE-"KEY"
115.	TV-SONY WATCHMAN
116.	YELLOW EXTENSION CORD
117.	PLAYSCHOOL SOUNDS AROUND
118.	PLAYSCHOOL TWINKLE TOTS
119.	LIL MISS CANDY STRIPE DOLL
120.	4 VIDEO TAPES
121.	3 PAIRS PANTS & 1 SHIRT
122.	PHONE-CORDLESS BELL SOUTH MINI
123.	2 VIDEO TAPES
124.	SCANNER-REALISTIC HANDHELD
125.	SPOT LIGHT-COLEMAN NIGHT SHIFT
126.	3 SHIRTS
127.	BLACK BAG W/12 CD's AND 6 CASSETTES
128.	BROWN CAMERA BAG W/CAMERA LAHICA MAT
129.	IBM PRO PRINTERS
130.	BELL AND HOWELL SOUND SYSTEM
131.	PHOTO ENLARGER
132.	SHARP BOOM BOX
133.	SR2000 BOOM BOX
134.	POLOROID MUG SHOT CAMERA
135.	HEX AQUARIUM
136.	BOTSWORTH STAPLE GUN
137.	PLANO GRAY TACKLE BOX
138.	2 SONY SPEAKERS
139.	G. E. PHONE
140.	IBM ELECTRIC TYPEWRITER
141.	ORANGE MENS 10 SPEED
142.	CANON AP800 TYPEWRITER
143.	IBM PRO PRINTER
144.	CANON AP250 TYPEWRITER
145.	HUFFY MOUNTAIN BIKE (SANTE FE)
146.	ORANGE TOOL BOX
147.	59006 AIR COMPRESSOR (SMALL)
148.	BSI TYPEWRITER
149.	IBM ELECTRIC TYPEWRITER
150.	IBM ELECTRIC TYPEWRITER
151.	STEREO RECEIVER 8080
152.	HEWLETT PACKARD LASER JET PRINTER
153.	RCA VIDEO MONITOR

1997 SHERIFF'S AUCTION
RECOVERED/UNCLAIMED MERCHANDISE

154.	EDSON PRINTER
155.	CI 3500 PRINTER
156.	EDSON LQ500 PRINTER
157.	IBM PRINTER
158.	PANASONIC KX1124 PRINTER
159.	IBM PRINTER
160.	JVC CASSETE PLAYER DUO
161.	RICOH FAX

REGARDING BEHAVIORAL MENTAL HEALTH CARE SERVICES

WHEREAS, counties and community mental health boards have been partners in the delivery of mental health services since 1963; and

WHEREAS, the State of Michigan's Department of Community Health is designing managed care approaches for medicaid primary and behavioral health care programs with a behavioral health carve out; and

WHEREAS, for public mental health systems to work there must be local accountability, local control and local ability to individualize and customize care on a community basis in order to network with other community resources; and

WHEREAS, the CMH System has proven its ability to manage care through full management and its successful performance in gatekeeping the Medicaid psychiatric inpatient program; and

WHEREAS, the emphasis on the DCH plan on population size and the plan to contract out behavioral care services would threaten local accountability, local control and local ability to individualize and customize care on a community basis; and

WHEREAS, the merits of managed care behavioral health approach will be considered by the Legislature during its review of the 1997-98 Department of Community Health budget;

THEREFORE, BE IT RESOLVED that the St. Clair County Board of Commissioners supports the behavioral carve out as along-term strategy for the delivery of mental health services in Michigan which will preserve Medicaid funds for the Mental Health Code identified priority populations; and

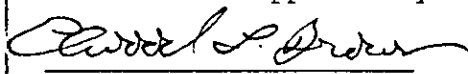
BE IT FURTHER RESOLVED, that the St. Clair County Board of Commissioners supports retaining the locally based CMH service system because it maintains local control and local accountability as well as retains applicability of the Open Meetings and the Freedom of Information Acts; and

BE IT FURTHER RESOLVED, that this Board of Commissioners wishes to communicate to the Governor and members of the 89th Legislature that the public mental health system must be preserved as an individual community service under local county control with the ability to customize programs as needs arise in order to remain a safety net as intended by the Mental Health Code.

BE IT FURTHER RESOLVED, that this Resolution be forwarded to Governor John Engler, Department of Community Health Director James Haveman, Senator Dan DeGrow, Representatives Karen Willard and Terry London, and Michigan Association of Counties.

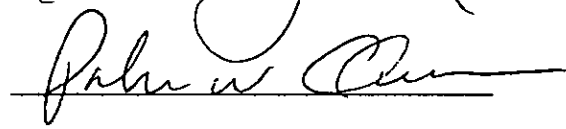
Dated: May 28, 1997

Reviewed and Approved by:



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







RESOLUTION 97-27

RESOLUTION TO ESTABLISH A TRANSPORTATION STUDY
WITH FUNDING FROM THE FEDERAL HIGHWAY
ADMINISTRATION

WHEREAS, St. Clair County has participated in the Port Huron Urbanized Transportation Study and the St. Clair County Transportation Study; and

WHEREAS, St. Clair County wishes to continue their involvement in transportation planning county wide.

NOW, THEREFORE, BE IT RESOLVED, that St. Clair County agrees to participate in the Federal Highway Administration Planning Program and to receive the granted funds as passed through by the Michigan Department of Transportation and the Southeast Michigan Council of Governments.

BE IT FURTHER RESOLVED, that the St. Clair County Board of Commissioners designates the St. Clair County Metropolitan Planning Commission to administer and manage those funds as required by the Federal Highway Administration (23 CFR 450 and 49 CFR 613).


BE IT FURTHER RESOLVED, that this action supersedes all previous resolutions pertaining to transportation planning study or programs.

DATED: May 28, 1997

Reviewed and Approved by:



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





METROPOLITAN PLANNING COMMISSION

County of St. Clair, Michigan

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

MEMO

To: Donald Dodge, Administrator/Controller
From: Gordon Ruttan, Planning Director *GR*
Subject: St. Clair County Transportation Study Reorganization
Date: May 1, 1997

As you are well aware, the subject of SCCOTS' reorganization has been a topic of concern over the last several months. At the last Public Works/Environmental Affairs Committee meeting, April 2, 1997, I discussed this issue with the commissioners and told them I would be making a recommendation to them at their May 7, 1997, meeting.

The attached draft resolution represents the continuation of dialogue between our offices, Corporation Counsel, SEMCOG, and MDOT. It provides for an improved administration and accounting system and yet maintains the existing technical and policy committees of SCCOTS.

With the county as grantee and the Metropolitan Planning Commission as the designated administrator of the program, it would require the Metropolitan Planning Commission to be responsible for the financial management of the program while still allowing the appointed SCCOTS county representatives to make work program and other policy decisions.

It is a solution that I am confident will be successful. If you have any questions, I would be happy to discuss them with you.

A Government of Service



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RESOLUTION 97-28

OPPOSING THE DISSOLUTION OF THE
STATE FIRE MARSHALL'S DIVISION

WHEREAS, Executive Order No. 1997-2 proposed an Executive Reorganization of the Fire Marshall's Division from the Michigan Department of State Police to the Michigan Department of Consumer and Industry Services, Michigan Department of Environmental Quality; and

WHEREAS, the Fire Marshall's Division currently handles the state mandated annual fire inspections for colleges, adult foster care, elementary schools, day care and hospital facilities; and

WHEREAS, Life Safety and NFPA (National Fire Protection Association) Codes are key code enforcement manuals that this County enforces and without the continued support of the State Police Fire Marshall's Division, this County would suffer a major setback on enforcement and code compliance; and

WHEREAS, the dissolution of Fire Marshall Division from the Office of State Police would be a serious detriment to the local Fire Departments because of under staffing, untrained personnel, budget restraints and liability and enforcement.

WHEREAS, after a rally at the State Capital the House Appropriations Committee took action to draft legislation to disapprove the executive order.


NOW, THEREFORE, BE IT RESOLVED, that the County of St. Clair officially opposes the dissolution of the Office of the State Police Fire Marshall Division because of the tremendous impact that it would have on this community in code enforcement, state of emergency assistance, strict enforcement of fire codes for hospitals, colleges, schools, and adult foster care as well as our senior citizens, and forward a copy of this Resolution to Governor John Engler, Senator Dan DeGrow, Representatives Terry London and Karen Willard, and the Michigan Association of Counties.

DATED: May 14, 1997

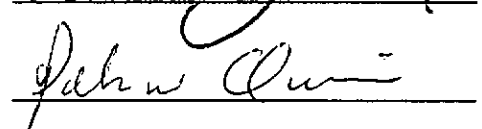
Reviewed and Approved by:



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







RESOLUTION 97-26

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 6th day of May, 1997, 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 1996 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 land 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, provided that any municipality may, before the first Tuesday of November, 1997, 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 6, 1997, 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.

2. That the St. Clair County Treasurer be hereby authorized to act as representative and agent of the Board of Commissioners of St. Clair County to officially advise the Department of Natural Resources of the legal description of land upon which application has been made to pay tax prior to the first Tuesday in November (under the provisions of Section 131c and 131e) and request that said lands be withheld from sale in accordance with provisions of this Resolution.
3. That all resolutions and parts of resolutions insofar as the same conflict with the provisions of this Resolution, be, and the same are rescinded.

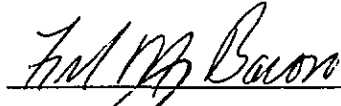
DATED: May 14, 1997


Reviewed and Approved by:



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







AMENDING RESOLUTION 96-6 APPROVING COOPERATIVE REIMBURSEMENT
IV-D PROGRAM FOR THE ST. CLAIR COUNTY FRIEND OF THE COURT

WHEREAS, the Michigan Department of Social Services and the County of St. Clair on February 28, 1996 entered into a "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; and

WHEREAS, the Department of Social Services of the State of Michigan, designated the Family Independence Agency by Act 223, PA 1995 (hereinafter referred to as the "Agency") entered into a contractual Agreement effective January 1, 1995, with the County of St. Clair (hereinafter referred to as "Contractor"), for the provision of certain services as set forth therein; and

WHEREAS, it is mutually desirable to the Agency and to the Contractor to amend this Agreement.

NOW, THEREFORE, BE IT RESOLVED THAT: in consideration of the mutual promises hereinabove and hereinafter contained, the parties agree to the following amendments of said Agreement:

Article I. 1. On Page One (1) and Page Fourteen (14) Section III., Paragraph D, the total dollar amount of the Agreement shall be increased as follows: The amount of this Agreement, as appropriated by the Contractor for funding year January 1, 1996 through December 31, 1996, shall be increased by \$15,826.00 to a new total of \$1,704,960.00.

2. The amount added by this Amendment shall be restricted to expenditures from January 1, 1996 through December 31, 1996. The Agency shall reimburse an amount up to the state's share of actual expenditures as reflected in the attached revised Cooperative Reimbursement Budget which is made a part of this Amendment.

3. An amended Cooperative Reimbursement Contract Application, mutually approved, shall reflect all changes and be included by reference as a part of this Amendment.

4. This amendment, effective January 1, 1996 shall be attached to the Agreement and made a part thereof.

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

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.

DATED: May 14, 1997

Don Wisner

Reviewed and Approved by:

Elwood L. Brown

Fred M. Baw

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

Gene Masters

STATE OF MICHIGAN
FAMILY INDEPENDENCE AGENCY
1996 FUNDING YEAR
AMENDMENT #1

WHEREAS, the Department of Social Services of the State of Michigan, designated the Family Independence Agency by Act 223, PA 1995, (hereinafter referred to as the "Agency") entered into a contractual Agreement effective January 1, 1996, with the County of St. Clair (hereinafter referred to as "Contractor"), for the provision of certain services as set forth therein; and,

WHEREAS, it is mutually desirable to the Agency and to the Contractor to amend this Agreement.

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

ARTICLE I

On Page One (1) and Page Fourteen (14), Section III., Paragraph D., the total dollar amount of the Agreement shall be increased as follows:

The amount of this Agreement, as appropriated by the Contractor for funding year January 1, 1996 through December 31, 1996, shall be increased by \$15,826.00 to a new total of \$1,704,960.00.

The amount added by this Amendment shall be restricted to expenditures from January 1, 1996 through December 31, 1996. The Agency shall reimburse an amount up to the state's share of actual expenditures as reflected in the attached revised Cooperative Reimbursement Budget which is made a part of this Amendment.

An amended Cooperative Reimbursement Contract Application, mutually approved, shall reflect all changes and be included by reference as a part of this Amendment.

This Amendment, effective January 1, 1996, shall be attached to the Agreement and made a part thereof.

FOR THE COUNTY OF ST. CLAIR

Signed _____ Date _____
Chief Circuit Judge

Signed _____ Date _____
Chairperson, County Board of Commissioners

Witness _____ Date _____

FOR THE FAMILY INDEPENDENCE AGENCY

Signed _____ Date _____
Marva Livingston Hammons, Director

Witness _____ Date _____

IV-D COOPERATIVE REIMBURSEMENT CONTRACT

Provider Type FOC	County Number 74
-----------------------------	----------------------------

A. CONTRACT DESCRIPTION

1. COUNTY
2. PROVIDER
3. FUNDING YEAR

ST. CLAIR
FOC
1996

4. AMENDMENT
5. LINE ITEM TRANSFER

X

BUDGET

COLUMN I	COLUMN II CURRENT 1996 IV-D BUDGET	COLUMN III ADJUSTEMENT TO IV-D BUDGET	COLUMN IV REVISED 1996 IV-D BUDGET	COLUMN V TOTAL PROVIDER EXPENDITURES
B. ALLOCATION FACTORS				
1. FTE POSITIONS	33.83	1.43	35.26	36.50
a) ENFORCEMENT	32.33	1.23	33.56	
b) PARENTING TIME & CUSTODY	1.5	0.06	1.56	
2. % OF FTE's	92.69%	3.90%	96.59%	100%
a) ENFORCEMENT	88.58%	3.37%	91.95%	
b) PARENTING TIME & CUSTODY	4.11%	0.16%	4.27%	
3. CASELOAD %	92.69%	3.90%	96.59%	100%
C. IV-D BUDGET CATEGORIES				
1. PERSONNEL	\$ 1,464,223.00	\$ 33,461.00	\$ 1,497,684.00	\$ 1,566,261.00
a) ENFORCEMENT	\$ 1,399,302.00	\$ 31,951.00	\$ 1,431,253.00	
b) PARENTING TIME & CUSTODY	\$ 64,921.00	\$ 1,510.00	\$ 66,431.00	
2. DATA PROCESSING	\$ 53,599.00	\$ 2,015.00	\$ 55,614.00	\$ 58,134.00
a) ENFORCEMENT	\$ 53,599.00	\$ 2,015.00	\$ 55,614.00	
b) PARENTING TIME & CUSTODY				
3. OTHER DIRECT	\$ 163,208.00	\$ (13,683.00)	\$ 149,525.00	\$ 156,281.00
a) ENFORCEMENT	\$ 155,972.00	\$ (13,079.00)	\$ 142,893.00	
b) PARENTING TIME & CUSTODY	\$ 7,236.00	\$ (604.00)	\$ 6,632.00	
4. CENTRAL SERVICES	\$ 154,550.00	\$ 4,904.00	\$ 159,454.00	\$ 166,743.00
a) ENFORCEMENT	\$ 147,697.00	\$ 4,684.00	\$ 152,381.00	
b) PARENTING TIME & CUSTODY	\$ 6,853.00	\$ 220.00	\$ 7,073.00	
5. PARENTAGE TESTING	\$ -	\$ -	\$ -	\$ -
6. TOTAL BUDGET	\$ 1,835,580.00	\$ 26,697.00	\$ 1,862,277.00	\$ 1,947,419.00
a) ENFORCEMENT	\$ 1,756,570.00	\$ 25,571.00	\$ 1,782,141.00	
b) PARENTING TIME & CUSTODY	\$ 79,010.00	\$ 1,126.00	\$ 80,136.00	
7. SERVICE FEES	\$ (129,762.00)	\$ (10,905.00)	\$ (140,667.00)	\$ (147,082.00)
8. MEDIATION FEES	\$ (16,684.00)	\$ 34.00	\$ (16,650.00)	\$ (17,397.53)
9. OTHER INCOME (describe)	\$ -	\$ -	\$ -	\$ -
10. NET BUDGET	\$ 1,689,134.00	\$ 15,826.00	\$ 1,704,960.00	\$ 1,782,939.47
a) ENFORCEMENT	\$ 1,626,808.00	\$ 14,666.00	\$ 1,641,474.00	
b) PARENTING TIME & CUSTODY	\$ 62,326.00	\$ 1,160.00	\$ 63,486.00	
11. COUNTY SHARE (\$)	\$ 445,048.00	\$ 5,381.00	\$ 450,429.00	
12. COUNTY SHARE (%)	26.35%	34.00%	26.42%	
13. STATE SHARE (\$)	\$ 1,244,086.00	\$ 10,445.00	\$ 1,254,531.00	
14. STATE SHARE (%)	73.65%	66.00%	73.58%	
15. COUNTY SHARE OF #5	\$ -	\$ -	\$ -	
16. TOTAL STATE SHARE	\$ 1,244,086.00	\$ 10,445.00	\$ 1,254,531.00	

RESOLUTION

TITLE IV-D COOPERATIVE REIMBURSEMENT AGREEMENT

The Friend of the Court/Prosecuting Attorney has received approval of a Title IV-D Cooperative Reimbursement Agreement with the Family Independence Agency beginning January 1, 1996, and ending December 31, 1996.

BE IT RESOLVED THAT:

- 1) The Family Independence Agency Title IV-D Cooperative Agreement, be and hereby is Approved in its entirety; and
- 2) The Chairperson of the County Board of Commissioners is hereby authorized to execute said Agreement on behalf of the County Board of Commissioners.

Date

Board of Commissioners Chairperson (Signature)

Date

Clerk of the County (Signature)

County Name and Program Provider (FOC or PA)

County of St. Clair
County of St. Clair, State of Michigan

RESOLUTION APPROVING DISTRICT LIBRARY AGREEMENT

Minutes of a Regular meeting of the County Board of the County of St. Clair (the "County"), County of St. Clair, Michigan, held at the 23rd on April, 1997, at 7:30 o'clock p.m. prevailing Eastern time.

PRESENT: Commissioners Pat Acciavatti, Frank Bacon, Lee Masters, Pat Quain, Pam Wall, Don Wismer, Judy Keegan -7

ABSENT: None

The following preamble and resolution were offered by Member Waldman and supported by Member Quain.

WHEREAS, pursuant to Act 24 of the Michigan Public Acts of 1989 ("Act 24") a District Library Agreement has been presented to the County substantially in the form on file with the County Clerk (the "Agreement") for the purpose of establishing a district library to be known as the Blue Water District Library (the "District Library"); and

WHEREAS, pursuant to Act 24, if approved by the County Board, the City Councils of the Cities of Algonac, Port Huron and Yale (the "Cities") will be presented the Agreement and will have the opportunity to review the Agreement and enter into the Agreement; and

WHEREAS, as required by Act 24, the governing body of the public library currently located in the proposed district of the District Library, namely, the County Library Board has reviewed the Agreement and either has approved or is expected shortly to approve entry into the Agreement; and

WHEREAS, prior to establishment of the District Library under Act 24 it is necessary for the County Board of the County to consider and approve the Agreement; and

WHEREAS, pursuant to the Agreement, the County Board must appoint 3 individuals to serve on the District Library Board of Trustees; and

WHEREAS, in the event only one or two of the Cities approves the Agreement, the County will be required to appoint an additional 1 or 2 individuals to serve on the District Library Board of Trustees.

NOW THEREFORE, BE IT RESOLVED THAT:

-1. The County hereby determines that it is necessary and for the best interests of the public to establish the District Library pursuant to Act 24.

2. The County Board hereby expressly approves the Agreement and hereby authorizes the Chairperson and the Clerk, or either of them, to execute and deliver the Agreement and any certificates or other documents necessary to accomplish the transfer to the District Library all assets of the County which are described in the Agreement and which are required by the Agreement to be transferred to the District Library, if any, and to execute and deliver any other certificates or documents as may be required by the Library of Michigan.

3. The County hereby appoints the following individuals to serve on the Library Board for the terms indicated:

<u>Nancy Augustyniak</u>	Term ending <u>Dec. 1998</u>
<u>Dr. Fred Nowland</u>	Term ending <u>Dec. 1999</u>
<u>Helen Wheeler</u>	Term ending <u>Dec. 1997</u>

4. This Resolution shall be immediately effective, except that the obligation of the County to enter into the Agreement shall not be effective until and unless at least two other Participating Municipalities approve the Agreement by June 1, 1997. If one of the Cities does not approve the Agreement by that date, the County shall appoint a member or members from the area of the County represented by that City, and the form of the Agreement shall be revised to reflect the names of the Participating Municipalities and the additional number of members to be appointed by the County.

5. All resolutions and parts of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

AYES: Commissioner Acciavatti, Bacon, Quain, Wall, Keegan - 5

NAYS: Commissioner Masters, Wismer - 2

RESOLUTION DECLARED ADOPTED.

DATED: April 23, 1997

REVIEWED AND APPROVED BY:

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

Clerk
Fred M. Bacon
James J. Wall

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the County Board of the County of St. Clair, Michigan, at a Regular meeting held at the 23rd on April, 1997, 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, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Open Meetings Act.

Clerk

LAFSI\51874.1\107252-00001

DISTRICT LIBRARY AGREEMENT

THIS DISTRICT LIBRARY AGREEMENT is entered into as of the first day of June, 1997 (the "Effective Date of the Agreement"), by and between the County of St. Clair (the "County"), the City of Port Huron ("Port Huron"), the City of Algonac ("Algonac") and the City of Yale ("Yale") pursuant to the District Library Establishment Act (MCL 397.171 et seq.) (the "Act").

PREMISES

The County, Algonac, Port Huron and Yale (the "Parties"), each desire to establish a district library pursuant to the Act in order to provide adequate and improved library services to the area described on Exhibit A attached hereto and made a part hereof. The governing boards of each of the Parties have determined that it is in the best interests of the residents of their respective communities to provide library services by establishing a district library. The Board of Trustees of the St. Clair County Library System, the public library currently located in the proposed district (the "Former Library"), has approved the establishment of a district library under this agreement.

Therefore, in consideration of the premises and other mutual obligations and promises, the Parties agree as follows:

1. The Parties hereby establish as of the Effective Date of this Agreement a district library pursuant to the Act, to be known as the "Blue Water District Library," (the "District Library") having all of the powers granted to such district libraries by the Act.
2. The territory of the Parties included within the District Library district shall be as described in Exhibit A (the "District").
3. The District Library shall be governed by a board (the "Board") which shall consist of 7 members appointed by the governing bodies of the Parties as follows:

The County shall appoint three (3) members, selected at large from any area of the County not represented by a Party to this Agreement. The City of Port Huron shall appoint two (2) members, and the Cities of Yale and Algonac shall each appoint one (1) member to the Board. Each member of the District Library Board shall serve for a term of three (3) years, except as follows:

One (1) of the initial members appointed by the City of Port Huron, and one (1) of the initial members appointed by the County shall serve for a term ending December 31, 1997;

One (1) of the initial members appointed by the City of Port Huron, and one (1) of the initial members appointed by the County shall serve for a term ending December 31, 1998; and

One (1) of the initial members appointed by the County, and the initial members appointed by Algonac and Yale shall serve for a term ending December 31, 1999.

In accordance with Section 8(2) of the Act, the Governor of the State of Michigan shall have the power to remove a member of the District Library Board for cause, pursuant to the provisions of Section 10 of Article V of the State Constitution of 1963, as amended. Vacancies shall arise in the event of the removal by the governor, resignation, death, conviction of a felony, in the event a member ceases to be a resident of the District or of the jurisdictional limits of the Party which appointed the member, or otherwise as provided by law.

In the event of a vacancy, the Party which appointed the member of the Board whose position has become vacant shall appoint a replacement therefor within 2 months of the vacancy. If the appropriate Party shall not have appointed a replacement at the end of such 2-month period, the District Library Board shall have the power to appoint such replacement, who shall be a resident of the Party which appointed the member being replaced, and whose term shall extend to the end of the term of the District Library Board member replaced; and the Party for whom such replacement has been named by the District Library shall be deemed to have appointed such replacement member.

4. Except during the period commencing the Effective Date of this Agreement and ending December 1, 1998 (the "Interim Period"), funds necessary for the operation of the District Library shall be derived from state aid, penal fines, donations and bequests, if any, and a district wide millage authorized to be levied upon all taxpayers of the District.

During the Interim Period, the operation of the District Library will be funded as follows:

The County shall continue to manage library operations during the Interim Period at the level established for the 1997 fiscal year, in accordance with the terms of an Agreement for Operation of Library Services substantially in the form attached hereto as Exhibit B (the "Interim Operating Agreement"). The County shall levy the previously voted 0.5 mills for library purposes, rolled back in accordance with constitutionally required millage rollback laws, on December 1, 1997 (the "County Library Tax"), and shall assure continued use of the proceeds of that levy for public library purposes.

To the extent any moneys or property from any source whatsoever are received by either of the Parties designated for the operation and administration of community library services or acquisition of books and equipment and other real or personal property for community library use, such Party shall transfer such moneys and property upon receipt thereof to the District Library.

5. During the Interim Period, the fiscal year of the District Library shall coincide with the fiscal year of the County, provided, that the initial fiscal year of the District Library shall begin the Effective Date. Commencing the January 1 following approval by the electors

of the District of a district wide millage, the fiscal year of the District Library shall be the annual period determined by the District Library Board. In the event a district wide millage of at least 1 mill has not been authorized by the qualified electors of the District by August 15, 1998, this District Library Agreement shall expire by its terms and all assets of the District Library shall be returned to the Parties as described in Section 9 below.

6. During the Interim Period, the County shall make available to the District Library the building located at 210 McMorrان Boulevard, Port Huron, Michigan (the "Main Library"), together with all tangible and intangible personal property associated with the operations of the County Library. Beginning December 1, 1998, the County shall lease the Main Library to the District Library and shall transfer to the District Library all of its right, title and interest to and in the tangible and intangible personal property used in the operation of the Former Library. The transfer of such property by lease or otherwise shall be subject to the terms and in accordance with the provisions of the Transfer of Assets and Assumption of Liabilities and Contractual Obligations (the "Property Transfer Agreement") substantially in the form attached hereto as Exhibit C.

7. Until July 1, 1999, employees of the existing St. Clair County Library System shall continue to be employees of the County as provided in the Interim Operating Agreement. On July 1, 1999, the County shall cease operations of the library services in the County. As required under the terms of the Employee Transfer Agreement substantially in the form attached to this Agreement as Schedule 4 to the Property Transfer Agreement (the "Employee Transfer Agreement"), the County shall require the District Library to offer employment to all persons employed by the County as of June 30, 1999 (the "Former Library Employees") subject to the terms and conditions specified in the Employee Transfer Agreement.

8. Beginning the December 1 following approval by the electors of the District of a district wide millage, the District Library shall be required to indemnify the Parties against all claims arising from or relating to the operation by the Board of the District Library. The Board shall obtain insurance coverage in amounts reasonably determined by the Board to be adequate to meet such liabilities, and such insurance policies shall name the Parties as additional insured parties.

9. The District Library may be dissolved and this District Library Agreement may be terminated if all but one of the Parties withdraw. Upon dissolution, all tangible real and personal property of the District Library shall be transferred to the Party or other entity which provides library service to the greatest number of residents of the District.

As provided in Section 4, this Agreement may also be terminated upon failure of the District Library to obtain voter approval of at least 1 mill by August 15, 1998. In that event, all assets of the District Library shall be returned to the County, and the County shall re-establish a library board as provided in Act No. 138, Michigan Public Acts of 1917, as amended.

10. Any Party may withdraw from the District Library subject to the following conditions:

(a) No Party may adopt a resolution authorizing its withdrawal prior to December 31, 2001.

(b) Not less than two (2) months before the next regularly scheduled election of each Party, the governing body of the Party shall adopt a resolution to withdraw from the District Library on a date specified in the resolution, which shall be a date not less than six (6) months following the next regularly scheduled election of the Party.

(c) Notice of an election on the resolution shall be published in a newspaper published or of general circulation in the jurisdiction of the Party not less than ten (10) days before the next regularly scheduled election of the Party following adoption of the resolution.

(d) The resolution is approved by a majority of the electors of the Party voting on the resolution at the next regularly scheduled election of the Party.

(e) After approval of the resolution by the electors, the Clerk or Secretary of the Party shall file a copy of the official canvass statement and a certified copy of the resolution with the Library of Michigan and with the Board in sufficient numbers for distribution to the governing bodies of each of the other Parties.

(f) The Party withdrawing shall have made payment or provision for payment to District Library or its creditors of all obligations of the Party.

(g) The governing body of the Party withdrawing shall furnish to the Library of Michigan a plan for continuing, after the Party no longer receives library services from the District Library, public library services for all residents of the jurisdiction of the Party.

In the event of any withdrawal, the real and personal property belonging to the District Library shall continue to be owned by the District Library Board.

11. Any city, village, township or county (a "Municipality") may become a party to this District Library Agreement upon satisfaction of the following conditions:

(a) The governing body of the Municipality resolves by majority vote that the Municipality become a Party to this District Library Agreement and that all or a portion of the territory of the Municipality be added to the District.

(b) The governing body of the Municipality files a certified copy of its resolution with the Chairperson of the Board.

(c) The Board adopts a resolution authorizing amendments to this District Library Agreement reflecting the addition of the Municipality and the territory of the Municipality to the District, and, if the Municipality joins before August 15, 1998, specifying the changes in Board representation or the percentage of funds necessary for the establishment and operation of the District Library to be provided by the Municipality within six (6) months of the date of receipt of the resolution of the Municipality.

(d) The electors of the Municipality or the portion of the territory of the Municipality to be added to the District shall have approved the levy of the district wide millage, if any, by majority of the electors voting on the question.

12. In the event of failure by any of the Parties to perform its obligations under this District Library Agreement, the other Parties, and each of them separately, shall have the power to seek such remedies as shall be available to them at law or in equity, including actions for mandamus.

13. This District Library Agreement may be amended in writing upon the consent of the governing bodies of each of the Parties.

14. This District Library Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

15. If any clause, provision or section of this District Library Agreement shall be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections.

16. This Agreement may be executed in two or more counterparts, each of which shall be deemed and all of which shall constitute one and the same agreement, and the signature of any party to any counterpart shall be deemed a signature to and may be appended to any other counterpart.

IN WITNESS WHEREOF, the Parties have caused this District Library Agreement to be duly executed as of the date first written above.

COUNTY OF ST. CLAIR, MICHIGAN

By _____

Its _____

CITY OF ALGONAC

By _____

Its _____

CITY OF PORT HURON

By _____

Its _____

CITY OF YALE

By _____

Its _____

EXHIBIT A

The District Library District shall be comprised of all that territory which is currently located in the jurisdictional limits of the County of St. Clair, all that territory which is currently located within the jurisdictional limits of the City of Algonac, all that territory which is currently located within the jurisdictional limits of the City of Port Huron, and all that territory which is currently located within the jurisdictional limits of the City of Yale.

EXHIBIT B to
DISTRICT LIBRARY AGREEMENT
INTERIM OPERATING AGREEMENT
BETWEEN THE COUNTY OF ST. CLAIR
AND THE BLUE WATER DISTRICT LIBRARY

THIS AGREEMENT, entered into as of the ___ day of _____, 1997, by and between the COUNTY OF ST. CLAIR (the "COUNTY") and the BLUE WATER DISTRICT LIBRARY (the "LIBRARY").

WITNESSETH:

WHEREAS, the parties to this Agreement desire to cooperate in administering the operation and maintenance of the LIBRARY for the purposes of providing library service to the residents of the COUNTY and the LIBRARY DISTRICT; and

WHEREAS, the COUNTY has determined that it is in the best interests of the COUNTY that the LIBRARY carry out the operations of the LIBRARY; and

WHEREAS, the parties desire to enter into a contract whereby the COUNTY will provide personnel services to the LIBRARY and the LIBRARY will operate the public library formerly associated with the COUNTY for the mutual benefit of each party and to set forth the terms, conditions and obligations of the parties.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, it is mutually agreed as follows:

1. Until July 1, 1999, the COUNTY agrees to provide all library personnel necessary, including the Director, for the proper functioning of the LIBRARY. Subject to applicable collective bargaining agreements between the COUNTY and its employees, and otherwise subject to all personnel policies of the COUNTY, all COUNTY employees who are as of the date of this Agreement library personnel funded from the COUNTY's Library Fund will continue their employment at the LIBRARY.
2. The COUNTY shall pay all associated payroll costs from the COUNTY library fund, at the times and in the manner in which the COUNTY made such payments prior to the date of this Agreement, including all required payments to the County Retirement Fund. Payroll costs shall include, but not be limited to, wages, salaries and all fringe benefit costs, including workers' compensation, unemployment compensation, medical insurance premiums, deposits to MERS, if any, and other related costs; provided, however, that beginning with the December 1, 1998, levy by the LIBRARY of a districtwide library millage, and transfer to the District Library of all tangible and intangible property of the County as described in the Transfer of Assets and Assumption of Liabilities Agreement

(the "Property Transfer Agreement") entered into between the COUNTY and the LIBRARY as of the date of this Agreement, the LIBRARY shall be obligated to fund such payments from the LIBRARY's funds.

3. LIBRARY personnel, as COUNTY employees, shall be subject to all COUNTY personnel policies now in effect or hereafter adopted, including, but not limited to, the applicable collective bargaining agreements. It is recognized and understood between the COUNTY and the LIBRARY that the COUNTY has the right and the obligation to discipline its employees in accordance with COUNTY personnel policies during the term of this Agreement. The LIBRARY shall therefore have the opportunity, through the Director, to request that adequate, satisfactory employees continue to be assigned to LIBRARY responsibilities, and in the event a specific employee shall not carry out his or her responsibilities in accordance with standards applicable to COUNTY employees performing public library services prior to the date of this Agreement, the LIBRARY shall notify the COUNTY in writing of that situation, and the COUNTY shall take all actions available to it to discipline that employee and, to the extent permissible under COUNTY personnel policies, to replace that employee with another having the qualifications specified in the job description provided by the LIBRARY.

As of the date of this Agreement, the COUNTY has provided the LIBRARY with a copy of all applicable COUNTY personnel policies now in effect and all applicable collective bargaining agreements.

The COUNTY hereby covenants to provide the LIBRARY with a copy of all personnel policies hereafter adopted and all collective bargaining agreements hereafter entered into.

4. With respect to the operation of the LIBRARY, including, but not limited to, the day to day operation of the LIBRARY within policies to be established by the LIBRARY Board, the drafting and setting of new policies for use of the LIBRARY, budgeting, services, and materials selection, the Director shall be responsible solely and directly to the LIBRARY Board. To the extent policies set by the LIBRARY Board conflict with COUNTY personnel policies, COUNTY personnel policies shall prevail.
5. The LIBRARY and the COUNTY each agrees that it will take no actions with respect to COUNTY employees which could be determined to violate any applicable employment or anti-discrimination laws. In addition, the LIBRARY shall indemnify and hold harmless the COUNTY against all claims brought by any employee of the COUNTY included within the personnel provided to the LIBRARY pursuant to this Agreement arising from or relating to the execution, delivery and fulfillment of this Agreement.
6. THIS AGREEMENT shall remain in force through June 30, 1999, unless earlier terminated in accordance with the terms of the District Library Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

COUNTY OF ST. CLAIR

By _____
Its _____

BLUE WATER DISTRICT LIBRARY

By _____
Its Board President

EXHIBIT C TO
DISTRICT LIBRARY AGREEMENT

TRANSFER OF ASSETS AND ASSUMPTION OF
LIABILITIES AND CONTRACTUAL OBLIGATIONS

THIS AGREEMENT (the "Property Transfer Agreement") is entered into as of the ___ day of _____, 1997, by and between the County of St. Clair (the "County") and the Blue Water District Library (hereinafter "District Library").

PREMISES

The District Library was established by agreement dated as of _____, 1997 (the "District Library Agreement") entered into by the County, the City of Algonac, the City of Port Huron, and the City of Yale (together, the "Cities") in accordance with Act 24 of the Public Acts of 1989, as amended, to provide library services in the boundaries of the County and the Cities.

The County has owned and operated a public library building known as the Main Library in Port Huron, and has provided library services through a County Library System (the "Former Library"). The District Library has been incorporated to provide library services in the County. In order for the District Library to carry out its purposes, it is necessary for the County to transfer certain of its right, title and interest to and in the real and personal property of the Former Library as described on Schedules 1, 2 & 3.

THEREFORE, in consideration of the premises, the County and the District Library agree as follows:

1. The County shall close the fiscal year of the Former Library as of _____, 199_.
2. At its own cost, the District Library shall have the financial statements of the Former Library for the period of _____ through _____ audited separately by an independent certified public accountant.
3. The County shall convey all of its right, title and interest in the personal property relating to the Former Library pursuant to a Bill of Sale substantially in the form of Schedule 3 attached hereto.
4. Subject to the conditions specified in this Property Transfer Agreement, and pursuant to the Lease attached hereto as Schedule 2 as of _____, 1997, the County shall transfer all of its rights to occupy and use the real estate comprising the Former Library to the District Library subject to all the liabilities and

contractual obligations, including contingent liabilities, of or incurred by the Former Library. During the Interim Period (as that term is defined in the District Library Agreement), the County shall continue to maintain all insurance coverage relating to the library premises and library operations in accordance with the practices determined by the County to be necessary to protect the County and the District Library against losses related to the library premises and library operations.

5. The District Library hereby assumes and agrees to indemnify the County against all the liabilities and contractual obligations, including contingent liabilities, of or incurred by the Former Library. The liabilities assumed shall include amounts owed by the Former Library to the County under any of those contractual obligations. The liabilities and contractual obligations assumed by the District Library shall include, but not be limited to, those identified in Schedule 1 attached hereto.
6. The District Library shall execute and deliver the Interim Operating Agreement substantially in the form attached as Exhibit B to the District Library Agreement.
7. After the Interim Period, the District Library shall indemnify the County and the Cities against all claims arising from or relating to the operation of the District Library, and shall obtain insurance coverage to be adequate to meet such liabilities.
8. The District Library shall enter into the Employee Transfer Agreement, substantially in the form attached to this Property Transfer Agreement as Schedule 4.
9. In the event of failure by any party to perform its obligations under this Agreement, the other party shall have the power to seek such remedies as shall be available to it at law or in equity, including actions for mandamus.

IN WITNESS WHEREOF, the County and the District Library have executed this Transfer Agreement as of the date first indicated above by and through their respective duly authorized representatives.

COUNTY OF ST. CLAIR

By _____

Its _____

BLUE WATER DISTRICT LIBRARY

By _____

Its _____

PROPERTY TRANSFER AGREEMENT

SCHEDULE 1

The following is a list of the contractual obligations of the County and/or the City relating to the Former Library that shall be assumed by the District Library upon the Execution of this Agreement.

PROPERTY TRANSFER AGREEMENT

FORM OF LEASE - SCHEDULE 2

LEASE

(1) *This Lease* is made as of the 1st day of December, 1998 by and between the County of St. Clair, hereinafter designated as the Landlord, and the Blue Water District Library, hereinafter designated as the Tenant.

**Description
and Term**

(2) In consideration of the rents described below and the covenants and agreements to be performed by the Tenant, and the Landlord under this Lease, the Landlord leases to the Tenant, and the Tenant leases from the Landlord, the Premises commonly known as the Main Library, located at 210 McMorran Boulevard, Port Huron, County of St. Clair, Michigan, as more particularly described on attached Exhibit A ("Premises"), for the term beginning from and after the 1st day of December, 1998, to and including the 30th day of November, 200_, unless terminated prior thereto as provided in this Lease. The Tenant shall have the power to terminate this Lease at any time upon __ days prior written notice to the Landlord.

Rent

(3) In consideration of this Lease, the Tenant shall pay \$ ___ per month; shall provide public library services in the jurisdictional boundaries of the Landlord based upon such hours of operation and providing such services as are substantially the same as or better than those provided by the Landlord as of the Effective Date of the District Library Agreement to the extent practicable; shall provide the Landlord the rights of use and access set forth in Section (8); and in addition shall be responsible for and pay all of the costs of using, operating, managing, insuring, repairing, maintaining and equipping the Premises. The Landlord and the Tenant each agree that the Landlord may offer maintenance and repair services, and may acquire building and other insurance required to be provided by the Tenant under this Lease, and that the Tenant may accept such offers, subject to separate agreements for payment for such services and insurance as may be agreed upon between the parties. Payments owed by Tenant under such separate Agreements shall not be considered part of the Rent under this Lease.

**Tenant's
Responsibilities**

- (4) Without limiting the foregoing, the Tenant agrees as follows:
- (a) The Tenant shall accept the Premises "as is and with all faults."

- (b) The Tenant shall pay for all gas, water, sewer, heat, electricity, light, telephone, or any other communication or utility service used in or rendered or supplied to the Premises during the term of this Lease, as the same shall become due.
- (c) The Tenant shall not perform or permit any acts or carry on any practices which may injure the building and structures on the Premises, and shall keep the Premises clean and free from rubbish, dirt, snow and ice, to the extent practicable and to the extent that the Landlord upholds its contractual obligation to maintain the Premises through the Department of Public Works, at all times and in full compliance with all applicable laws and ordinances.
- (d) The Tenant shall maintain the Premises and all fixtures and equipment therein, including all plumbing, sprinkler, heating, air-conditioning, electrical, gas, security and safety and like fixtures and equipment, all window glass, ceilings, doors and door frames, windows and window frames of the Premises in good repair and condition, and shall make all repairs, replacements and upgrades to such fixtures and equipment.
- (e) The Tenant shall be responsible for the risk of loss of all the personal property on the Premises and shall provide fire and extended coverage insurance on the personal property located in the Premises in amounts reasonably deemed adequate by the Tenant to fully insure the personal property. It is understood and agreed that if the personal property on the Premises as of the Effective Date of the District Library Agreement is damaged or destroyed in whole or in part by fire or other casualty during the term hereof, the Tenant will repair and restore the same to good tenable condition with reasonable dispatch based solely upon the amount of insurance proceeds received by the Tenant to cover such casualty.
- (f) The Tenant shall maintain the interior wall coverings and floor coverings in good repair and shall replace such wall and floor coverings at its own expense as needed.
- (g) The Tenant shall be solely responsible for the provision, maintenance and repair of any exterior and interior signs relating to the use of the Premises.
- (h) The Tenant shall maintain the roof, structural supports, exterior and interior walls, floors, walkways, sidewalks, grounds, landscaping and parking lots in good condition.

- (i) The Tenant shall be responsible for assuring that access to the Premises (exterior and interior) is in continuing compliance with the Americans with Disabilities Act and the Michigan Handicappers' Civil Rights Act, and any other applicable laws governing access to the Premises for persons with disabilities.
- (j) The Tenant shall at all times during the term of this Lease keep the Premises insured against loss or damage caused by fire, with extended coverage, boiler and machinery insurance, water damage and windstorm damage, in an amount not less than one hundred percent (100%) of the full insurable value as determined from time to time. The term "full insurable value" means actual replacement cost without deduction for physical depreciation.

Assignment

- (5) The Tenant covenants not to assign or transfer this Lease under any circumstances without the prior written consent of the Landlord.

**Use and
Occupancy**

- (6) It is understood and agreed between the parties hereto: (a) that, except to the extent the Premises or a portion of the Premises are used from time to time by the Landlord as provided in Section 8 of this Lease, the Premises during the continuance of this Lease shall be used and occupied for providing public library services to the residents in the jurisdictional boundaries of the Landlord and the Tenant and for no other purpose or purposes (except for reciprocal borrowing) without the written consent of the Landlord; (b) upon discontinuance of the use of the Premises for public library purposes, this Lease shall forthwith terminate and possession shall be returned to the Landlord; (c) that the Tenant will not use or permit or suffer the use of the Premises for any purpose in violation of any federal or state law, municipal ordinance or regulation, including the federal Americans with Disabilities Act and the Michigan Handicappers' Civil Rights Act; and (d) that on any breach of this agreement the Landlord may at its option terminate this Lease forthwith and re-enter and repossess the leased Premises.

Fire

- (7) It is understood and agreed that if the Premises are damaged or destroyed in whole or in part by fire or other casualty before December 1, 1998, the Landlord will repair and restore the same to good tenantable condition with reasonable dispatch based solely upon the amount of insurance proceeds received by the Landlord to cover such casualty. In such case, the Tenant shall remove its damaged goods, wares, equipment and/or property within a reasonable time to permit the repair and restoration. If the Premises are damaged or destroyed after November 30, 1998, the Tenant will repair and restore the same to good tenantable condition with reasonable dispatch based solely upon the amount of insurance proceeds received by the Tenant to cover such casualty.

**Access to
Premises**

(8) During the term of this Lease, Landlord shall have the right to use for Landlord's purposes any facilities as may be mutually agreed upon from time to time.

The Landlord shall have the right to enter upon the Premises at all reasonable hours for the purpose of inspecting the same. If the Landlord deems any repairs necessary Landlord may demand that the Tenant make the same. If the Tenant refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch, the Landlord may make or cause to be made such repairs and shall not be responsible to the Tenant for any loss or damage that may accrue by reason thereof.

**Quiet
Enjoyment**

(9) The Landlord covenants that the said Tenant, on payment of all the aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the Premises as provided in this Lease for the term aforesaid.

Remedies

(10) If Tenant shall breach or fail to perform any of the promises and agreements in this Lease, and such failure shall continue, without commencement and diligent pursuit of remedial action, for sixty (60) days after written notice from Landlord, Landlord may commence such performance at Tenant's cost and expense or terminate this Lease and reenter and repossess the Premises.

**Remedies not
Exclusive**

(11) It is agreed that each and every of the rights, remedies and benefits provided by this Lease shall not be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits or of any other rights, remedies and benefits allowed by law or equity.

Waiver

(12) One or more waivers of any covenant or condition by the Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.

Notices

(13) Whenever notice of any kind is required under this Lease, it shall be deemed sufficient notice and service thereof if such notice is in writing addressed to the applicable party at its last known Post Office address and deposited in the mail with postage prepaid.

**Expiration
of Lease**

(14) Upon the expiration of this Lease, and substantial performance of the Tenant's agreements herein, the Landlord may transfer to the Tenant all right, title and interest in the Premises, pursuant to a Quit Claim Deed, or the parties may extend the terms of this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease by the signature of the duly authorized officers of the parties as of the date written in paragraph 1.

WITNESSED AS TO ALL
SIGNATURES BY:

COUNTY OF ST. CLAIR

By _____
Its _____

By _____
Its Clerk

BLUE WATER DISTRICT LIBRARY

By _____
Its _____

By _____
Its Secretary

FORM OF LEASE
EXHIBIT A

Legal description of the Main Library, situated in the City of Port Huron, County of St. Clair, State of Michigan:

[insert legal description here]

PROPERTY TRANSFER AGREEMENT

SCHEDULE 3

BILL OF SALE

The County of St. Clair, State of Michigan, (the "Seller"), acting on behalf of itself and the Board of Trustees of the St. Clair County Library System (the "Former Library Board"), gives this bill of sale to the Blue Water District Library, County of St. Clair, State of Michigan, the purchaser (the "Purchaser"), for \$1.00 and other good and sufficient consideration, paid by the Purchaser, the receipt of which the Seller acknowledges. The Seller conveys to the Purchaser and the Purchaser's successors and assigns all the Seller's rights, title, and interests in all of the personal property, tangible and intangible, of the County of St. Clair relating to the St. Clair County Library System (the "Former Library"), including, but not limited to, the following: all of the funds of the Library currently on hand with the Treasurer of the Seller, books, magazines, records, tapes, cassettes, films, film strips, microfilms, card catalogues, projectors, copying machines, tables, chairs, shelves, typewriters, computers, telephones and all other property presently located on the premises located at:

Main Library
210 McMorran Boulevard
Port Huron, Michigan 48060-4001

This transfer is effective as of December 1, 1998.

SELLER:

PURCHASER:

COUNTY OF ST. CLAIR

BLUE WATER DISTRICT LIBRARY

By _____
Its _____

By _____
Its President

By _____
Its Clerk

By _____
Its Secretary

Dated: _____, 199_

PROPERTY TRANSFER AGREEMENT

SCHEDULE 4

EMPLOYEE TRANSFER AGREEMENT

THIS AGREEMENT is entered into as of the _____ day of _____, 1997, by and between the County of St. Clair (hereinafter "County"), and the Blue Water District Library (hereinafter "District Library").

WHEREAS, the District Library has been established for the express purpose of assuming the responsibility for operating the public library within the boundaries of the County pursuant to a certain District Library Agreement dated _____, 199__ (the "Effective Date") between the County, the City of Algonac, the City of Port Huron and the City of Yale (together, the "Cities") (hereinafter the "District Library Agreement"); and

WHEREAS, Sections 6 and 7 of the District Library Agreement require, as a condition of the transfer of assets to the District Library, that each employee of the County assigned to the former public library operations of the County as of June 30, 1999 will be offered employment by the District Library as of the Effective Date, if such employee is desirous of such employment, under certain terms and conditions set forth herein; and

WHEREAS, the purpose of this Employee Transfer Agreement is to implement such provisions and fulfill such conditions.

THEREFORE, in consideration of the premises, the parties agree as follows:

1. On or before June 30, 1999, the County gave notice to all persons who were County employees, including the Director, and those employees on leave, assigned to the County's public library operations on the date of the notice (the "Former County Library Employees") that the County has ceased providing employees to the District Library, and that the County is terminating its employer relationship with all Former County Library Employees as of the Effective Date.

2. Commencing on the Effective Date, the District Library shall offer employment to each Former County Library Employee, in accordance, to the best of its ability, with the following:

- a. To the extent practicable, the District Library agrees to make no changes in the wages, hours, and terms and conditions of employment not required by law unless such changes have been agreed to in a contract with such employees.
- b. The District Library further agrees that Former County Library Employees who accept employment as of the Effective Date, shall retain such seniority rights as

are provided by the County as of the date immediately preceding the Effective Date. It is understood, however, that the factors affecting reduction in personnel in a district library are based on demand for public library services and availability of funding.

- c. The District Library further agrees that Former County Library Employees shall be credited with service for employment with the County prior to July 1, 1999 for purposes of eligibility and vesting under the Municipal Employees Retirement System (the "Library Plan"), as provided under the Reciprocal Retirement Act (Act 88, P.A. 1961, as amended).

3. As of June 30, 1999, the County shall freeze all service and benefit accruals under the St. Clair County Employees' Retirement Plan (the "County Plan") for all of the Former County Library Employees who participated in the County Plan, in accordance with the following:

- a. Former County Library Employees who participated in the County Plan shall be credited with all service for employment with the District Library for the period beginning with the Effective Date and ending on June 30, 1999.
- b. After June 30, 1999, all Former County Library Employees who formerly participated in the County Plan shall be treated as inactive deferred vested participants in the County Plan, and shall be entitled to a retirement benefit from the County Plan based upon their credited service and final average salary with the County at such date.
- c. The District Library agrees to reimburse the County for any costs associated with the crediting of service to and/or the vesting of Former County Library Employees Prior to July 1, 1999 as described in b and c above, provided that the District Library shall not in any other way be responsible for, nor have any obligations or liabilities with respect to, the County Plan.

4. The District Library shall indemnify and hold harmless the County against all claims brought by Former County Library Employees arising from or relating to the execution, delivery and fulfillment of this Employee Transfer Agreement.

5. In the event of failure by either party to perform its obligations under this Employee Transfer Agreement, the other party shall have the power to seek such remedies as shall be available to it at law or in equity, including actions for mandamus.

IN WITNESS WHEREOF, the parties have executed this Agreement by and through their respective duly authorized representatives as of the date first indicated above.

WITNESS:

COUNTY OF ST. CLAIR

By: _____

BLUE WATER DISTRICT LIBRARY

By: _____

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COUNTY RESOLUTION
SUPPORTING A PURCHASE OF DEVELOPMENT
RIGHTS NOMINATION

At a regular meeting of the County Board of Commissioners of St. Clair County, Michigan, held in the Commissioners Room 202, County Building, 201 McMorran Boulevard, Port Huron, Michigan on the 23rd day of April, 1997, at 7:30 o'clock P.M. Eastern Standard Time.

PRESENT: Commissioners Pat Acciavatti, Frank Bacon, Lee Masters,
Pat Quain, Pam Wall, Don Wismer, Judy Keegan-7

ABSENT: None

The following Resolution was offered by Commissioner Quain
and seconded by Commissioner Masters

WHEREAS, on April 23, 1997, the County Board of Commissioners received a request from JOHN AND PEARL ZALECHOWSKI for support of his application to the State for purchase development rights under Part 361, Farmland and Open Space Preservation, of the Natural Resources Environmental Protection Act, Act 451 of 1994, as amended; and

WHEREAS, the County Board of Commissioners has reviewed this request for support and determined that the nomination of this property for development rights acquisition is compatible with the long-range goals of the County regarding farmland preservation; and

WHEREAS, the County Board of Commissioners finds the request for the purchase of development rights acceptable.

NOW, THEREFORE, BE IT RESOLVED BY THE St. Clair County Board of Commissioners as follows:

1) That the County Board of Commissioners hereby certifies that the nominated property is currently zoned for agricultural use and not zoned for commercial or industrial uses.

2) That the County Board of Commissioners hereby supports the request for nomination of the property for development rights acquisition.

3) That the County Board of Commissioners hereby certifies that development rights acquisition of the nominated property is compatible with the long-range farmland preservation goals of the County.


4) That the County Clerk is hereby directed to transmit certified and sealed copies of this resolution to the applicant.

ADOPTED: YEAS: Seven

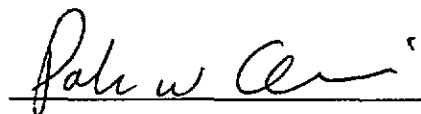
NAYS: None

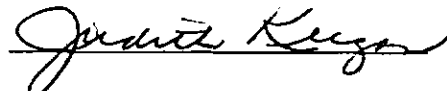
DATED: April 23, 1997

Reviewed and Approved by:



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







Consistency with County Land Use Goals - The County plan recognizes the loss of agricultural land as a land use problem. It establishes a goal of preserving approximately 100,000 acres of harvestable land. This figure is based on the 'County's share' of agricultural production necessary to meet population projections that were set in 1969.

STAFF RECOMMENDATIONS: Staff recommends the Commission support the application of Mr. and Mrs. Zalechowski and inform the County Board of Commissioners of the above findings which support the proposed nomination.

PDRZALEC.RPT

COUNTY RESOLUTION
SUPPORTING A PURCHASE OF DEVELOPMENT
RIGHTS NOMINATION

At a regular meeting of the County Board of Commissioners of St. Clair County, Michigan, held in the Commissioners Room 202, County Building, 201 McMorran Boulevard, Port Huron, Michigan on the 23rd day of April, 1997, at 7:30 o'clock P.M. Eastern Standard Time.

PRESENT: Commissioners Pat Acciavatti, Frank Bacon, Lee Masters
Pau Quain, Pam Wall, Don Weisner, Judy Keegan -7.

ABSENT: None

The following Resolution was offered by Commissioner Quain
and seconded by Commissioner Masters.

WHEREAS, on April 23, 1997, the County Board of Commissioners received a request from CHARLES WILT for support of his application to the State for purchase development rights under Part 361, Farmland and Open Space Preservation, of the Natural Resources Environmental Protection Act, Act 451 of 1994, as amended; and

WHEREAS, the County Board of Commissioners has reviewed this request for support and determined that the nomination of this property for development rights acquisition is compatible with the long-range goals of the County regarding farmland preservation; and

WHEREAS, the County Board of Commissioners finds the request for the purchase of development rights acceptable.

NOW, THEREFORE, BE IT RESOLVED BY THE St. Clair County Board of Commissioners as follows:

- 1) That the County Board of Commissioners hereby certifies that the nominated property is currently zoned for agricultural use and not zoned for commercial or industrial uses.
- 2) That the County Board of Commissioners hereby supports the request for nomination of the property for development rights acquisition.
- 3) That the County Board of Commissioners hereby certifies that development rights acquisition of the nominated property is compatible with the long-range farmland preservation goals of the County.
- 4) That the County Clerk is hereby directed to transmit certified and sealed copies of this resolution to the applicant.

ADOPTED: YEAS: 7
NAYS: 0

DATED: April 23, 1997

Reviewed and Approved by:

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

Lee Masters
Judy Keegan
Pamela Wall

STATE OF MICHIGAN)

COUNTY OF St. Clair)ss.

I, the undersigned, the duly qualified and acting County Clerk for St. Clair County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the County Board of Commissioners of said County at a regular meeting held on the 23rd day of April, 1997.

Marilyn Dunn
Marilyn Dunn, County Clerk

STATE OF MICHIGAN)

COUNTY OF St. Clair^{ss.}

I, the undersigned, the duly qualified and acting County Clerk for St. Clair County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the County Board of Commissioners of said County at a regular meeting held on the 23rd day of April, 1997.

Marilyn Dunn
Marilyn Dunn, County Clerk



STAFF REPORT

FOR: County Planning Commission

MEETING DATE: 16 April 1997

BY: Bill Kauffman, Planner III

ITEM NUMBER: 4 A.2

SUBJECT: Purchase of Development Rights - Mr. Charles Wilt (Applicant) of Yale has applied for consideration of purchase of development rights for 233 acres of agricultural land in Brockway and Greenwood Townships. Mr. Wilt is the present owner of these parcels.

CONSIDERATIONS: Information provided below is presented to assist the Commission in evaluating this request. Some of the considerations are based on requirements of the program, others on concerns the Commission Staff feels should be reviewed.

Location - Three separate parcels located in Section 24 of Brockway, and Section 19 of Greenwood both abutting Cork Road. (See attached location map.)

Acreage in Active Agriculture - Information provided indicates 197 acres are actively farmed.

Agricultural Activity - Dairy herd and crops including corn, hay, oats and wheat.

P.A. 116 Enrollment - 173 acres are currently enrolled.

Unique Characteristics - The land in Greenwood is a Centennial Farm having been in the same family since 1845. Land in Brockway has been owned by the family and farmed for 95 years. All of the land in Greenwood (173 acres) is tilled.

Soil Classification - The soils present on the site have been classified as Prime Farmland by the U.S. Dept of Ag.

Proximity to Public Sanitary Sewer and Water - Approximately 2 miles (Yale system).

SEMCOG Populations Projections for 2020 -

Brockway	1995 - 1,798 persons	560 households
	2020 - 2,487 persons (+55%)	763 households (+50%)
Greenwood	1995 - 1,251 persons	421 households
	2020 - 1,955 persons (+88%)	663 households (+88%)

Zoning - Brockway is zoned agricultural, Greenwood zoned Industrial/Agricultural

Plan Designation - Brockway Township: Agricultural Designation. The designation provided is designed to: "Conserve, stabilize, enhance, and develop farming and related resource utilization activities; Minimize conflicting use of parcels, lots, buildings, and structures detrimental to our incompatible with agricultural activities; and, Discourage uses which require streets, drainage, and other public facilities or services of a type and quantity different from those normally required by agricultural activities." "In preserving areas for agricultural use, the Agricultural category is also designed to discourage the proliferation of residential subdivisions and urban sprawl."

Greenwood Township: Industrial/Agricultural (Areas where the Township "most strongly wishes to maintain farming as the primary land use. Other uses in these areas would be forestry and uses closely related to farming such as farm worker residences, storage and drying of grain, and similar uses of land.")

Consistency with Local Land Use Goals - The primary goal of the Township is to "preserve and enhance its rural, agricultural culture, while at the same time to provide public support for what ever commercial, industrial and residential development may occur without disturbing that agricultural culture and the physical-biological conditions on which it is based."

The land use classification provided to this site, Agricultural/Industrial, is "used for delineating these areas where excellent agricultural soils, most land actively tilled, large parcels of land and less residential development than in other parts of the Township."

Consistency with County Land Use Goals - The County plan recognizes the lose of agricultural land as a land use problem. It establishes a goal of preserving approximately 100,000 acres of harvestable land. This figure is based on the 'County's share' of agricultural projections necessary to meet population projections set in 1969.

STAFF RECOMMENDATION: Staff recommends the Commission support the application of Mr. Wilt and inform the County Board of Commissioners of the above findings, which also support the proposed nomination.

COUNTY RESOLUTION
SUPPORTING A PURCHASE OF DEVELOPMENT
RIGHTS NOMINATION

At a regular meeting of the County Board of Commissioners of St. Clair County, Michigan, held in the Commissioners Room 202, County Building, 201 McMorran Boulevard, Port Huron, Michigan on the 23rd day of April, 1997, at 7:30 o'clock P.M. Eastern Standard Time.

PRESENT: Commissioners Pat Acciavatti, Frank Bacon, Lee Masters, Pat Quain, Pam Wall, Don Wismer, Judy Keegan -7.

ABSENT: None

The following Resolution was offered by Commissioner Quain, and seconded by Commissioner Masters.

WHEREAS, on April 23, 1997, the County Board of Commissioners received a request from STANLEY TROJAN for support of his application to the State for purchase development rights under Part 361, Farmland and Open Space Preservation, of the Natural Resources Environmental Protection Act, Act 451 of 1994, as amended; and

WHEREAS, the County Board of Commissioners has reviewed this request for support and determined that the nomination of this property for development rights acquisition is compatible with the long-range goals of the County regarding farmland preservation; and

WHEREAS, the County Board of Commissioners finds the request for the purchase of development rights acceptable.


NOW, THEREFORE, BE IT RESOLVED BY THE St. Clair County Board of Commissioners as follows:


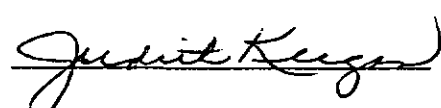
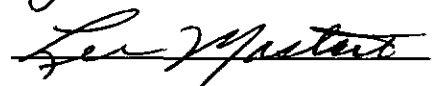
- 1) That the County Board of Commissioners hereby certifies that the nominated property is currently zoned for agricultural use and not zoned for commercial or industrial uses.
- 2) That the County Board of Commissioners hereby supports the request for nomination of the property for development rights acquisition.
- 3) That the County Board of Commissioners hereby certifies that development rights acquisition of the nominated property is compatible with the long-range farmland preservation goals of the County.
- 4) That the County Clerk is hereby directed to transmit certified and sealed copies of this resolution to the applicant.

ADOPTED: YEAS: Seven
NAYS: None

DATED: April 23, 1997

Reviewed and Approved by:


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



METROPOLITAN PLANNING COMMISSION

County of St. Clair, Michigan

STAFF REPORT

FOR: County Planning Commission

MEETING DATE: 16 April 1997

BY: Bill Kauffman

ITEM NUMBER: 4 (A.6.)

SUBJECT: Purchase of Development Rights, Stanley Trojan (Applicant), of Greenwood Township, has applied for consideration of purchase of development rights for 200 acres of agricultural land in Greenwood Township. Mr. Trojan is the current owner of these parcels.

CONSIDERATIONS: Information provided below is presented to assist the Commission in evaluating this request. Some of the considerations are based on requirements of the program, others on concerns the Commission Staff considers pertinent.

Location - Sections 2 and 11 of Greenwood Township, frontage on Jeddo Road between Duce and Fargo Roads. (See attached location map.)

Acreage - 200 acres have been nominated, 173 acres are reported as 'in agriculture'.

Agricultural Activity - Soybeans (organically grown), some cattle

P.A. 116 Enrollment - Expired within last few years.

Unique Characteristics - 7 acres forested, second generation family owned. Applicant reports that with the last month approximately twenty splits have occurred all within one mile of his land.

Soil Classification - A review of the Important Farmlands map produced by the U.S. Department of Agriculture shows that approximately 80-90% of the land in Section 2 is classified as Prime Farmland, and all of the land in Section 11 is classified as Prime Farmland.

Proximity to Public Sanitary Sewer and Water - Further than five miles from a public system.

SEMCOG Population Projections for 2020 -

Greenwood Township	1995 - 1,251 persons	421 households
	2020 - 1,955 persons (+89%)	663 households (+88%)

Zoning Designation - Section 2 land is zoned as Rural Residential (includes one and two family dwellings, general agriculture, public facilities, utilities, churches, schools and hospitals). Section 11 land is zoned Agricultural (includes single family dwellings, farm buildings and green houses, farms, nurseries, etc.).

Plan Designation - Section 2 land is planned for Rural Residential (two and five acre single family, some small scale agriculture”).

Section 11 land is planned for Industrial-Agricultural (described in the plan as “areas where the Township most strongly wishes to maintain farming as the primary land use. Other uses in these areas would be forestry and uses closely related to farming such as farm worker residences, storage and drying of grain, and similar uses of land.”).

Consistency with Local Land Use Goals - As stated above, the local land use plan and goals are consistent with the request.

Consistency with County Land Use Goals - The County plan recognizes the loss of agricultural land as a land use problem. It establishes a goal of preserving approximately 100,000 acres of harvestable land. This figure is based on the 'County's share' of agricultural production necessary to meet population projections that were set in 1969.

STAFF RECOMMENDATIONS: Staff recommends the Commission support the application of Mr. Trojan and inform the County Board of Commissioners of the above findings which support the proposed nomination.

PDRTROJA.RPT

COUNTY RESOLUTION
SUPPORTING A PURCHASE OF DEVELOPMENT
RIGHTS NOMINATION

At a regular meeting of the County Board of Commissioners of St. Clair County, Michigan, held in the Commissioners Room 202, County Building, 201 McMorran Boulevard, Port Huron, Michigan on the 23rd day of April, 1997, at 7:30 o'clock P.M. Eastern Standard Time.

PRESENT: Commissioners Pat Acciavatti, Frank Bacon, Lee Masters,
Pat Quain, Pam Wall, Don Wismer, Judy Keegan -7.

ABSENT: None

The following Resolution was offered by Commissioner Quain
and seconded by Commissioner Masters.

WHEREAS, on April 23, 1997, the County Board of Commissioners received a request from ALEX HILLOCK for support of his application to the State for purchase development rights under Part 361, Farmland and Open Space Preservation, of the Natural Resources Environmental Protection Act, Act 451 of 1994, as amended; and

WHEREAS, the County Board of Commissioners has reviewed this request for support and determined that the nomination of this property for development rights acquisition is compatible with the long-range goals of the County regarding farmland preservation; and

WHEREAS, the County Board of Commissioners finds the request for the purchase of development rights acceptable.

NOW, THEREFORE, BE IT RESOLVED BY THE St. Clair County Board of Commissioners as follows:

1) That the County Board of Commissioners hereby certifies that the nominated property is currently zoned for agricultural use and not zoned for commercial or industrial uses.

2) That the County Board of Commissioners hereby supports the request for nomination of the property for development rights acquisition.

3) That the County Board of Commissioners hereby certifies that development rights acquisition of the nominated property is compatible with the long-range farmland preservation goals of the County.

4) That the County Clerk is hereby directed to transmit certified and sealed copies of this resolution to the applicant.

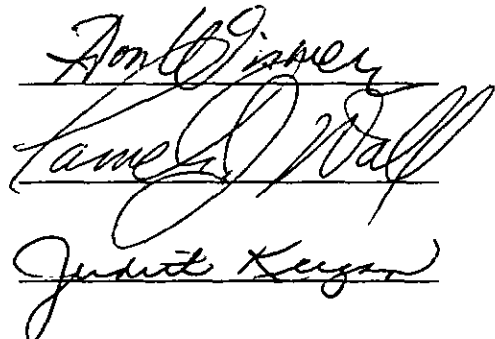
ADOPTED: YEAS: Seven
NAYS: None

DATED: April 23, 1997

Reviewed and Approved by:



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



point that it is no longer able to meet contemporary farming needs and in this way preserve the rural character of the township.

Preservation of Rural Character of Township and Meeting the Needs for Additional Home sites.

Implementation strategy includes several agricultural preservation techniques including exclusive agricultural zoning, sliding scale system for division, quarter/quarter system for division, and clustering of homes in non-prime agricultural lands.

Consistency with County Land Use Goals - The County plan recognizes the loss of agricultural land as a land use problem. It establishes a goal of preserving approximately 100,000 acres of harvestable land. This figure is based on the 'County's share' of agricultural production necessary to meet population projections that were set in 1969.

STAFF RECOMMENDATIONS: Staff recommends the Commission support the application of Mr. Hillock and inform the County Board of Commissioners of the above findings which support the proposed nomination.

PDRHILLO.RPT

COUNTY RESOLUTION
SUPPORTING A PURCHASE OF DEVELOPMENT
RIGHTS NOMINATION

At a regular meeting of the County Board of Commissioners of St. Clair County, Michigan, held in the Commissioners Room 202, County Building, 201 McMorran Boulevard, Port Huron, Michigan on the 23rd day of April, 1997, at 7:30 o'clock P.M. Eastern Standard Time.

PRESENT: Commissioners Pat Acciavatti, Frank Bacon, Lee Masters, Pat Quain, Pam Wall, Don Wismer, Judy Keegan -7.

ABSENT: None

The following Resolution was offered by Commissioner Quain and seconded by Commissioner Masters

WHEREAS, on April 23, 1997, the County Board of Commissioners received a request from GERALD SCHWEIHOFFER for support of his application to the State for purchase development rights under Part 361, Farmland and Open Space Preservation, of the Natural Resources Environmental Protection Act, Act 451 of 1994, as amended; and

WHEREAS, the County Board of Commissioners has reviewed this request for support and determined that the nomination of this property for development rights acquisition is compatible with the long-range goals of the County regarding farmland preservation; and

WHEREAS, the County Board of Commissioners finds the request for the purchase of development rights acceptable.

NOW, THEREFORE, BE IT RESOLVED BY THE St. Clair County Board of Commissioners as follows:

- 1) That the County Board of Commissioners hereby certifies that the nominated property is currently zoned for agricultural use and not zoned for commercial or industrial uses.
- 2) That the County Board of Commissioners hereby supports the request for nomination of the property for development rights acquisition.
- 3) That the County Board of Commissioners hereby certifies that development rights acquisition of the nominated property is compatible with the long-range farmland preservation goals of the County.
- 4) That the County Clerk is hereby directed to transmit certified and sealed copies of this resolution to the applicant.

ADOPTED: YEAS: Seven
NAYS: None

DATED: April 23, 1997

Reviewed and Approved by:

Elwood L. Brown

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

Lee Masters

Pam Wall

Pat Acciavatti



METRO... TAN PLANNING COMMISSION

County of St. Clair, Michigan

STAFF REPORT

FOR: County Planning Commission

MEETING DATE: 16 April 1997

BY: Bill Kauffman

ITEM NUMBER: 4 A. 4.

SUBJECT: Purchase of Development Rights - Mr. Gerald Schwehofer (Applicant) of China Township has applied for consideration of purchase of development rights for 73 acres of agricultural land in China Township. Mr. Schwehofer is the current owner of these two parcels.

CONSIDERATIONS: Information provided below is presented to assist the Commission in evaluating this request. Some of the considerations are based on requirements of the program, others on concerns the Commission Staff considers pertinent.

Location - Section 5 of China Township, frontage on Allington between Fred Moore Highway and St. Clair Highway.

Acreage - 73.25 acres have been nominated. (Acreage actively farmed is unknown.)

Agricultural Activity - Crops, wheat and soy beans. Livestock, llamas, alpacas, in the past dairy, beef and hogs.

P.A. 116 Enrollment - Not enrolled.

Unique Characteristics - The farm has been under the same family ownership for, approaching, four generations. It has been designated as a Centennial Farm. The land has been tiled

Soil Classification - The US Department of Agriculture has classified this land as approximately 80% other or non-prime lands. (We do not have a determination from the district agent which is required by the State.)

Proximity to Public Sanitary Sewer and Water - Approximately 4.5 miles. (City of St. Clair and East China Township systems.)

SEMCOG Population Projections for 2020 -

China Township	1995 - 3,185 persons	1,001 households
	2020 - 4,334 persons (+64%)	1,587 households (+95%)
St. Clair Township	1995 - 5,609 persons	2,191 households
	2020 - 7,443 persons (+46%)	2,966 households (+47%)

Zoning Designation - Agricultural District

Plan Designation - Residential (Long Range), Agricultural (Short Range, 20-30 years from plan adoption, 1968).

Consistency with Local Land Use Goals - The Township's long range development goals envision this area, as well as the majority of the Township, as residentially developed. However, this plan was adopted in 1968 and since that time a community opinion survey was completed and showed that 88% of Township residents felt existing farmland should be preserved.

Consistency with County Land Use Goals - The County plan recognizes the lose of agricultural land as a land use problem. It establishes a goal of preserving approximately 100,000 acres of harvestable land. This figure is based on the 'County's share' of agricultural production necessary to meet population projections set in 1969.

STAFF RECOMMENDATIONS: Staff recommends the Commission support the application of Mr. Schwehofer and inform the County Board of the above findings which also support the proposed nomination.

COUNTY RESOLUTION
SUPPORTING A PURCHASE OF DEVELOPMENT
RIGHTS NOMINATION

At a regular meeting of the County Board of Commissioners of St. Clair County, Michigan, held in the Commissioners Room 202, County Building, 201 McMorrin Boulevard, Port Huron, Michigan on the 23rd day of April, 1997, at 7:30 o'clock P.M. Eastern Standard Time.

PRESENT: Commissioners Pat Acciavatti, Frank Bacon, Lee Masters,
Pat Quain, Pam Wall, Don Wismer, Judy Keegan -7.

ABSENT: None

The following Resolution was offered by Commissioner Quain
and seconded by Commissioner Masters.

WHEREAS, on April 23, 1997, the County Board of Commissioners received a request from CARL MCCORMICK for support of his application to the State for purchase development rights under Part 361, Farmland and Open Space Preservation, of the Natural Resources Environmental Protection Act, Act 451 of 1994, as amended; and

WHEREAS, the County Board of Commissioners has reviewed this request for support and determined that the nomination of this property for development rights acquisition is compatible with the long-range goals of the County regarding farmland preservation; and

WHEREAS, the County Board of Commissioners finds the request for the purchase of development rights acceptable.

NOW, THEREFORE, BE IT RESOLVED BY THE St. Clair County Board of Commissioners as follows:

1) That the County Board of Commissioners hereby certifies that the nominated property is currently zoned for agricultural use and not zoned for commercial or industrial uses.

2) That the County Board of Commissioners hereby supports the request for nomination of the property for development rights acquisition.


3) That the County Board of Commissioners hereby certifies that development rights acquisition of the nominated property is compatible with the long-range farmland preservation goals of the County.

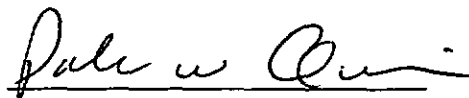
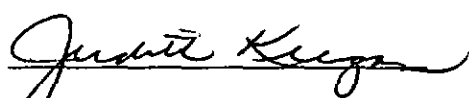

4) That the County Clerk is hereby directed to transmit certified and sealed copies of this resolution to the applicant.

ADOPTED: YEAS: Seven
NAYS: None

DATED: April 23, 1997

Reviewed and Approved by:


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

Consistency with Local Land Use Goals - The Township plan contains specific agricultural goals and objectives. They include the following:

"...it is the Policy of the Township not to encourage the conversion of this land [prime soils] to other uses", further, "Non-prime land should be utilized for development before prime agricultural land is permanently taken out of production."

"To encourage voluntary preservation of prime farmland and the use of open space easements by assisting individuals who wish to enroll their lands under Public Act 116."

Consistency with County Land Use Goals - The County plan recognizes the lose of agricultural land as a land use problem. It establishes a goal of preserving approximately 100,000 acres of harvestable land. This figure is based on the 'County's share' of agricultural production necessary to meet population projections set in 1969.

STAFF RECOMMENDATIONS: Staff recommends the Commission support the application of Mr. McCormick and inform the County Board of the above findings which also support the proposed nomination.

COUNTY RESOLUTION
SUPPORTING A PURCHASE OF DEVELOPMENT
RIGHTS NOMINATION

At a regular meeting of the County Board of Commissioners of St. Clair County, Michigan, held in the Commissioners Room 202, County Building, 201 McMorran Boulevard, Port Huron, Michigan on the 23rd day of April, 1997, at 7:30 o'clock P.M. Eastern Standard Time.

PRESENT: Commissioners Pat Acciavatti, Frank Bacon, Lee Masters, Pat Quain, Pam Wall, Don Wismer, Judy Keegan -7.

ABSENT: None

The following Resolution was offered by Commissioner Acciavatti, and seconded by Commissioner Wall.

WHEREAS, on April 23, 1997, the County Board of Commissioners received a request from LEE MASTERS for support of his application to the State for purchase development rights under Part 361, Farmland and Open Space Preservation, of the Natural Resources Environmental Protection Act, Act 451 of 1994, as amended; and

WHEREAS, the County Board of Commissioners has reviewed this request for support and determined that the nomination of this property for development rights acquisition is compatible with the long-range goals of the County regarding farmland preservation; and

WHEREAS, the County Board of Commissioners finds the request for the purchase of development rights acceptable.

NOW, THEREFORE, BE IT RESOLVED BY THE St. Clair County Board of Commissioners as follows:

- 1) That the County Board of Commissioners hereby certifies that the nominated property is currently zoned for agricultural use and not zoned for commercial or industrial uses.
- 2) That the County Board of Commissioners hereby supports the request for nomination of the property for development rights acquisition.
- 3) That the County Board of Commissioners hereby certifies that development rights acquisition of the nominated property is compatible with the long-range farmland preservation goals of the County.
- 4) That the County Clerk is hereby directed to transmit certified and sealed copies of this resolution to the applicant.

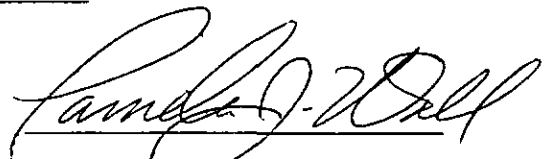
ADOPTED: YEAS: Six Commissioner Masters abstained
NAYS: None

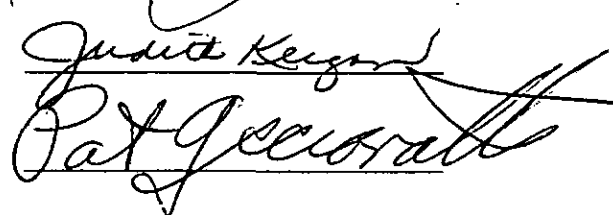
DATED: April 23, 1997

Reviewed and Approved by:



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





STATE OF MICHIGAN)

)ss.

COUNTY OF _____

I, the undersigned, the duly qualified and acting County Clerk for St. Clair County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the County Board of Commissioners of said County at a regular meeting held on the 23rd day of April, 1997.

Marilyn Dunn, County Clerk



METROPOLITAN PLANNING COMMISSION

County of St. Clair, Michigan

STAFF REPORT

FOR: County Planning Commission

MEETING DATE: 16 April 1997.

BY: Bill Kauffman

ITEM NUMBER: 4 A. 1.

SUBJECT: Purchase of Development Rights - **Mr. Lee Masters (Applicant)** of Wales Township has applied for consideration of purchase of development rights for 111 acres of agricultural land in Wales Township. Mr. Masters is the current owner of this land.

CONSIDERATIONS: Information provided below is presented to assist the Commission in evaluating this request. Some of the considerations are based on requirements of the program, others on concerns the Commission Staff considers pertinent.

Location - Section 18 in Wales Township, on Masters Road between Stapleton and Fox.

Acreage - 111.2 acres have been nominated, 106 acres are actively farmed.

Agricultural Activity - Cash Crops, soybeans.

P.A. 116 Enrollment - Not at this time.

Unique Characteristics - Nothing reported.

Soil Classification - The US Department of Agriculture has classified this land as prime farmlands.

Proximity to Public Sanitary Sewer and Water - More than five miles. (Kimball Township system.)

SEMCOG Population Projections for 2020 -

Wales Township	1995 - 2,633 persons	835 households
	2020 - 3,676 persons (+60%)	1,224 households (+70%)
Riley Township	1995 - 2,715 persons	834 households
	2020 - 4,788 persons (+122%)	1,527 households (+132%)

Zoning Designation - Agricultural/Rural

Plan Designation - Agricultural

Consistency with Local Land Use Goals - The Township plan contains specific agricultural goals and objectives. They include the following:

"...it is the Policy of the Township not to encourage the conversion of this land [prime soils] to other uses", further, "Non-prime land should be utilized for development before prime agricultural land is permanently taken out of production."

"To encourage voluntary preservation of prime farmland and the use of open space easements by assisting individuals who wish to enroll their lands under Public Act 116."

Consistency with County Land Use Goals - The County plan recognizes the loss of agricultural land as a land use problem. It establishes a goal of preserving approximately 100,000 acres of harvestable land. This figure is based on the 'County's share' of agricultural production necessary to meet population projections set in 1969.

STAFF RECOMMENDATIONS: Staff recommends the Commission support the application of Mr. Masters and inform the County Board of Commissioners of the above findings which also support the proposed nomination.

RESOLUTION 97-16

APPROVING THE 1997 COUNTY EQUALIZATION REPORT

WHEREAS, the constitution of the State of Michigan for 1963 in Section 3 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 23, 1997

Reviewed and Approved by:



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

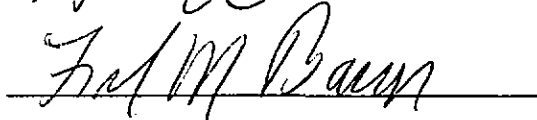
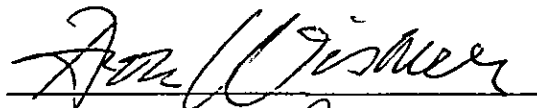


EXHIBIT "A" PAGE 1 OF 3

STATE TAX COMMISSION
ST. CLAIR COUNTY

PERSONAL AND REAL TOTALS

S.T.C. L - 4024
YEAR 1997

4/15/97

TOWNSHIP OR CITY	TOTAL REAL PROPERTY VALUATIONS ASSESSED	PERSONAL PROPERTY VALUATIONS EQUALIZED	PERSONAL AND REAL TOTALS	PERSONAL PROPERTY VALUATIONS EQUALIZED	TOTAL REAL AND PERSONAL VALUE ASSESSED	EQUALIZED
BERLIN TOWNSHIP	58,608,986	58,608,986	5,089,593	5,089,593	63,698,579	63,698,579
BROCKWAY TOWNSHIP	32,609,655	32,609,655	1,546,170	1,546,170	34,155,825	34,155,825
BURTCVILLE TOWNSHIP	85,594,184	85,594,184	1,989,214	1,989,214	87,583,398	87,583,398
CASCO TOWNSHIP	77,251,764	77,251,764	9,871,663	9,871,663	87,123,427	87,123,427
CHINA TOWNSHIP	412,388,750	412,388,750	26,600,361	26,600,361	438,989,111	438,989,111
CLAY TOWNSHIP	309,776,093	309,776,093	8,079,011	8,079,011	317,855,104	317,855,104
CLYDE TOWNSHIP	104,949,450	104,949,450	3,907,040	3,907,040	108,856,490	108,856,490
COLUMBUS TOWNSHIP	84,184,497	84,184,497	17,026,369	17,026,369	101,210,866	101,210,866
COTTRELLVILLE TOWNSHIP	80,032,011	80,032,011	4,336,578	4,336,578	84,368,589	84,368,589
EAST CHINA TOWNSHIP	331,283,250	331,283,250	24,394,000	24,394,000	355,677,250	355,677,250
EMMETT TOWNSHIP	38,076,923	38,076,923	1,884,526	1,884,526	39,961,449	39,961,449
FORT GRATIOT TOWNSHIP	256,397,399	256,397,399	16,716,622	16,716,622	273,114,021	273,114,021
GRANT TOWNSHIP	27,470,568	27,470,568	1,587,232	1,587,232	29,057,800	29,057,800
GREENWOOD TOWNSHIP	73,118,579	73,118,579	6,790,572	6,790,572	79,909,151	79,909,151
IRA TOWNSHIP	105,210,651	105,210,651	14,522,157	14,522,157	119,732,808	119,732,808
KENDOCKEE TOWNSHIP	38,260,732	38,260,732	3,378,160	3,378,160	41,638,892	41,638,892
KIMBALL TOWNSHIP	110,275,699	110,275,699	12,135,164	12,135,164	122,410,863	122,410,863
LYNN TOWNSHIP	22,751,523	22,751,523	2,277,361	2,277,361	25,028,884	25,028,884
MUSSEY TOWNSHIP	54,734,762	54,734,762	14,320,229	14,320,229	69,054,991	69,054,991
PORT HURON TOWNSHIP	150,705,730	150,705,730	18,505,000	18,505,000	169,210,730	169,210,730
RILEY TOWNSHIP	63,374,025	63,374,025	4,152,679	4,152,679	67,526,704	67,526,704
ST. CLAIR TOWNSHIP	157,834,293	157,834,293	14,737,142	14,737,142	172,571,435	172,571,435
MALES TOWNSHIP	56,464,600	56,464,600	5,084,676	5,084,676	61,549,276	61,549,276
CITY OF ALGONAC	78,142,812	78,142,812	2,881,416	2,881,416	81,024,228	81,024,228
CITY OF MARINE CITY	80,573,124	80,573,124	8,367,549	8,367,549	88,940,673	88,940,673
CITY OF MARYSVILLE	231,322,726	231,322,726	62,204,881	62,204,881	293,527,607	293,527,607
CITY OF MEMPHIS	5,665,792	5,665,792	729,361	729,361	6,395,153	6,395,153
CITY OF PORT HURON	450,347,150	450,347,150	85,312,150	85,312,150	535,659,300	535,659,300
CITY OF ST. CLAIR	135,276,798	135,276,798	16,401,587	16,401,587	151,678,385	151,678,385
CITY OF YALE	23,091,951	23,091,951	2,565,777	2,565,777	25,657,728	25,657,728
TOTAL FOR ENTIRE COUNTY	3,735,774,477	3,735,774,477	397,394,240	397,394,240	4,133,168,717	4,133,168,717

EXHIBIT "A" PAGE 2 OF 3

TOWNSHIP OR CITY	AGRICULTURE	COMMERCIAL	INDUSTRIAL	RESIDENTIAL	DEVELOPMENTAL	TOTAL REAL
BERLIN TOWNSHIP	13,932,301	452,750	45,650	44,178,285		58,608,986
BROCKWAY TOWNSHIP	13,924,455	1,443,550	197,400	17,044,250		32,609,655
BURTCHEVILLE TOWNSHIP	10,939,220	3,833,303	279,918	70,541,743		85,594,184
CASCO TOWNSHIP	13,165,123	3,556,118	2,784,596	57,745,927		77,251,764
CHINA TOWNSHIP	20,278,050	3,090,850	332,982,450	56,037,400		412,388,750
CLAY TOWNSHIP	5,605,203	19,757,651	2,203,945	282,209,294		309,776,093
CLYDE TOWNSHIP	6,089,600	2,369,000	140,100	96,350,750		104,949,450
COLUMBUS TOWNSHIP	17,285,600	2,923,147	1,666,400	62,309,350		84,184,497
COTTRELLVILLE TOWNSHIP	9,261,807	2,905,109	2,222,654	65,642,441		80,032,011
EAST CHINA TOWNSHIP	294,500	6,816,100	232,572,300	91,600,350		331,283,250
EMMETT TOWNSHIP	12,655,087	835,500	19,445	24,566,891		38,076,923
FORT GRATIOT TOWNSHIP	1,850,675	73,093,100	97,550	181,356,074		256,397,399
GRANT TOWNSHIP	10,684,843	391,700	237,255	16,156,770		27,470,568
GREENWOOD TOWNSHIP	9,974,136	50,110	53,348,498	9,745,835		73,118,579
IRA TOWNSHIP	6,485,909	12,224,629	4,415,929	82,084,184		105,210,651
KENOCKEE TOWNSHIP	13,339,100	479,025	319,120	24,123,487		38,260,732
KIMBALL TOWNSHIP	12,217,270	13,990,363	1,246,404	82,821,662		110,275,699
LYNN TOWNSHIP	14,268,255	29,750		8,453,518		22,751,523
MUSSEY TOWNSHIP	12,401,930	4,824,734	720,600	36,787,498		54,734,762
PORT HURON TOWNSHIP		39,972,825	5,023,900	105,709,005		150,705,730
RILEY TOWNSHIP	15,285,225	1,201,950	182,650	46,704,200		63,374,025
ST. CLAIR TOWNSHIP	22,584,728	6,271,533	2,237,700	126,740,332		157,834,293
WALES TOWNSHIP	17,608,583	786,400	409,285	37,660,332		56,464,600
CITY OF ALGONAC	378,300	9,336,250	37,500	68,769,062		78,142,812
CITY OF MARINE CITY		13,213,810	7,304,258	59,676,756		80,573,124
CITY OF MARYSVILLE		24,623,077	49,281,074	157,418,575		231,322,726
CITY OF MEMPHIS		1,177,669		4,488,123		5,665,792
CITY OF PORT HURON		93,745,675	34,049,350	322,552,125		450,347,150
CITY OF ST. CLAIR		14,988,750	7,075,848	113,212,200		135,276,798
CITY OF YALE		4,677,421	878,920	17,535,610		23,091,951
TOTAL FOR ENTIRE COUNTY	260,509,900	363,061,849	741,980,699	2,370,222,029		3,775,774,477

STATE TAX COMMISSION
ST. CLAIR COUNTY

EQUALIZED VALUATION - REAL

S.T.C. L - 4024
YEAR 1997

4/15/97

EXHIBIT "A" PAGE 3 OF 3

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BURCHVILLE TOWNSHIP	10,939,220	3,833,303	279,918	70,541,743		85,594,184
CASCO TOWNSHIP	13,165,123	3,556,118	2,784,596	57,745,927		77,251,764
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CLAY TOWNSHIP	5,605,203	19,757,651	2,203,945	282,209,294		309,776,093
CLYDE TOWNSHIP	6,089,600	2,369,000	140,100	96,350,750		104,949,450
COLUMBUS TOWNSHIP	17,285,600	2,923,147	1,666,400	62,309,350		84,184,497
COTTRELLVILLE TOWNSHIP	9,261,807	2,905,109	2,222,654	65,642,441		80,032,011
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EMMETT TOWNSHIP	12,655,087	835,500	19,445	24,566,891		38,076,923
FORT GRATIOT TOWNSHIP	1,850,675	73,093,100	97,550	181,356,074		256,397,399
GRANT TOWNSHIP	10,684,843	391,700	237,255	16,156,770		27,470,568
GREENWOOD TOWNSHIP	9,974,136	50,110	53,348,498	9,745,835		73,118,579
IRA TOWNSHIP	6,485,909	12,224,629	4,415,929	82,084,184		105,210,651
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TOTAL FOR ENTIRE COUNTY	260,509,900	363,061,849	741,980,699	2,370,222,029		3,735,774,477

STATE TAX COMMISSION
ST. CLAIR COUNTY

ASSESSED VALUATION - REAL
YEAR 1997

S.I.C. L - 4024

4/15/97

COUNTY OF ST. CLAIR, MICHIGAN
ENGLISH AS THE OFFICIAL LANGUAGE

TO RESOLVE, that our national governing language be our local governing language

WHEREAS, a common language in government is practical policy for communication between residents, encourages learning English, keeps taxes at a reasonable level, uniting people under one nation committed to freedom and democracy; and

WHEREAS, English is the language of our Constitution, currency, and national debates, and our great Nation would not have remained together today if it began without a common government language; and

WHEREAS, 191 groups - 92 organizations, 35 cities including 3 in Michigan, 41 counties including 3 in Michigan, and 23 states have endorsed English as their common language of government; Canadian bilingualism has resulted in two attempts to divide that country by language; and

WHEREAS, adopting an official language is a unifying action recognizing the courage of our ancestors who learned English, and maintains the right of individuals to develop their language and culture; the County of St. Clair hereby adopts English as its official language.

NOW, THEREFORE, BE IT RESOLVED, that the County Commissioners of St. Clair County, Michigan hereby adopts English as its official language. Native languages will be provided when needed for an emergency, health, safety and justice services without bilingual pay for employees, while official acts and records will be conducted and printed in English.

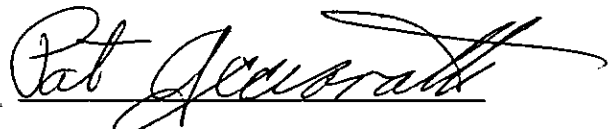
BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to send copies of this Resolution to news media, U.S. Postal Service, Michigan League of Counties, school board members, State Representatives Karen Willard and Terry London, State Senator Dan DeGrow, Lieutenant Governor Connie Binsfeld, Governor Engler, U.S. Congressman David Bonior, all 100 U.S. Senators, Vice President Gore, President Clinton, former Presidents Ford, Carter, Reagan and Bush, former Vice Presidents Mondale and Quayle, and Mr. Thomas Brachko of Southern California.

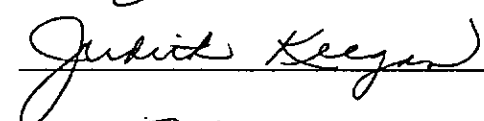
DATED: April 23, 1997

Reviewed and Approved by:



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







May 8, 1997

Ms. Marilyn Dunn
201 McMorran Blvd.
Port Huron, MI. 48060

Dear Ms. Dunn,

Mail received by the U.S. Senate Post Office is delivered to all Senate offices following U. S. Postal Service regulations. Since each Senate office has a different address and unique Zip Code, any mail received without postage, indicia, or frank cannot be delivered by this Post Office nor any other Post Office. The U.S. Senate Committee on Rules and Administration, under which we operate, follows the regulations of the U.S. Postal Service. If any U.S. Post Office receives a postage-paid package to itself and this package contains interior letters for various addresses without proper postage, the interior letters are stamped "postage due" and not deliverable. These letters would then be returned to the sender. The Senate Post Office instead will hold your mail for ten business days in order to provide you opportunity to send the additional postage due for your items. Once we receive your payment, we will deliver your mail.

We have received 100 documents from you. The postage required is \$.32 per piece, totaling \$32.00. However, we have deducted \$3.00 which is the postage you paid to mail the items to us. Please remit the balance due of \$29.00 in the form of stamps or a US Postal money order (no cash or checks please).

Also, the U.S. Senate Post Office is not a bulk mail acceptance unit. For reduced postage rates with a minimum quantity of 200 pieces per mailing, bulk shipments must be deposited at a U.S. Postal Service bulk mail acceptance unit where the postage permit is held and the annual bulk fee paid.

If this will not inconvenience you, please give the attached copy of this letter to the U.S. Post Office from which you sent your package so that they may relay the correct information to other postal patrons. If you have questions concerning this matter, I can be reached at (202) 224-5353.

Sincerely,


Postage Due Clerk

for Harry D. Green, Sr.
Postmaster, U.S. Senate

COUNTY OF ST. CLAIR, MICHIGAN
ENGLISH AS THE OFFICIAL LANGUAGE

TO RESOLVE, that our national governing language be our local governing language

WHEREAS, a common language in government is practical policy for communication between residents, encourages learning English, keeps taxes at a reasonable level, uniting people under one nation committed to freedom and democracy; and

WHEREAS, English is the language of our Constitution, currency, and national debates, and our great Nation would not have remained together today if it began without a common government language; and

WHEREAS, 191 groups - 92 organizations, 35 cities including 3 in Michigan, 41 counties including 3 in Michigan, and 23 states have endorsed English as their common language of government; Canadian bilingualism has resulted in two attempts to divide that country by language; and

WHEREAS, adopting an official language is a unifying action recognizing the courage of our ancestors who learned English, and maintains the right of individuals to develop their language and culture; the County of St. Clair hereby adopts English as its official language.

NOW, THEREFORE, BE IT RESOLVED, that the County Commissioners of St. Clair County, Michigan hereby adopts English as its official language. Native languages will be provided when needed for an emergency, health, safety and justice services without bilingual pay for employees, while official acts and records will be conducted and printed in English.

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to send copies of this Resolution to ~~news-media, U.S. Postal Service, Michigan League of Counties, school board members, State Representatives Karen Willard and Terry Condon, State Senator Dan DeGrow, Lieutenant Governor Connie Binsfeld, Governor Engler, U.S. Congressman David Bonior, all 100 U.S. Senators, Vice President Gore, President Clinton, former Presidents Ford, Carter, Reagan and Bush, former Vice Presidents Mondete and Quayle, and Mr. Thomas Brachko of Southern California.~~

DATED: April 23, 1997

Reviewed and Approved by:

Elwood L. Brown

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

16732 Cedarwood Circle
Gerrits, CA 90703
Pat Gerrits

Judith Keegan

Lee M... ..

As advised by the Library - 100 Copies were sent to the U.S. Senate Post Office.

RESOLUTION 97-14

COUNTY OF ST. CLAIR JOINING THE I-94 INTERNATIONAL
TRADE ALLIANCE AS A GENERAL MEMBER

WHEREAS, the I-94 International Trade Alliance is a partnership of private sector organizations, public agencies, community groups and units of government; and

WHEREAS, the Alliance recognizes that the I-94 corridor is the "Main Street of the Upper Midwest," and contributes to the well-being, recreational and tourism opportunities and economic stability and prosperity of those communities located along its path; and

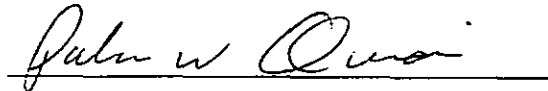
WHEREAS, the Alliance also recognizes the need for a broad-based partnership agreement to encourage communication, coordination of efforts and project development as time and funds permit for the I-94 corridor; and

WHEREAS, a primary focus of the Alliance is supporting the re-authorization of the federal Intermodal Surface Transportation Efficiency Act (ISTEA) and seeking new ISTEA funds for the I-94 corridor; and

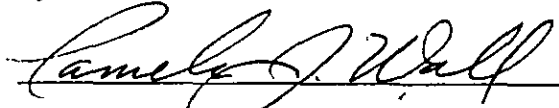
WHEREAS, in appreciation of the diverse economic and quality-of-life characteristics associated with the I-94 corridor, it is in the County's best interest to become a general member so as to be kept informed the Alliance's efforts;

NOW, THEREFORE, BE IT RESOLVED by the St. Clair County Board of Commissioners that the County of St. Clair join the I-94 International Trade Alliance as a general member.

DATED: April 9, 1997



Reviewed and Approved by:







ELWOOD L. BROWN
COUNTY CORPORATION COUNSEL
301 County Building
Port Huron, MI 48060

COUNTY RESOLUTION
SUPPORTING A PURCHASE OF DEVELOPMENT
RIGHTS NOMINATION

At a regular meeting of the County Board of Commissioners of St. Clair County, Michigan, held in the Commissioners Room 202, County Building, 201 McMorran Boulevard, Port Huron, Michigan on the 26th day of March, 1997, at 7:30 o'clock P.M. Eastern Standard Time.

PRESENT: Commissioners Pat Acciavatti, Frank Bacon, Lee Masters, Pat Quain, Pam Wall, Don Wismer, Judy Wismer -7.

ABSENT: None

The following Resolution was offered by Commissioner Masters and seconded by Commissioner Wismer.

WHEREAS, on March 26, 1997, the County Board of Commissioners received a request from RICHARD TOWNSEND for support of his application to the State for purchase development rights under Part 361, Farmland and Open Space Preservation, of the Natural Resources Environmental Protection Act, Act 451 of 1994, as amended; and

WHEREAS, the County Board of Commissioners has reviewed this request for support and determined that the nomination of this property for development rights acquisition is compatible with the long-range goals of the County regarding farmland preservation; and

WHEREAS, the County Board of Commissioners finds the request for the purchase of development rights acceptable.

NOW, THEREFORE, BE IT RESOLVED BY THE St. Clair County Board of Commissioners as follows:

- 1) That the County Board of Commissioners hereby certifies that the nominated property is currently zoned for agricultural use and not zoned for commercial or industrial uses.
- 2) That the County Board of Commissioners hereby supports the request for nomination of the property for development rights acquisition.
- 3) That the County Board of Commissioners hereby certifies that development rights acquisition of the nominated property is compatible with the long-range farmland preservation goals of the County.
- 4) That the County Clerk is hereby directed to transmit certified and sealed copies of this resolution to the applicant.

ADOPTED: YEAS: 7
NAYS: 0

DATED: March 26, 1997

Reviewed and Approved by:

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

Lee Masters
Pat Acciavatti
Judy Wismer



METROPOLITAN PLANNING COMMISSION

County of St. Clair, Michigan

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

MEMO

To: Chairperson and County Board of Commissioners
From: Gordon Ruttan, Planning Director
Subject: Recommendation on Applications for Purchase of Development Rights
Date: March 21, 1997

At the request of the County Board of Commissioners, the Planning Commission has considered two separate requests for the purchase of development rights nomination. The Planning Commission met on Wednesday, March 19, 1997, to review the applications, compile the findings, and develop a recommendation for the Board of Commissioners. Those recommendations follow.

Cold Springs Farms (Grant and Burtchville Townships): The Planning Commission recommends that the Board of Commissioners support the application of Cold Springs Farms for nomination of the purchase of their development rights on approximately 2300 acres of land. In developing this recommendation the Planning Commission found that the proposed property is zoned for agricultural purposes and the request is compatible with the long-range preservation goals of the County. Additionally, the Commission found that the property which has been nominated is prime productive soils, is a relatively significant tract of land, and is consistent with the goals and objectives of the Grant Township land use plan.

Richard Townsend (Grant Township): The Planning Commission recommends that the Board of Commissioners support the application of Mr. Richard Townsend for nomination of the purchase of his development rights on approximately 56 acres of land. In formulating this recommendation the Planning Commission found that the proposed property is zoned for agricultural purposes and the request is compatible with the long-range preservation goals of the County. Additionally, the Commission found that the property which has been nominated is prime productive soils, is a relatively significant tract of land, and is consistent with the goals and objectives of the Grant Township land use plan.

cc: Jim Hayes, Grant Township Clerk
Mark Smith, Burtchville Township Clerk

PDRRECOM 397

A Government of Service



COUNTY RESOLUTION
SUPPORTING A PURCHASE OF DEVELOPMENT
RIGHTS NOMINATION

At a regular meeting of the County Board of Commissioners of St. Clair County, Michigan, held in the Commissioners Room 202, County Building, 201 McMorran Boulevard, Port Huron, Michigan on the 26th day of March, 1997, at 7:30 o'clock P.M. Eastern Standard Time.

PRESENT: Commissioners Pat Acciavatti, Frank Bacon, Lee Masters, Pat Quain, Pam Wall, Don Wismer, Judy Keegan -7

ABSENT: None

The following Resolution was offered by Commissioner Masters and seconded by Commissioner Bacon.

WHEREAS, on March 26, 1997, the County Board of Commissioners received a request from COLD SPRINGS FARMS for support of their application to the State for purchase development rights under Part 361, Farmland and Open Space Preservation, of the Natural Resources Environmental Protection Act, Act 451 of 1994, as amended; and

WHEREAS, the County Board of Commissioners has reviewed this request for support and determined that the nomination of this property for development rights acquisition is compatible with the long-range goals of the County regarding farmland preservation; and

WHEREAS, the County Board of Commissioners finds the request for the purchase of development rights acceptable.

NOW, THEREFORE, BE IT RESOLVED BY THE St. Clair County Board of Commissioners as follows:

- 1) That the County Board of Commissioners hereby certifies that the nominated property is currently zoned for agricultural use and not zoned for commercial or industrial uses.
- 2) That the County Board of Commissioners hereby supports the request for nomination of the property for development rights acquisition.
- 3) That the County Board of Commissioners hereby certifies that development rights acquisition of the nominated property is compatible with the long-range farmland preservation goals of the County.
- 4) That the County Clerk is hereby directed to transmit certified and sealed copies of this resolution to the applicant.

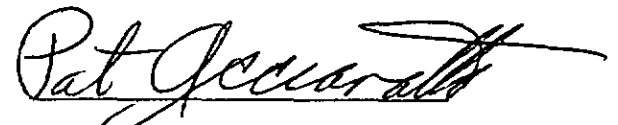
ADOPTED: YEAS: -7
NAYS: -0

DATED: March 26, 1997

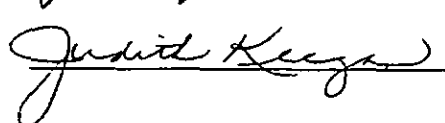
Reviewed and Approved by:



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









METROPOLITAN PLANNING COMMISSION

County of St. Clair, Michigan

108 McMORRAN BLVD., PORT HURON, MICHIGAN 48060-4082 (810) 987-4884

MEMO

To: Chairperson and County Board of Commissioners
From: Gordon Ruttan, Planning Director
Subject: Recommendation on Applications for Purchase of Development Rights
Date: March 21, 1997

At the request of the County Board of Commissioners, the Planning Commission has considered two separate requests for the purchase of development rights nomination. The Planning Commission met on Wednesday, March 19, 1997, to review the applications, compile the findings, and develop a recommendation for the Board of Commissioners. Those recommendations follow.

Cold Springs Farms (Grant and Burtchville Townships): The Planning Commission recommends that the Board of Commissioners support the application of Cold Springs Farms for nomination of the purchase of their development rights on approximately 2300 acres of land. In developing this recommendation the Planning Commission found that the proposed property is zoned for agricultural purposes and the request is compatible with the long-range preservation goals of the County. Additionally, the Commission found that the property which has been nominated is prime productive soils, is a relatively significant tract of land, and is consistent with the goals and objectives of the Grant Township land use plan.

Richard Townsend (Grant Township): The Planning Commission recommends that the Board of Commissioners support the application of Mr. Richard Townsend for nomination of the purchase of his development rights on approximately 56 acres of land. In formulating this recommendation the Planning Commission found that the proposed property is zoned for agricultural purposes and the request is compatible with the long-range preservation goals of the County. Additionally, the Commission found that the property which has been nominated is prime productive soils, is a relatively significant tract of land, and is consistent with the goals and objectives of the Grant Township land use plan.

cc: Jim Hayes, Grant Township Clerk
Mark Smith, Burtchville Township Clerk

PDRRECOM.397

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RESOLUTION 97-11

AUTHORIZING THE SALE OF A TRACT OF LAND ALONG M-29
IN COTTRELLVILLE TOWNSHIP TO M.D.O.T.

WHEREAS, the Michigan Department of Transportation has requested St. Clair County to sign a document entitled "Option for Purchase of Land" to acquire a tract of land that is 35 feet in width that follows along M-29 in Cottrellville Township, St. Clair County for the purpose of widening Highway M-29 in front of the 72nd District Court Building, 2088 S. Parker, Marine City, Michigan; and

WHEREAS, Section 10 of Act 156 of the Public Acts of 1851, as amended, provides that the Board of Commissioners has the specific authority to authorize the sale of real estate belonging to the County, and further may prescribe the manner in which a conveyance of the real estate is to be executed; and

WHEREAS, the request has been reviewed by the County Administrator/Controller with Corporate Counsel and a proposed sale of the property to the Michigan Department of Transportation has been recommended for a sale price of \$2,750.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners does hereby approve the sale of above mentioned property and authorizes the Administrator/Controller to execute the "Option to Purchase Land" as provided in Exhibit "A" attached hereto, the "Valuation Statement Nominal Take Waiver of Appraisal", the "Permit" to grade private drive and remove trees if required, and any other documents which may be necessary.

DATED: March 26, 1997

Reviewed and Approved by:



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



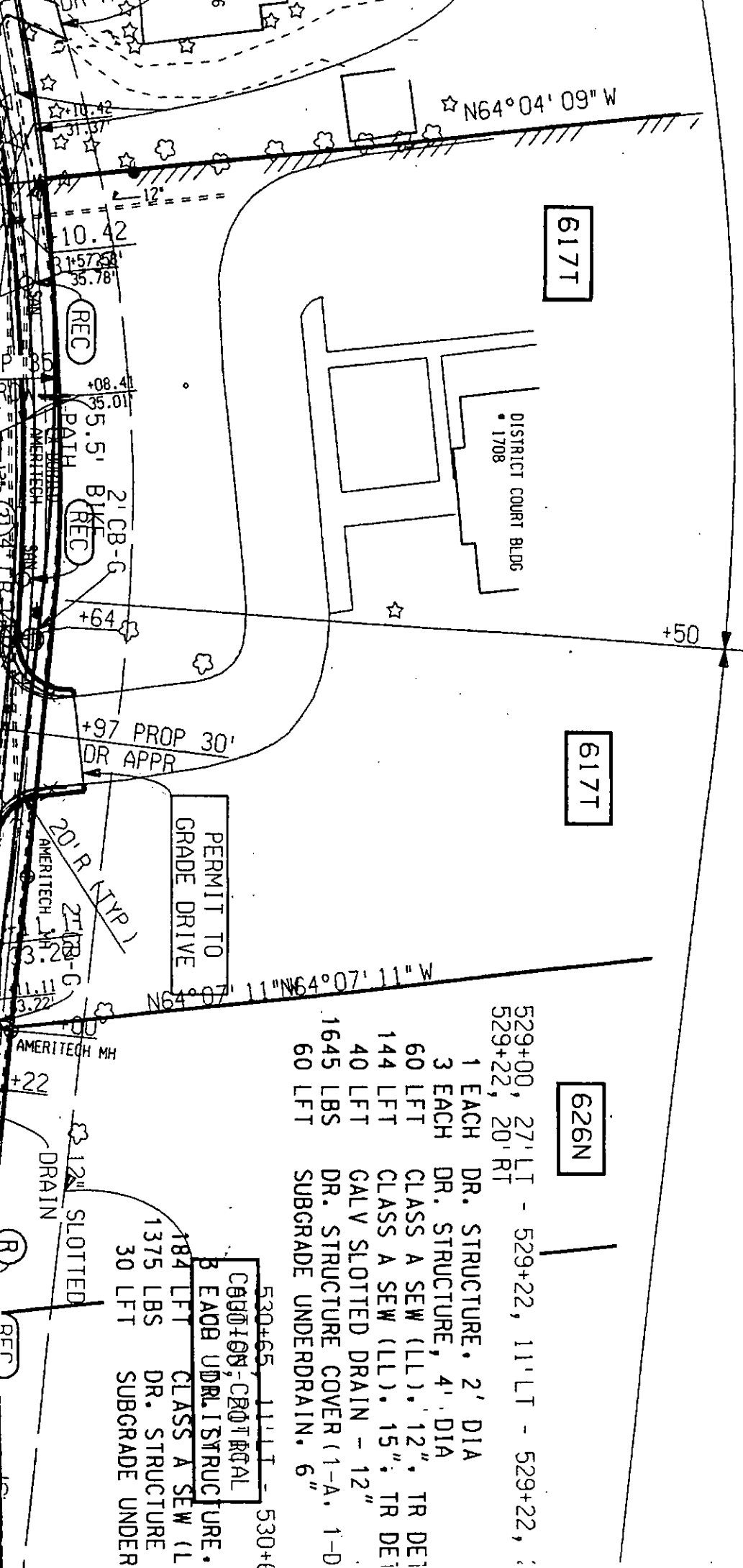
EQUATION
 0+59.01 BACK=
 0+60.00 AHEAD
 RTENS 0.99 FT

CONST
 CURVE DATA
 $\Delta=0^{\circ}45'50''$ LT
 P1 = 528+33.99
 NO CURVE

CONST
 CURVE DATA
 $\Delta=0^{\circ}45'50''$ RT
 P1 = 530+59.01 BACK
 = 530+60.00 AHEAD
 NO CURVE

X - 4B FOR WEDGING
 ELEVATION CORRECTION
 1+95 TO STA 529+97
 BIT MIXTURE - 4B

CITY OF MARINE CITY



617T

617T

626N

- 529+00, 27' LT - 529+22, 11' LT - 529+22, 529+22, 20' RT
- 1 EACH DR. STRUCTURE, 2' DIA
- 3 EACH DR. STRUCTURE, 4' DIA
- 60 LFT CLASS A SEW (LL), 12", TR DET
- 144 LFT CLASS A SEW (LL), 15", TR DET
- 40 LFT GALV SLOTTED DRAIN - 12"
- 1645 LBS DR. STRUCTURE COVER (1-A, 1-D)
- 60 LFT SUBGRADE UNDER DRAIN, 6"

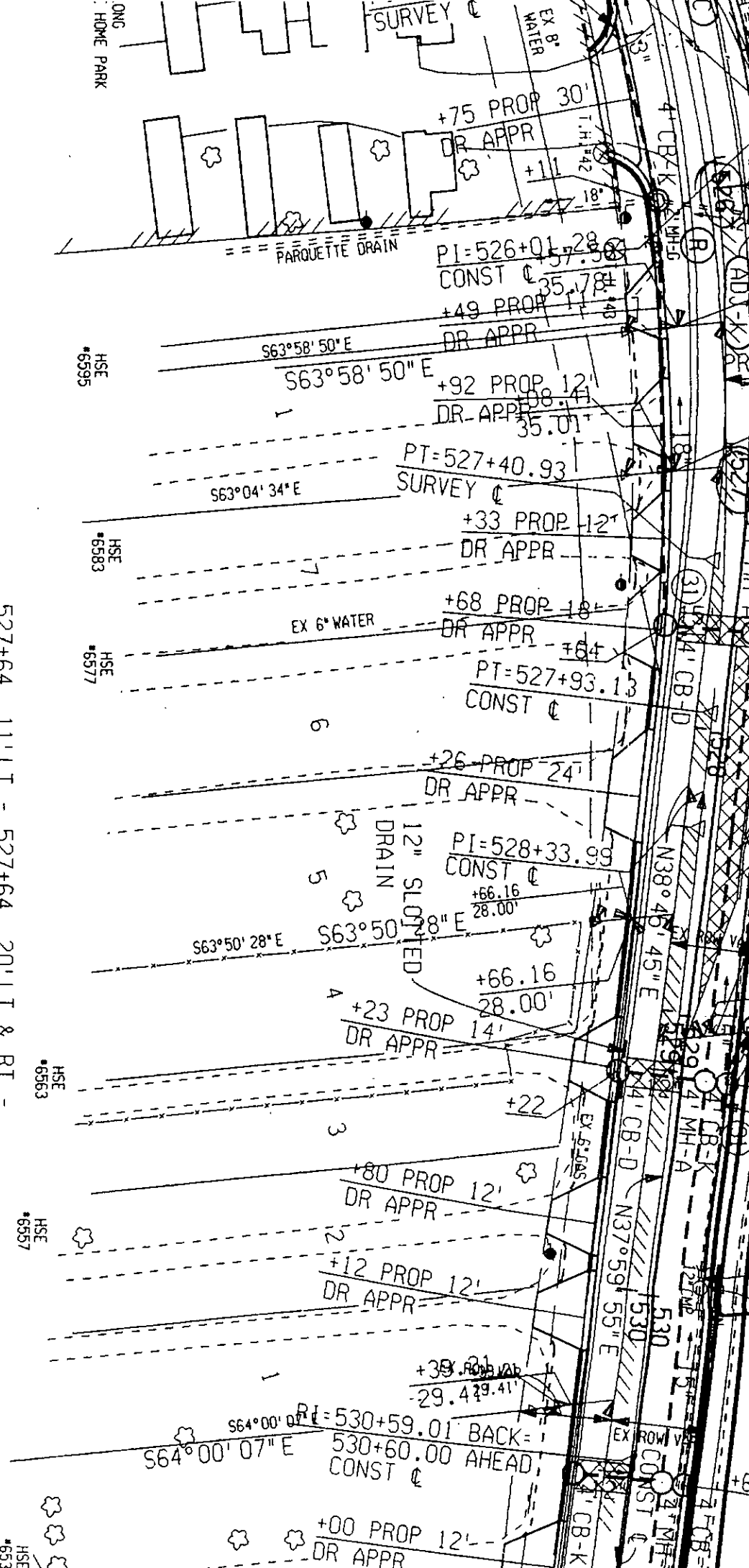
530+65, 11' LT - 530+65
 CONDITION - CONTROL
 EACH UNDER STRUCTURE,
 184 LFT CLASS A SEW (LL)
 1375 LBS DR. STRUCTURE
 30 LFT SUBGRADE UNDER

SUPERVISOR NICKLE PLAT

PLAT OF MARINE CITY JUNCTION BEACH

20' RT
 STRUCTURE, 4' DIA
 SEW (LL), 18", TR DET B
 STRUCTURE COVER (2-K)
 UNDERDRAIN, 6"
 OF 4' DIA DR. STRUCTURE, 8'

527+64, 11' LT - 527+64, 20' LT & RT -
 527+64, 27' LT
 1 EACH DR. STRUCTURE, 2' DIA
 3 EACH DR. STRUCTURE, 4' DIA
 16 LFT CLASS A SEW (LL), 12", TR DET B
 190 LFT CLASS A SEW (LL), 15", TR DET B
 1645 LBS DR. STRUCTURE COVER (1-A, 1-D, 1-G, 1-K)
 30 LFT SUBGRADE UNDERDRAIN, 6"
 0.5 FT ADD DEPTH OF 4' DIA DR. STRUCTURE, 8'
 TO 15'



HSE #653

HSE #595

HSE #583

HSE #577

HSE #563

HSE #557

RESOLUTION 97-10

APPROVING SUPPLEMENTAL APPROPRIATION OF
SENIOR CITIZENS MILLAGE FUNDS
FOR 1997

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: That the St. Clair County Board of Commissioners approves a supplemental, one-time appropriation for 1997 from the Senior Citizens Millage Fund as follows:

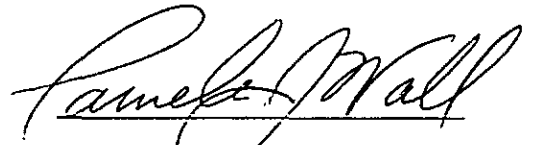
St. Clair County Council on Aging, Inc.	\$39,900
D.A.R.E.S. - Pathway Shelter	<u>15,010</u>
Total:	\$54,910

DATED: March 26, 1997

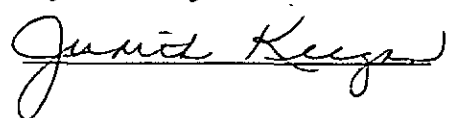
Reviewed and Approved by:



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







RESOLUTION OF SUPPORT AND COMMITMENT
FOR ST. CLAIR COUNTY COASTAL RESOURCES-LAND USE IMPLICATIONS

WHEREAS, the State of Michigan requires that a community seeking to receive Coastal Zone funds must adopt a resolution demonstrating support of a proposed project and a commitment to providing the local share of the project costs; and

WHEREAS, St. Clair County intends to apply for these funds to support the study and development of a data base that will be shared with local communities along the Lake Huron, St. Clair River, and Lake St. Clair shorelines; and

WHEREAS, this data base will assist those local communities, the County, numerous State and Federal agencies, and local school districts, in understanding the coastal resources that exist in St. Clair County; and


WHEREAS, this data base will assist local communities, the County, State and Federal agencies in developing effective land use policy and management efforts directed at protecting and minimizing adverse impact of land use activities on those coastal resources; and

WHEREAS, St. Clair County has applied for \$21,200 in CZM funds to be matched with \$22,850 of local funds for a total project cost of \$44,050.

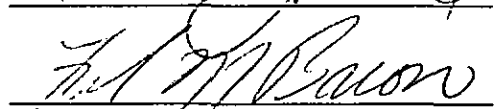
NOW, THEREFORE, BE IT RESOLVED, that the County Board of Commissioners for the County of St. Clair approves the submittal of the grant application to the Coastal Management Program in the amount of \$44,050 for the completion of a Land Use Implications Study for the shoreline communities within St. Clair County, and commits that the local match shall be provided if the project is funded.

DATED: March 26, 1997

Reviewed and Approved by:



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





METROPOLITAN PLANNING COMMISSION

County of St. Clair, Michigan

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

MEMO

To: Donald Dodge, Administrator/Controller
From: Gordon Ruttan *GR*
Subject: Proposed Resolution of Support - Coastal Zone Grant
Date: March 17, 1997

At the last Public Works Committee meeting of the County Board of Commissioners, staff from this office advised the Committee of a new grant that the Planning Commission had applied for. This grant was through the Coastal Zone Management (CZM) program of the State and would be used to fund GIS research on coastal resource issues throughout coastal communities of the county. Staff alerted the Committee that a resolution of support would have to be adopted and would be presented to them on March 26, 1997. However, prior to that time a draft would be supplied to your office for review and consideration, perhaps being rewritten or formatted by Corporation Counsel. That draft resolution is attached and we are requesting that you review it and enclose a final version in the County Board of Commissioners' agenda for March 26.

If you have any questions regarding this request or the CZM application, feel free to call. I do intend to be present at the March 26 Board meeting, and have staff members attend as well.

CZMRESOL.COV

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RESOLUTION 97-8

APPROVING NATURAL RESOURCES TRUST FUND GRANT
FOR WADHAMS TO AVOCA TRAIL

WHEREAS, Part 19, Natural Resources Trust Fund, of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994, established the Michigan Natural Resources Trust Fund, which provides for acquisition and development of lands for public recreation purposes; and

WHEREAS, the County of St. Clair desires to acquire CSX Railroad right-of-way from Wadhams to Avoca for public recreational purposes; and

WHEREAS, the County of St. Clair agrees to be solely responsible for the operation and maintenance of the property as set forth in the Project Agreement between St. Clair County and the Michigan Department of Natural Resources for Project Number TF 96-195.

NOW THEREFORE, BE IT RESOLVED, that the County of St. Clair is authorized to enter into the Project Agreement with the Michigan Department of Natural Resources and agrees to perform the terms and conditions of said agreement; and

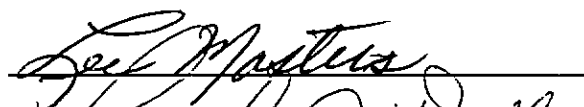
BE IT FURTHER RESOLVED, that the St. Clair County Park Millage Fund will provide the local match for said agreement.

DATED: March 12, 1997

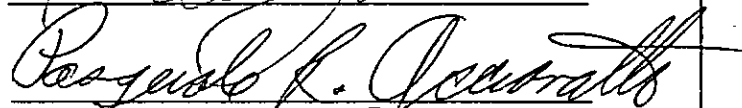
Reviewed and Approved by:

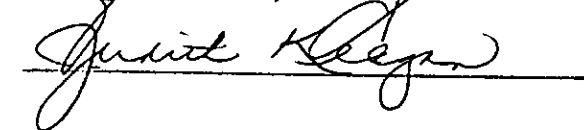


ELWOOD L. BROWN
County Corporation Counsel
301 County Building
Port Huron, MI 48060









RESOLUTION 97-7

ADOPTING COLLECTIVE BARGAINING AGREEMENT
BETWEEN ST. CLAIR COUNTY
AND
PROSECUTING ATTORNEY EMPLOYEES ASSOCIATION

WHEREAS, the Prosecuting Attorney Employees Association 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

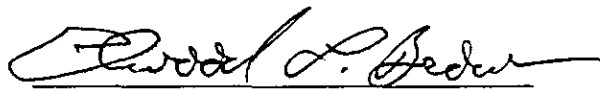
WHEREAS, St. Clair County has authority and responsibility to bargain on matters of wages and working conditions; and

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 July 1, 1997 through June 30, 1998, is hereby approved and adopted.

DATED: March 12, 1997

Reviewed and Approved by:



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








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AGREEMENT

This Agreement is entered into on July 1, 1997 between the St. Clair County Board of Commissioners (hereinafter "the County"), the St. Clair County Prosecuting Attorney (hereinafter "the Prosecutor") or collectively as the Co-Employer" and the Association of Professional Employees of the St. Clair County Prosecuting Attorney (hereinafter "the Association"). The headings used in this Agreement are for reference only.

ARTICLE 1 RECOGNITION

1.1: The Association is recognized as the exclusive representative for the purpose of collective bargaining with respect to wages, rates of pay, hours, terms and conditions of employment for all Assistant Prosecutors and Investigators, excluding the Chief Assistant.

ARTICLE 2 ASSOCIATION REPRESENTATION

2.1: Employees covered by this Agreement shall be represented on all matters of application of this Agreement by two (2) association representatives.

2.2: Employees subject to the Agreement shall be represented by a Bargaining Committee selected by the membership comprised of no more than two (2) members. The Bargaining Committee members shall suffer no loss of pay or benefits for attending negotiation meetings scheduled during their regularly scheduled hours of work.

2.3: The representatives of the association shall suffer no loss of pay or benefits for representing members of the Bargaining Unit on all matters of application of this Agreement, such as grievances, negotiations of changes of terms and conditions of employment and other matters within the purview of this Agreement during regularly scheduled hours of work.

2.4: The association shall notify the Prosecuting Attorney and the Personnel Director, in writing, of names and classifications of all representatives of the association. Notice of changes in association representation shall be made in prompt fashion. Members of the unit who are not officially identified as association representatives shall not be recognized or permitted to represent the interest of other members of the association to the Co-Employers.

2.5: The representation of employees shall not unduly disrupt the Co-Employer's operation or ability to effectively render services. To facilitate this end, the employee representative and the employee shall notify their respective supervisors of the need

to meet and confer or to expedite association business. Supervisors shall not deny any reasonable request. The Co-Employers, including their supervisors, shall make every effort to accommodate the representatives of the association in their representation of Bargaining Unit members to promote harmonious relations.

ARTICLE 3
MANAGEMENT RIGHTS

3.1: The County of St. Clair, on its own behalf and on behalf of the people of the County, retains and reserves unto itself without limitations all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan, and of the United States regarding the St. Clair County Prosecuting Attorney's office.

3.2: A. The Prosecuting Attorney is the one elected official in the state of Michigan identified in law as the "chief law enforcement official of the County". The Prosecuting Attorney is directly accountable to the citizens of the County and is ultimately responsible for every discretionary decision rendered by him or any member of his professional staff. This Agreement, based on the discretionary nature of the employees positions, recognizes the high levels of trust and confidence that are necessary to maintain a sound working relationship between the Prosecuting Attorney and the employees covered under this Agreement.

B. The Prosecuting Attorney, on his own behalf and on the behalf of the people of the County, hereby retains and reserves unto himself and his office, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in such office by the laws and Constitution of the State of Michigan, and of the United States. These rights specifically include the right to the executive management and administrative control of the Prosecuting Attorney's office. The exercise of these powers, rights, authority, duties and responsibilities by the Prosecuting Attorney and the adoption of such rules, regulations and policies as the Prosecuting Attorney may deem necessary, may be limited only by the specific and expressed terms of this Agreement.

C. The Prosecuting Attorney retains all rights provided by law, which include but are not limited to those listed here:

i. To manage and operate the office of the Prosecuting

Attorney and its business and to maintain order and efficiency in its operation.

- ii. To hire and discharge employees covered by this Agreement. It is understood between the parties that employment under this agreement is subject to commencement and termination at the will of the Prosecuting Attorney.
- iii. To promote, demote, discipline or suspend employees covered by this Agreement.
- iv. To install, modify or change methods of operations, work schedules and work assignments.
- v. To approve time off and vacations, and to withhold time off or vacations if deemed necessary for the proper functioning of the office.
- vi. To have sole discretion to approve pay rates within the budget established by the Board of Commissioners. Approved pay rates shall be deemed to be within the budget so long as the Prosecuting Attorney's budget appropriation for total personal services would not be exceeded by implementing the approved pay rates. Salary increases shall be based upon merit as determined in the sole discretion of the Prosecuting Attorney. The Prosecuting Attorney will endeavor to review performance and "merit" on a continuing basis, and to review the salary for each employee on an annual basis. In the event that a salary increase is not granted after any such salary review, the reason(s) for that decision by the Prosecuting Attorney should be expressed in confidence to the employee. Such employees shall have the right to invoke the grievance procedure as set forth in Article 4.

ARTICLE 4
GRIEVANCE PROCEDURE

4.1: A grievance is any dispute, controversy or difference between an association member and the Co-Employers on any issue with respect to meaning, application or interpretation of any term or provision of this Agreement.

4.2: A grievance shall refer to the specific provision(s) of this Agreement alleged to have been violated.

4.3: A grievance that does not specifically apply to salary,

or fringe benefit(s) shall be considered non-economic. A grievance that specifically applies to salary or fringe benefit(s) shall be considered economic. An economic grievance shall be referred to the Personnel Officer and/or the Controller for resolution within fifteen (15) calendar days of occurrence to be timely. An economic grievance may be appealed to binding arbitration if written notice is given to the Personnel Officer within thirty (30) calendar days of the County's grievance response. The Union shall have the option to select arbitration through the Michigan Employment Relations Commission or the American Arbitration Association or as otherwise mutually agreed by the parties. The fee and expenses of the arbitrator shall be shared equally by the County and the Union. All other expenses related to the arbitration proceedings, including any expenses incurred by calling witnesses, shall be borne by the parties incurring such expenses. The arbitrator shall be limited to apply and interpret those articles and sections of this Agreement and shall have powers as hereby limited by application of 4.1 of this Article, after due investigation, to make a decision in cases of alleged violations, misinterpretations, or misapplications of a specified article and section of this Agreement. A grievance relating to pay rates or changes thereto which are within the discretion of the Prosecuting Attorney as stated in Article 3 (vi) shall be addressed by the procedure for non-economic grievances as stated below in section 4.4 and shall not be subject to binding arbitration.

4.4: A non-economic grievance shall first be brought to the attention of the Chief Assistant Prosecuting Attorney within a reasonable time. The grievance shall not be in writing and shall be expressed in confidence by the aggrieved employee to the Chief Assistant Prosecuting Attorney. The employee may be accompanied by any duly designated employee representative covered by this Agreement. The employee will be given full opportunity to be heard and present any evidence or facts in support of his or her position. Every effort shall be made to effect a resolution of the grievance at this stage.

A grievance which is not resolved at the first stage shall then be expressed to the Prosecuting Attorney. It shall not be in writing and shall be communicated in confidence with full opportunity to be heard and to present witnesses and evidence if so desired. The grievant may have any employee representative covered by this Agreement present. The Prosecuting Attorney shall consider the recommendation of the Chief Assistant Prosecuting Attorney resultant from the first stage of the grievance procedure, as well as the response to it, if any, from the grievant. The Prosecuting Attorney shall independently determine the resolution of the grievance de novo.

In the event the grievance is not resolved at the second stage, the grievance shall be reduced to writing and distributed to all employees covered by this Agreement. Upon receipt of the

grievance the employees shall advise of their position on the grievance and tender any comments they deem appropriate. The position statement and comments may be unsigned and directed in confidence to the Prosecuting Attorney and Chief Assistant. In recognition of the professional nature of the staff and in an effort to maintain a harmonious working relationship, full consideration will be given to the positions and comments tendered. Disposition of the grievance shall be made in the sole discretion of the Prosecuting Attorney. The disposition of the grievance and the reasons underlying the disposition shall be communicated in writing to the employees, if requested by them.

ARTICLE 5
DISCHARGE AND SUSPENSION

5.1: Should the discharged, suspended or disciplined employee consider the charge improper, procedures outlined in the Grievance Procedure provisions of this Agreement may be followed by the employee.

5.2: Salary continuation:

A. In the event the Prosecuting Attorney discharges an employee covered by this Agreement, the discharged employee shall receive salary continuation as follows:

- i. After the employee's second (2nd) anniversary of employment, and prior to the employee's third (3rd) anniversary, two-thirds (2/3) of two (2) months gross pay of that employee.
- ii. After the employee's third (3rd) anniversary of employment, and prior to the employee's fourth (4th) anniversary, two-thirds (2/3) of three (3) months gross pay of that employee.
- iii. After the employee's fourth (4th) anniversary of employment, and thereafter, two-thirds (2/3) of four (4) months gross pay of that employee.
- iv. All Association members who were members on 30 June 1991 shall be deemed to have passed their fourth (4th) anniversary of employment for purposes of this Article, regardless of their actual time in service.

B. In the event the successor to the St. Clair County Prosecutor in office as of the date of the signing of this Agreement discharges an Assistant Prosecuting Attorney or Investigator hired after June 30, 1991 but prior to the implementation date of the contract, the

discharged employee shall receive salary continuation equal to two-thirds (2/3) of four (4) months gross pay of that employee, regardless of the employee's actual time in service.

- C. Any sums payable under this Article shall be paid in full within three (3) weeks of the date of discharge.

ARTICLE 6 LAYOFF & RECALL

6.1: Layoff shall mean a reduction in the work force due to a decrease of work, reorganization and/or restructuring as determined by the Prosecuting Attorney or budget limitation as determined by the County, subject to minimum levels of service ability as determined by law.

6.2: When a layoff is determined to be necessary by the Co-Employer, the Association shall be notified promptly. The Association may request to meet with the Co-Employer prior to implementing a layoff. The Co-Employer shall not be prohibited or constrained from instituting a layoff on the basis of attempting to facilitate a meeting.

6.3: When a layoff is necessary in the bargaining unit, it shall be within the discretion of the Prosecuting Attorney to determine which individual or individuals shall be the subject of the layoff. Seniority shall be considered as a factor in the decision but shall not be controlling or binding on the Prosecuting Attorney.

6.4: During the period of layoff, an employee shall accrue no seniority nor be eligible for any fringe benefits.

6.5: A laid off employee shall have recall rights for a period of six (6) months or the length of their seniority, whichever is greater, but not greater than two (2) years. The right to be recalled is not absolute but rather is within the discretion of the Prosecuting Attorney. In the event an individual is recalled from layoff, his or her benefits shall be reinstated consistent with their rights of seniority prior to their layoff.

ARTICLE 7 RATES FOR NEW JOBS

7.1: The Prosecuting Attorney and/or County shall notify the Association of a newly proposed classification and rate structure not less than thirty (30) calendar days prior to the time the classification becomes effective.

AGREEMENT

BETWEEN THE

ST. CLAIR COUNTY BOARD OF COMMISSIONERS

ST. CLAIR COUNTY PROSECUTING ATTORNEY

AND THE

ASSOCIATION OF PROFESSIONAL EMPLOYEES OF THE
ST. CLAIR COUNTY PROSECUTING ATTORNEY

JULY 1, 1997

THROUGH

JUNE 30, 1998

7.2: The Association shall, no less than ten (10) calendar days prior to implementation, request a meeting to collectively bargain or discuss the rate structure, which meeting shall be held or the matter will be considered resolved.

7.3: The Prosecuting Attorney and/or County shall not make an appointment to the proposed classification for a period of thirty (30) calendar days from the date of the Association's request.

ARTICLE 8
VETERANS

8.1: The re-employment rights of employees will be in accordance with all applicable laws and regulations.

8.2: Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their Reserve pay and their regular pay when they are on full time active duty in the Reserve or National Guard; provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the limitation.

ARTICLE 9
LEAVES OF ABSENCE

9.1: Leaves of absence for reasonable periods, not to exceed one (1) year may be granted within the discretion of the Prosecuting Attorney.

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

All leaves granted shall be for a period of not more than one (1) year, consistent with complying with the period of medical disability stipulated in writing by the attending physician. The Prosecuting Attorney may require an employee on a leave of absence due to illness to submit to an examination by a physician chosen by the Prosecuting Attorney, provided the fees of whom shall be paid by the County.

9.2: 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 Co-Employer.

9.3: Leaves of absence for reasonable periods, not to exceed

one (1) year, may be granted within the discretion of the Prosecuting Attorney for educational purposes consistent with meeting the operating needs of the Department.

9.4: All leaves based upon illness, including maternity, shall be supported by a statement from the attending physician, when requested by the Prosecuting Attorney. In all cases of illness extending beyond (7) calendar days, the employee shall provide, upon request by the Prosecuting Attorney and at reasonable intervals, physician statements evidencing the employee's inability to return to normal work duties. The Prosecuting Attorney may waive the right, but such waiver shall not form the basis for submitting a grievance when such waiver is not granted.

9.5: In no case shall employees be granted a leave of absence greater than their accrued seniority.

9.6: 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 has recovered and is able to return to normal work duties.

9.7: Request for an extension of a leave of absence shall be submitted in writing to the Prosecuting Attorney no less than five (5) working days prior to the expiration date of the leave.

9.8: 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.

9.9: Failure to report to work on the first scheduled work day after the expiration of a leave of absence may result in an immediate discharge.

9.10: Leaves of absence with pay for short term educational training which, in the judgement of the Prosecuting Attorney, would benefit the County may be authorized by the Prosecuting Attorney.

ARTICLE 10 WORKING HOURS

10.1: The work day shall consist of seven and one-half (7 1/2) hours and the work week shall consist of thirty-seven and one-half (37 1/2) hours for the purposes of computing salary.

10.2: The working hours will generally, but not strictly, coincide with the hours of other County employees working in the County Building. Employees covered by this agreement shall be available to police agencies for telephone inquiries, search and arrest warrant preparations, weekend arraignments and on site crime scene assistance in accordance with a weekly "on call" duty roster to be prepared and maintained by the Prosecuting Attorney, or a

member of his supervisory staff as designated by him.

Employees required to be "on call" shall be compensated for each week of such duty by the award of one compensatory day and one hundred fifty dollars (\$150.00). Compensatory time shall be taken within one (1) year from the date it is earned or it shall be forfeited. The Prosecuting Attorney shall have authority to approve all trades among employees. Trades shall be compensated at the rate of three hundred dollars (\$300.00).

10.3: A log of compensatory time awarded and used shall be maintained by the Prosecuting Attorney, or a member of his supervisory staff as designated.

10.4: Compensatory time shall be taken when all other responsibilities have been fulfilled and may be taken in small amounts upon short notice. Compensatory time requires the prior approval of the Chief of the Criminal Division or upon his unavailability, the Chief Assistant Prosecutor or the Prosecuting Attorney.

ARTICLE 11
PROFESSIONAL LIABILITY

11.1: Members of the association shall be protected against suit or damage brought against them while in the performance of their duties on behalf of the Prosecuting Attorney and the County.

11.2: Protection shall mean the County shall have responsibility and obligation for costs associated with representation and damages.

ARTICLE 12
SICK DAYS AND DISABILITY

12.1: Full time employees shall be credited with one (1) sick day upon each monthly anniversary to be used for the purposes provided by this Agreement. Any sick day use other than provided by this Agreement shall be considered a misuse and an abuse. An employee on an approved leave, with or without pay, shall be subject to Article 9 - Leave of Absence.

12.2: Full time employees shall be entitled to accrue sick days to a maximum of forty (40) days, but only thirty (30) days shall be subject to compensation upon employment termination consistent with 12.13.

12.3: An employee shall be eligible to use sick days, upon satisfactory completion of the orientation period, for personal illness or serious or critical illness to their spouse or child.

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

12.5: The Prosecuting Attorney may require the employee to provide a physician's statement evidencing disability or serious or critical illness in order to utilize sick days. When absence is for two (2) or more days proof of an employee's illness may be required if an employee exhibits questionable attendance or if an employee's illness raises the question of fitness to perform normal duties.

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

12.7: 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.

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

12.9: 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.

12.10: 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.

12.11: 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.

12.12: Employees covered by this Agreement shall be eligible to elect optional, extended disability coverage as provided for in Article 18, subsection 18.6.

12.13: Sick days in excess of the maximum accrual of forty (40) sick days shall automatically convert to vacation days on the basis of two (2) sick days to one (1) vacation day. Be it provided the conversion shall not be transacted if an employee has attained the maximum vacation accrual.

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

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

ARTICLE 13
BEREAVEMENT LEAVE

13.1: Members of the Bargaining Unit may be allowed up to five (5) working days with pay as bereavement leave days, to be deducted from accrued sick days, for a death in the immediate family. Immediate family is to be defined as follows: Mother, Father, Step-Parents, Step-Sibling, Brother, Sister, Wife or Husband, Parent of minor age Son or Daughter, Son or Daughter, Step-Children, Mother-in-Law, Father-in-Law, Brother-in-Law, Sister-in-Law, Son-in-Law, Daughter-in-Law, Grandparents and Grandchildren.

ARTICLE 14
JURY DUTY

14.1: An employee who is called to perform jury duty shall inform the Prosecuting Attorney or Chief Assistant Prosecuting Attorney immediately.

14.2: Employees on jury duty shall be paid regular pay for performing jury duty during regularly scheduled work hours. Pay for jury duty shall be returned to the County.

14.3: Time spent on jury duty shall not be deducted from sick

days or vacation days, nor adversely affect any fringe benefits.

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

ARTICLE 15
INJURY LEAVE
(Worker's Compensation)

15.1: The County shall provide employees the opportunity to supplement Worker's Compensation from accrued sick days and/or disability insurance compensation on a leave of absence due to a work related illness or injury.

15.2: The supplemental compensation shall provide the difference between Worker's Compensation and the employee's normal pay minus Federal, State, local, and F.I.C.A. taxes.

15.3: The supplemental compensation shall be deducted from the employee's accrued sick days and/or disability insurance compensation but in no case exceed the employee's accrued sick days.

15.4: When an employee is eligible for Worker's Compensation, the employee shall endorse to the County the Worker's Compensation check and the County shall continue to provide the employee a regular pay check minus normal authorized payroll deductions or disability insurance compensation.

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

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

ARTICLE 16
VACATIONS

16.1: All full time employees shall be entitled to vacations as determined by the Prosecuting Attorney according to the following schedule:

<u>Years of Service</u>	<u>Option #1</u>	<u>Option #2</u>	<u>Full Time Employees Days</u>
6 Months	5	0	5
1	5	5	5
2	10	5	10
3	12	10	14
4	12	10	15
5 - 6	15	17	17
7 - 9	15	17	18
10 - 11	17	20	19
12 - 14	17	20	20
15 - 19	20	23	21
20 - 24	22	25	
25+	25	28	

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

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

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

16.5: The Prosecuting Attorney shall approve or deny a timely vacation request no more than fourteen (14) calendar days after receipt of such vacation request unless otherwise mutually agreed. This provision shall mean that one (1) day and same day vacation requests shall not be prohibited by the Prosecuting Attorney.

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

ARTICLE 17
HOLIDAYS

17.1: Full time employees shall be entitled for the following paid Holidays as patterned after the Michigan Supreme Court:

New Year's Day
Martin Luther King's Birthday (Third Monday of January)
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve

and such other Holidays as may be established by action of the Board of Commissioners. In the event the Supreme Court modifies its schedules, the above schedule shall be modified accordingly.

17.2: 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.

17.3: In the event a holiday falls on a Sunday, the holiday shall be observed on the following Monday. When a holiday falls on a Saturday, it shall be observed the preceding Friday.

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

17.5: Paid holidays shall be counted as days worked for the purpose of computing all benefits provided by this Agreement.

ARTICLE 18
HEALTH AND DENTAL CARE AND LIFE AND DISABILITY INSURANCE

18.1: Each full time employee shall be eligible to participate in the health care plans offered by the Employer. The titles of the following Riders are established by Blue Cross/Blue Shield of Michigan and are included herein to reference specific benefit programs. The titles do not limit or restrict the employees right to disagree as to amount of payment or reimbursement and to properly appeal should any disagreement arise. The core plan follows:

ML - Laboratory and X-Ray Expense Benefits
 MVF-1 Comprehensive Hospitalization
 Hospital Deductible \$150 - Employee/\$250 - Family
 D45NM - TB and Nervous and Mental Expense Benefits
 SAT-2 - Substance Abuse Programs
 Medicare 2 - 1 - Medicare Complimentary Coverage
 FC - Dependent Eligibility
 SD - Sponsored Dependent
 COB - Coordination of Benefits
 \$3.00 Co-Pay - Prescription Drug Rider
 Master Medical Option 1
 Precertification
 Casemanagement
 FAE - RC - Emergency Room Rider
 VCA- 80 - Optical Plan
 RPS - Routine Pap Smear
 PA - M - Prosthesis
 RM - Routine Mammogram

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

- a. Employees hired on or after September 1, 1986 shall pay 100% of FC, SD, and/or Medicare 2-1 riders premium costs.
- b. Employees hired prior to September 1, 1986 who do not enroll dependents on the FC, SD, and/or Medicare 2-1 riders until after the implementation date of this Agreement shall pay 50% of the rider premium costs and the County shall pay 50% of the premium costs.
- c. Employees hired prior to September 1, 1986 with enrolled dependents shall not pay any of the FC, SD, and/or Medicare 2-1 riders premium costs. Be it provided, however, that enrollment changes on or after the date of implementation shall be subject to the preceding subsection B.
- d. Effective upon the earliest implementation each participating employee shall contribute \$10.00 a month as a premium co-pay through payroll deduction the first two (2) pay periods of each month. The employee shall be required to pay twenty-five (25%) of future premium cost increases.
- e. Employee premium cost shall be paid by way of payroll deduction.

18.2: 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. 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: The County shall implement at its earliest opportunity the following core dental plan and provide the following options. Be it provided that participation is limited to full time regular employees with one year of full time continuous service.

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.

18.4: Full time regular employees shall be eligible for the core life insurance of \$50,000 or any of the other options as follows:

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.

18.5: The County shall implement at its earliest opportunity the following option to the core salary continuation (disability) plan.

A. CORE OPTION

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

B. OPTION I

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

The employee 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.

18.6: In order to acquire and maintain any of the benefits provided by Article 18, the employee must enroll and register subsequent changes and modifications as they occur and in accordance with the governing regulations established by the County and/or the insurance carrier.

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 premium costs.

18.8: On an approved leave of absence without pay, the employee may continue premium payment consistent with the terms of applicable laws.

ARTICLE 19
ACT OF GOD

19.1: In the event of a natural or man-made disaster or emergency, the Chairman of the Board of Commissioners or the Chairman's designees, the County Administrator or Controller, may declare the same and authorize the pay of those employees unable to report to work. An employee who reports to work shall receive compensatory time or straight pay for the work performed.

19.2: In the event any member of the bargaining unit is sent home from work or advised not to report to work for reason other than discipline by the Co-Employer, such employee shall receive a full day's pay for that day.

ARTICLE 20
MILEAGE ALLOWANCE

20.1: Employees who use their personal vehicles on business of the Co-Employer shall be reimbursed at the maximum allowable I.R.S. rate.

ARTICLE 21
RETIREMENT

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

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

21.3: 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.

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

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

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

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

ARTICLE 22

WAGES

JULY 1, 1997 - 2.5%

ASSISTANT PROSECUTING ATTORNEY

<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>	<u>6 YEAR</u>
\$37,700	39,262	40,861	42,541	44,667	46,483	48,636
<u>7 YEAR</u>	<u>8 YEAR</u>	<u>9 YEAR</u>	<u>10 YEAR</u>	<u>11 YEAR</u>	<u>12 YEAR</u>	<u>13 YEAR</u>
50,888	52,247	54,350	56,560	59,135	61,828	64,454
<u>14 YEAR</u>	<u>15 YEAR</u>					
\$67,195	70,041					

INVESTIGATOR

<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>
\$38,561	40,757	40,913	42,436	44,034	46,234

ARTICLE 23
TERMINATION OF AGREEMENT

23.1: This Agreement shall be in effect and become operative July 1, 1997 and shall continue in operation and effect through June 30, 1998. If either party hereto desires to terminate, modify, or amend this Agreement, it shall give notice at any time within ninety (90) calendar days prior to June 30, 1998. If neither party shall give notice to terminate, modify, or amend this Agreement, the Agreement will continue in operation and effect after July 1, 1998.

FOR THE ASSOCIATION

Date _____

pa1997.con

FOR THE COUNTY

Chairman, Board of Commissioners

Prosecuting Attorney

County Clerk/Register

Date _____

LETTER OF UNDERSTANDING
REGARDING
ARTICLE 21 - RETIREMENT
PLAN OPTION

The County of St. Clair, the St. Clair County Prosecuting Attorney and the St. Clair County Prosecuting Attorney Employees Association agree and acknowledge the following current and former bargaining unit members to have voluntarily elected to participate in the Retirement Plan in affect prior to June 15, 1992 hereafter known as the Old Retirement Plan.

Manos, Theresa
Morris, Timothy

McCarthy, Joseph
Simasko, Steven

Roy-Kelly, Mary

FOR THE ASSOCIATION

FOR THE COUNTY

Chairman, Board of Commissioners

Prosecuting Attorney

County Clerk/Register

Date _____

Date _____

pa199t.con

RESOLUTION 97-6

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 ADS 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:


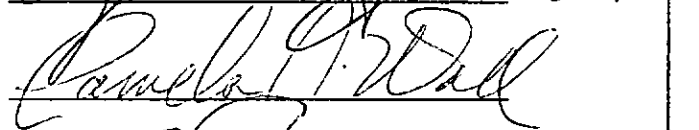
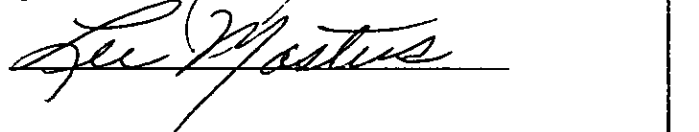
1. The St. Clair County Board of Commissioners does hereby approve the execution of the Cooperative Reimbursement Program agreement between the Prosecuting Attorney for the County of St. Clair and the Michigan Department of Social Services.
2. The Chairperson of this Board is hereby authorized to execute said Agreement for and on behalf of St. Clair County.
3. All resolutions and parts of resolutions, insofar as the same conflict with the provisions of this resolution be, and the same hereby are rescinded.

DATED: March 12, 1997

REVIEWED AND APPROVED BY:



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

PAYMENT WITHOUT PRESENTATION RESOLUTION
(LOST BONDS)

Minutes of a Regular meeting of the Board of Commissioners of the County of St. Clair, State of Michigan, (the "Issuer") held on the 26th day of February, 1997 at 7:30 o'clock p.m., Eastern Time.

PRESENT: Members Pat Acciaavatti, Frank Bacon, Lee Masters, Pat Quain,
Pam Wall, Don Wismer, Judith Keegan -7.

ABSENT: Members None

The following preamble and resolution were offered by Member Wismer and seconded by Member Wall:

WHEREAS, the Issuer has been duly authorized by Act 354, Public Acts of Michigan, 1972, as amended, to replace or authorize payment without presentment of lost, destroyed or wrongfully taken bonds and other evidences of indebtedness issued by the Issuer; and

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

WHEREAS, certain of said Bonds have been reported as lost, specifically being Certificate #R-217, dated June 1, 1983, due November 1, 2013, called November 1, 1993, in the amount of \$10,000; and

WHEREAS, Frances Sharon Bayer (the "Owner"), represents that she is the lawful owners of all right, title and interest in the Bond described in the preceding paragraphs; and

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

WHEREAS, the Owner has requested the payment without presentation; has supplied the Issuer with an open penalty bond which indemnifies the Issuer and Comerica Bank, (the "Paying Agent"), against loss arising out of said payment, which bond is drawn on The Hanover Insurance Company, New Hampshire and is dated February 15, 1996; and has agreed to pay all costs incurred in said payment.

NOW, THEREFORE, BE IT RESOLVED THAT:

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

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

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

AYES: Commissioners Acciavatti, Bacon, Masters, Quain,
Wall, Wismer and Keegan -7.

NAYS: None

ABSTAIN: None

RESOLUTION DECLARED ADOPTED.

County Clerk

DATED: February 26, 1997

Reviewed and Approved by:

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

Don C. Wismer
Tom M. Bacon
Pat Generatti

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 Feb. 26, 1997, and that public notice of the meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of the meeting have been kept and made available to the public as required by the Act.

County Clerk

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

97-4

LAW OFFICES OF
MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

SIDNEY T. MILLER (1864-1940)
GEORGE L. CANFIELD (1866-1928)
LEWIS H. PADDOCK (1866-1936)
FERRIS D. STONE (1882-1945)

A PROFESSIONAL LIMITED LIABILITY COMPANY
150 WEST JEFFERSON, SUITE 2500
DETROIT, MICHIGAN 48226

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

R. SYVETTE DONALD
(313) 496-7643
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TELEPHONE (313) 963-6420
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FAX (313) 496-7500

NEW YORK, N.Y.
WASHINGTON, D.C.

AFFILIATED OFFICES:
PENSACOLA, FLORIDA
ST. PETERSBURG, FLORIDA
GDAŃSK, POLAND
KATOWICE, POLAND
WARSAW, POLAND

February 19, 1997

Ms. Marilyn Dunn, Clerk
County of St. Clair
201 McMorran Blvd.
County Building
Port Huron, MI 48060

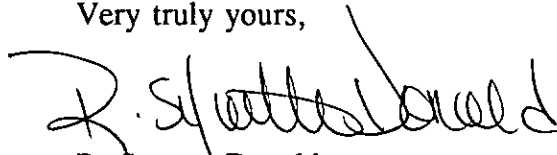
RE: Lost Bond Entitled County of St. Clair, Michigan Pollution Control Revenue Bonds (The Detroit Edison Company Belle River Plant Project) Collateralized Series R-1983, Dated June 1, 1983, Certificate #R-217 @\$10,000, Issued January 10, 1984 @11.00%, Due November 1, 2013, R/N/O Frances Sharon Bayer, CUSIP 788695ED2, Called November 1, 1993

Dear Ms. Dunn:

We have received and reviewed the appropriate documentation from Comerica Bank relating to the above referenced lost bond request and have found them to be in order. I am therefore enclosing a copy of said documentation along with the Payment Without Presentation Resolution that should be adopted at the next meeting of the Board of County Commissioners. Once this resolution is adopted, two certified copies should be sent to me. One copy is for our records, the other will be sent to Comerica Bank who will process the payment without presentation.

Thank you very much for your assistance. If you have any questions, please feel free to contact me.

Very truly yours,



R. Syvette Donald
Legal Assistant

Enclosures

cc: Mrs. Frances S. Bayer-Broder
Ms. Marie A. Perry

DEFS2\390383.1\009601-00003

Surety Company Acknowledgment

STATE OF Michigan }
COUNTY OF Livingston } ss:

On this 15th day of February, 1996, before me personally appeared Christine D. Jack, to me known, who, being duly sworn, did depose and say she reside in the City of Royal Oak; that she is Attorney-in-Fact.

of THE HANOVER INSURANCE COMPANY, the corporation described in and which executed the within instrument; that he know the corporation seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed h name thereto by like order.

Judy C. Shafer Notary Public
My commission expires July 22, 1996

Individual Acknowledgment

STATE OF Michigan }
COUNTY OF Oakland } ss:

On this 26th day of Sept, 1996, before me personally appeared Frances Bayer Broder, to me known to be the person described in and who executed the foregoing instrument and she acknowledged to me that she executed the same.

Barbara A. Robinson Notary Public
My commission expires
BARBARA A. ROBINSON
NOTARY PUBLIC - OAKLAND COUNTY, MI
ACTING IN CO. CO., MI
MY COMMISSION EXPIRES 04/20/99

Partnership Acknowledgment

STATE OF }
COUNTY OF } ss:

On this day of 19, before me personally appeared, to me known and known to me to be a member of the firm of described in and which executed the foregoing instrument, and he thereupon acknowledged to me that he executed the same as and for the act and deed of said firm.

Notary Public
My commission expires

Corporate Acknowledgment

STATE OF }
COUNTY OF } ss:

On this day of 19, before me personally appeared to me known, who, being by me duly sworn, did depose and say: that he resides at; that he is the President of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed h name thereto by like order.

Notary Public
My commission expires

Individual Acknowledgment

STATE OF Michigan }
COUNTY OF Oakland } ss:

On this 26th day of Sept, 1996, before me personally appeared Frances Bayer Broder to me known to be the person described in and who executed the foregoing instrument and she acknowledged to me that she executed the same.

Barbara A. Robinson
Notary Public

My commission expires BARBARA A. ROBINSON
NOTARY PUBLIC - OAKLAND COUNTY, MI
ACTING IN CO. CO., MI
MY COMMISSION EXPIRES 04/20/99

Partnership Acknowledgment

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 19____, before me personally appeared _____, to me known and known to me to be a member of the firm of _____

described in and which executed the foregoing instrument, and he thereupon acknowledged to me that he executed the same as and for the act and deed of said firm.

Notary Public

My commission expires _____

Corporate Acknowledgment

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 19____, before me personally appeared _____ to me known, who, being by me duly sworn, did depose and say: that he resides at _____; that he is the _____ President of _____, the corporation described in

and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Notary Public

My commission expires _____

LOST INSTRUMENT BOND

Bond No.

PRINCIPAL

OBLIGEE

THE HANOVER
INSURANCE COMPANY

The Hanover Insurance Company

POWER OF ATTORNEY CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Hampshire, does hereby constitute and appoint

- Christine D. Jack -

of Howell, Michigan and is its true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed, at any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

- Any such obligations in the United States, in any amount -

And said Company hereby ratifies and confirms all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents.

This appointment is made under and by authority of the following Resolution passed by the Board of Directors of said Company at a meeting held on the seventh day of October, 1981, a quorum being present and voting, which resolution is still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons."

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President and its Assistant Vice President, this 28th day of July 19 95

THE HANOVER INSURANCE COMPANY

Joseph J. Howells
Vice President
H. J. [Signature]
Assistant Vice President

(Seal)

THE COMMONWEALTH OF MASSACHUSETTS } ss.
COUNTY OF WORCESTER

On this 28th day of July 19 95, before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, to me personally known to be the individuals and officers depicted hereon, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of The Hanover Insurance Company and that the corporate seal and their signatures as officers were duly affixed and subscribed to said instrument by the authority and sanction of said corporation.



Carol A. Wheeler
Notary Public

My Commission Expires April 29, 1999

I, the undersigned Assistant Vice President of The Hanover Insurance Company, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company at a meeting held on the 7th day of October, 1981

"RESOLVED, That any and all Powers of Attorney, and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company shall be binding on the Company to the same extent as if all signatures thereon were manually affixed even though one or more of any such signatures thereon may be facsimile."

GIVEN under my hand and the seal of said Company, at Worcester, Massachusetts, this 15th day of February 19 96

[Signature]
Assistant Vice President

April 14, 1994

Frank Broder
1414 Lakeside
Birmingham, Ala. 35209

To: Carol Hendricks
Comerica/Manufacturers

Re: Fast Bond
St. Clair County Flood Protection
Control Revenue Bonded 6/1/83
Detroit Edison Bell River Pitt AMBAC

Dear Carol,

My mother got this bond for me in 1983
and I have been passing it on to my
children. I have a son in law who
has a daughter in law who is 35 years
old and she has a son who is 10 years
old.

Merrill Lynch Pierce Fenner & Smith Inc.

Statement of Security Account

Member, Securities Investor Protection Corporation (SIPC)

A/E # 5084	PAGE # 1	SS DR ID 383-10-7307	TELEPHONE # 313-354-5000
CHANGING YOUR ACCOUNT WESTERN HWY MI 48075		ACCOUNT EXECUTIVE KOGAN, SIDNEY	
STARTING 083	PERIOD ENDING AUG 26 1983	TYPE MARGIN	BUYING POWER 48237

MR HARRY BAYER
MRS VIOLET BAYER JT/ WROS
23116 MARLOW
OAK PARK MI 48237

***** ACCOUNT PORTFOLIO *****

OPENING BALANCE \$.86CR	CLOSING BALANCE \$12.26CR	MARKET VALUE \$0	TOTAL FUND SHARE \$.00	TOTAL EVALUATION \$12.26
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***** DIVIDEND, INTEREST AND/OR CHARGE INFORMATION *****

DESCRIPTION	MONTHLY	YEAR TO DATE
CUMULATIVE DIVIDENDS	\$53.40	\$1,029.87

***** DAILY ACTIVITY REVIEW *****

TRANSACTION	DESCRIPTION	PRICE	AMOUNT
ENDING BALANCE			\$.86CR
RAWAL	CHECK C 13057 CMA MONEY FUND		\$13099.00 \$13057.00CR
DIVIDEND	CMA MONEY FUND DIVIDEND \$53.40 FOR 12 DAYS AVG BALANCE \$19707 07-22 THRU 08-02 8.24%		\$53.40CR
ENDING BALANCE			\$12.26CR

SECURITY POSITIONS IN YOUR ACCOUNT	PRICE OF 08 26	MARKET VALUE	ANL % YIELD	EST. INCOME
------------------------------------	-------------------	-----------------	----------------	----------------

ST CLAIR CD MI PCR DET E CASH N/A
D CO AMBAC NOV 11%2013MN

LEARN MORE ABOUT 1 NEW TRADING VEHICLES BASED ON STOCK INDEXES
2 THE MERRILL LYNCH MARKET LETTER, READ THE ENCLOSURE.

PLEASE PRINT IN THIS STATEMENT TO ENABLE YOU TO COMPUTE ANY INTEREST ON THIS STATEMENT.

Merrill Lynch Pierce Fenner & Smith Inc.

Statement of Security Account

Member, Securities Investor Protection Corporation (SIPC)

1	A/E # 5084	PAGE # 1	SS OR ID 383-10-7307	TELEPHONE # 313-354-5000
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MR HARRY BAYER
MRS VIOLET BAYER JT/ WROS
23116 MARLOW
OAK PARK MI 48237

SERVING YOUR ACCOUNT NORTHWESTERN HWY D MI 48075	ACCOUNT EXECUTIVE KOGAN, SIDNEY
--	------------------------------------

STARTING 1983	PERIOD ENDING OCT 28 1983	TYPE MARGIN	BUYING POWER 48237
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***** ACCOUNT PORTFOLIO *****

BALANCE \$.00	CLOSING BALANCE \$.00	MARKET VALUE \$ 0	TOTAL FUND SHARE \$.00	TOTAL EVALUATION \$.00
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***** DIVIDEND, INTEREST AND/OR CHARGE INFORMATION *****

DESCRIPTION	MONTHLY	YEAR TO DATE
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FUND DIVIDENDS	\$.00	\$1,029.87
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SECURITY POSITIONS IN YOUR ACCOUNT	PRICE OF 10 28	MARKET VALUE	ANL % YIELD	EST. INCOME
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ST CLAIR CO MI PCR DET E D CO AMBAC NOV 11/2013RD	CASH	N/A		
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YOUR ENCLOSURE FOR A DISCUSSION OF THE AT&T DIVESTITURE AND ALTERNATIVES
PROVIDE. ALSO READ ABOUT NEW IRS WITHHOLDING AND REPORTING REGULATIONS.

RETAIN THIS STATEMENT TO ENABLE YOU TO COMPUTE ANY INTEREST ON
NEXT STATEMENT.

FOR AN EXPLANATION OF SYMBOLS, PLEASE SEE REVERSE SIDE

IF YOU HAVE ANY DISCREPANCIES ON YOUR STATEMENT OR IF YOU CONTEMPLATE CHANGING YOUR ADDRESS,
PLEASE MENTION YOUR ACCOUNT NUMBER AND ADDRESS ALL CORRESPONDENCE TO THE OFFICE SERVING YOUR ACCOUNT.
PRESERVE THIS STATEMENT FOR USE IN PREPARING INCOME TAX RETURNS.

Merrill Lynch Pierce Fenner & Smith Inc.

Member, Securities Investor Protection Corporation (SIPC)

Statement of Security Account

ACCOUNT # A2 22161	A/E # 5084	PAGE # 1	SS OR ID 383-10-7307	TELEPHONE # 313-354-5000
OFFICE SERVING YOUR ACCOUNT 26250 NORTHWESTERN HWY SOUTHFIELD MI 48075			ACCOUNT EXECUTIVE KOGAN, SIDNEY	
PERIOD STARTING OCT 29 1983	PERIOD ENDING NOV 25 1983	TYPE MARGIN	BUYING POWER	

MR HARRY BAYER
MRS VIOLET BAYER JT/ WROS
23116 MARLOW
OAK PARK MI 48237

48237

ACCOUNT PORTFOLIO

OPENING BALANCE \$.00	CLOSING BALANCE \$.00	MARKET VALUE \$0	TOTAL FUND SHARE \$.00	TOTAL EVALUATION \$.00
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***** DIVIDEND, INTEREST AND/OR CHARGE INFORMATION *****

DESCRIPTION	MONTHLY	YEAR TO DATE
MUNICIPAL INTEREST	\$1,375.02	\$1,375.02
CMA MONEY FUND DIVIDENDS	\$.00	\$1,029.87

DAILY ACTIVITY REVIEW

DATE	TRANSACTION	DESCRIPTION	PRICE	AMOUNT
11 01	COUPON INTEREST	ST CLAIR CO MI PCR DET E D CO AMBAC NOV 11%2013RD		\$1375.02CR
11 03	WITHDRAWAL	CHECK B		\$1375.02
11 25	CLOSING BALANCE			\$.00

SECURITY POSITIONS IN YOUR ACCOUNT	PRICE OF 11 25	MARKET VALUE	ANL % YIELD	EST. INCOME
------------------------------------	-------------------	-----------------	----------------	----------------

30000 ST CLAIR CO MI PCR DET E
D CO AMBAC NOV 11%2013RD

CASH

N/A

READ YOUR STATEMENT ENCLOSURE TO LEARN HOW A KEOGH PLAN ESTABLISHED NOW WILL AUTOMATICALLY BECOME A BASIC RETIREMENT PLAN WITH BROADER BENEFITS NEXT YEAR.

PLEASE RETAIN THIS STATEMENT TO ENABLE YOU TO COMPUTE ANY INTEREST ON YOUR NEXT STATEMENT.

October 10, 1983

Merrill Lynch, Pierce
Fenner & Smith Inc.
P. O. Box 188
Southfield, Mich. 48037

ATTENTION: MR. GEORGE DOPPKE,
ACCOUNT EXECUTIVE.

Gentlemen:

On June 16, 1983, I purchased \$20,000.00 and \$10,000.00
of St. Clair Co., Mi. FOR DEF ED Bonds.

I would like to transfer \$10,000.00 to my daughter,
Frances Sharon Bayer, 26160 W. 12 Mile Road, Apt. A-29,
Southfield, Michigan, 48034. Her Social Security Number
is 385-58-8067.

Transaction to be as of November 1, 1983.

Thank you.

Very truly yours,

Harry Bayer

Violet Bayer

JT/AROS

23116 Marlow
Oak Park, Mich. 48037
(313) 968-2474

**Merrill Lynch
Pierce Fenner & Smith Inc.**

FOOD CITY SOUTHFIELD MI 48037 TEL: 313-354-5000

ACCOUNT NUMBER 0422101	TRADE DATE 09/03	DATE DUE 01/03	PRICE 100	AMOUNT 1000000	INT. OR STATE TAX 4563	POSTING FEE	CHARGE OR MARK-UP/DOWN	NET AMOUNT 1004563
---------------------------	---------------------	-------------------	--------------	-------------------	---------------------------	-------------	------------------------	-----------------------

YOU BOUGHT OR YOU SOLD
100000

ST CLAIR CNTY MICH POLLUTN CTL REV ISSUED 6/01/1983

DETROIT ED BELL RIV PFI AMBAC 11 PCT 11/01/2013
YIELD 11.00% TO 11/01/13
DETAILS UPON REQUEST
INTEREST FROM 00/01/83
CALLABLE-MAY AFFECT YIELD
015 DAYS INTEREST
FIRST COUPON 11/01/83

MR HARRY BAYER
MRS VIOLET BAYER JTY WROS
23110 MAPLOW
OAK PARK MI 48237

2159 788695 ED2

3084

IF YOU HAVE MOVED OR PLAN TO MOVE, NOTIFY YOUR ACCOUNT EXECUTIVE OF YOUR NEW ADDRESS.

IF YOU HAVE MOVED OR PLAN TO MOVE, NOTIFY YOUR ACCOUNT EXECUTIVE OF YOUR NEW ADDRESS.

PLEASE WRITE YOUR ACCOUNT NUMBER SHOWN ABOVE ON THE FACE OF YOUR CHECK, MONEY ORDER OR CORRESPONDENCE.

WE CONFIRM THE FOLLOWING TRANSACTION SUBJECT TO THE AGREEMENT ON THE REVERSE SIDE HEREOF.

PAYMENT FOR SECURITIES PURCHASED AND DELIVERY OF SECURITIES SOLD ARE DUE ON SETTLEMENT DATE. IF YOU HAVE A REFERENCE TO REVERSE SIDE HEREOF, DELIVERY OF SECURITIES WILL AVOID PREMIUM CHARGES. PLEASE PRESERVE THIS CONFIRMATION FOR INCOME TAX PURPOSES. MERRILL LYNCH IS A MARKET MAKER AND DEALER FOR ITS OWN ACCOUNT IN ODD LOTS, CONVERTIBLE BONDS, PREFERRED STOCK AND IN TRANSACTIONS EXECUTED ON THE "CUMMULATIVE STOCK EXCHANGE".

CMA

COUNTY OF ST CLAIR POLLUTION CONTROL
REVENUE BONDS (THE DETROIT EDISON
COMPANY BELLE RIVER PLANT PROJECT)
COLLATERALIZED SERIES R-1983

145849

9-33
720

No. 14584

MANUFACTURERS NATIONAL BANK

Dollars

Cents

PAY

\$550.00

PAY TO THE ORDER OF

FRANCES SHARON BAYER
C/O MR. HARRY BAYER
23215 SUTTON DR. #3921
SOUTHFIELD, MI 48034

9-33
PAID
NOV 03 87
9-33

PAYABLE DATE 11/01/1987

MANUFACTURERS NATIONAL BANK

PAYING AGENT

AUTHORIZED SIGNATURE

⑈ 145849 ⑈ ⑆ 072000339⑆ 200003322 ⑈

⑈ 0000055000 ⑈

FD-36 (Rev. 11-17-83)
MISSING/LOST/STOLEN/COUNTERFEIT
SECURITIES REPORT

1. Reporting Institution: Name COMERICA BANK
Address: Corporate Trust Operations
411 W Lafayette Blvd
Detroit, MI 48226-3404
Attention: SECURITIES DEPARTMENT
Telephone: (313)222-3602

Fns/Sic Identifier Number 191437 (5) (5) (P)

2. Type of Report: Loss
3. Date of Loss: APRIL 14, 1994
4. Type of Loss: LOSS
5. Type of Security: MUNICIPAL BOND

6. Name of Issuer: COUNTY OF SAINT CLAIR POLLUTION CONTROL REVENUE BONDS (THE DETROIT EDISON CO. BELLE RIVER PLANT PROJECT)
7. Interest Rate: 11.0%
9. Cusip Number: 788695ED2
10. Name of Registered Holder: FRANCES BAYER BRODER

11. Certificate/Serial Numbers	12. Denomination/Shares	13. Issue Date
<u>R-217</u>	<u>\$10,000.00</u>	<u>JANUARY 10, 1984</u>

14. Additional Pages Attached NO
15. Total Current Market or Face Value \$10000.
16. Counterfeit _____
If counterfeit - Distinguishing Characteristics _____
17. Criminality Indicated? NO
Reports Filed With: 18. FBI - NO 19. Local Police - NO

20. Transfer/Pay Agent Comerica Bank-N.A.
21. Insurance Co. _____
22. _____ 23. _____
Authorized Signature Date

OPPOSING USEPA'S PROPOSED AIR QUALITY STANDARDS

WHEREAS, the U.S. Environmental Protection Agency (USEPA) redesignated the Southeast Michigan region as an attainment area for ozone in 1995 and for particulate matter (PM₁₀) in 1996; and

WHEREAS, St. Clair County recognizes that clean air is vital to both the quality of life and economy in Southeast Michigan, and the Clean Air Act requires the periodic review of air quality standards to assure that public health is being protected; and

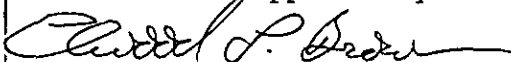
WHEREAS, USEPA has proposed new air quality standards for ozone and particulate matter and the consequences and implications of USEPA's proposal for Southeast Michigan, local government and business are wide-ranging.

NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners recommends the following policies with regard to USEPA's proposed air quality standards:

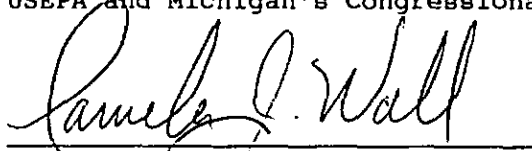
1. The 60-day comment period is insufficient and should be extended so that the public and other affected parties have adequate time to thoroughly review the proposal and prepare a response.
2. The four months between the end of the comment period and USEPA's scheduled final proposed regulation is insufficient. The June 1997 deadline for final action must be extended so that a thorough response to comments can be made and revisions to the proposals can be developed and assessed.
3. St. Clair County supports moving from a one hour standard for ozone to an eight-hour average because this is more indicative of impacts on public health, plus the cost of achieving this standard will be extremely high.
4. The federal government should stop pursuing all the regulatory strategies affecting ozone air quality independently. The USEPA should work with state and local governments in developing a cohesive, comprehensive strategy that addresses the interrelationships between each of these issues, and emphasizes continued progress in improving air quality and cost effectiveness.
5. The U.S. Clean Air Act should be amended to accomplish the following:
 - a. Adjustments to the process for setting ambient air quality standards need to be developed.
 - b. Ambient standards should continue to be established based public health impacts, independent of costs.
 - c. The Act should focus on continued incremental progress in reducing air pollutant emissions.
 - d. Penalty provisions in the Act need to be amended basing penalties on a lack of progress in reducing air emissions instead of being based on failure to achieve the final goal of attaining air quality standards by a certain date.

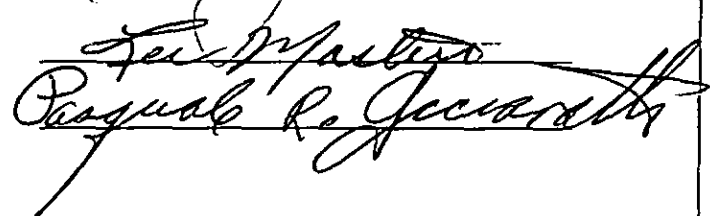
BE IT FURTHER RESOLVED, that a copy of this action be shared with the Governor, our state legislators, USEPA and Michigan's Congressional delegation.

DATED: February 12, 1997
Reviewed and Approved by:



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





RESOLUTION 97-2

ANNUAL REPORT - DRAIN COMMISSIONER

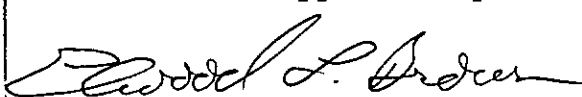
WHEREAS, by statute, the Drain Commissioner is required to submit to the Board of Commissioners, an annual report of the activities of said office; and

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 1996 Annual report of Carol Eveningred, 1996 Drain Commissioner, may be and the same is hereby accepted and approved.

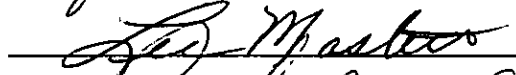
DATED: February 12, 1997

Reviewed and Approved by:



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







RESOLUTION 97-1

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Collective Bargaining Agreement (Attached Exhibit "A"), for the period January 1, 1997 through December 31, 2000, is hereby approved and adopted.

DATED: February 12, 1997

Reviewed and Approved by:



ELWOOD L. BROWN
COUNTY CORPORATION COUNSEL
301 County Building
Port Huron, MI 48060





