

RESOLUTIONS
1998

- 98-01 Approving Burtchville Township/County DPW Contract
- 98-02 Rescinding Resolution 96-56 and Transferring the Clayton A. and Florence B. Lewis Memorial Book Fund Endowment Agreement to the Blue Water District Library
- 98-03 Adopting New Development Review Fees for the St. Clair County Drain Commissioner
- 98-05 Urging Legislature to Allow the Motion Fee and to Refund the Cost Related to Personal Protection Orders at the County Level
- 98-04 Adopting Collective Bargaining Agreement Between St. Clair County and St. Clair County Sheriff Department Supervisors - AFSCME
- 98-06 Opposing State of Michigan HB 5284 Amending Part 115, Solid Waste Management, of the Natural Resources and Environmental Protection Act, 1994, P.A. 451, As Amended
- 98-07 Rescinding Resolution 94-17 and Establishing New Reimbursement Policies for the Transport of a Deceased Person's Body
- 98-8 Adopting Collective Bargaining Agreement Between St. Clair County and St. Clair County Sheriff Department Employees - POAM
- 98-9 County Clerk's Request for Support of House Bill 4441
- 98-10 AUTHORIZING THE ESTABLISHMENT OF A CAPITAL IMPROVEMENT FUND
- 98-11 AUTHORIZING INVESTMENT OF SURPLUS FUNDS AND DESIGNATION OF DEPOSITORIES
- 98-12 Approving Application to the Department of Natural Resources for funds to acquire 31 acres of CN Railroad Property as a Shoreline Park and Non-Motorized Recreational Trail
- 93-13 Approving Application to the Department of Natural Resources for funds to develop 1.25 Miles of Abandoned CSX Railroad Right of Way from Imlay City Road to Beard Road as a Non-Motorized Recreational Trail
- 93-14 Supporting Delinquent Tax Legislation House Bill #5353, 5354, and Senate Bill #791
- 98-15 Annual Report - Drain Commissioner
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- 98-19 Adopting Collective Bargaining Agreement between St. Clair County and St. Clair County Community Mental Health Supervisors AFSCME Chapter 20, Local 1518

RESOLUTIONS
1998

RESOLUTIONS

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- 98-21 Adopting and Approving the Execution of the Construction Engineering Agreement for the St. Clair County International Airport
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- 98-23 Requesting Withholding of Lands and Appointing Agent for Specific Performance
- 98-24 Concerning the Transborder Shipment of Hazardous Materials Between Michigan and Ontario
- 98-25 Establishing Water Supply System for Part of the County of St. Clair St. Clair County Water Supply System No 10 (Algonac - Clay)
- 98-26 Authorizing the County Department of Public Works to Proceed with Project of Financing and Construction of St. Clair County Water Supply System No. 10
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- 98-29 Urging the U.S. Dept of Energy to Refrain from Transporting Weapons - Usable Fissile Material through Michigan
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- 98-62 APPROPRIATING SENIOR CITIZNES MILLAGE FUNDS FOR 1999
- 98-63 APPROPRIATING COUNTY LIBRARY SYSTEM OPERATING MILLAGE FUNDS FOR 1999
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RESOLUTION 98-19

ADOPTING COLLECTIVE BARGAINING AGREEMENT
BETWEEN
ST. CLAIR COUNTY
AND
ST. CLAIR COUNTY COMMUNITY MENTAL HEALTH SUPERVISORS
A.F.S.C.M.E. CHAPTER 20, LOCAL 1518


WHEREAS, the St. Clair County Community Mental Health Supervisors - A.F.S.C.M.E. Chapter 20, Local 1518, is recognized by the Michigan Employment Relations Commission and the County of St. Clair as the exclusive representative of certain supervisory employees of the St. Clair County Community Mental Health Agency; 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, 1998 through December 31, 2000, is hereby approved and adopted.

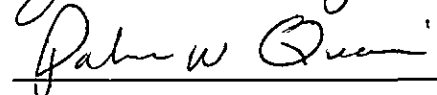
DATED: April 22, 1998

Reviewed and Approved by:


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







A G R E E M E N T

BETWEEN

ST. CLAIR COUNTY

AND THE

ST. CLAIR COUNTY

COMMUNITY MENTAL HEALTH SUPERVISORS

AFSCME, CHAPTER 20

January 1, 1998 through December 31, 2000

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ARTICLE 1
RECOGNITION

SECTION 1

Administrative employees, the personal secretary to the Executive Director, members of other bargaining units and temporary employees shall not be represented by the Union. The Union is hereby recognized as the exclusive representative of all eligible employees within the unit known as the Community Mental Health Supervisors, AFSCME Chapter 20, Local 1518 of St. Clair County for the purpose of collective bargaining with respect to wages, rates of pay, hours of employment, and working conditions for the term of this Agreement.

SECTION 2

A temporary employee is an employee hired to perform a function either full time or part 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 the length of the leave of absence of the regular employee. Be it provided the County shall be entitled to continue the employment of a temporary employee for a reasonable period concurrent with the regular employee's return in order to provide an efficient transition. The temporary status of a seasonal employee shall not exceed one (1) year. A temporary employee shall not be eligible for fringe benefits.

SECTION 3

The parties hereto agree that they shall not discriminate against any person because of race, creed, color, national origin, age, marital status, number of dependents, handicap, weight, or sexual preference.

ARTICLE 2
MANAGEMENT RIGHTS

SECTION 1

It is recognized that the management of the County, the control of its properties, the maintenance of order and efficiency is solely a responsibility of the County. The County does not intend that bargaining unit members as supervisors be precluded from having input. However, the County will determine to what extent it may or may not be influenced by its supervisory personnel. Other rights and responsibilities not abridged by this Contract shall belong solely to the County and are hereby recognized prominent among, but by no means wholly inclusive, are:

- a. The right to decide the number and locations of its facilities, departments, and etc.; work to be performed within the unit; the right to discontinue jobs; the maintenance and repairs; amount of supervision necessary; methods of operation; scheduling hours; manpower and work sites; together with the full responsibility for the control of the selection, examination, review and evaluation of personnel, programs, operations and facilities; to determine when and where services will best facilitate St. Clair County.
- b. Further, it is recognized that the responsibility of the management of the County for the selection and direction of the working forces includes the right to decide the number of

employees, the right to hire, suspend, discipline or discharge for just cause; assign work within the Unit; promote or transfer; the right to decide employee's qualifications; to determine the amount of overtime to be worked; the right to make necessary rules and regulations governing employee conduct and safety; and to relieve employees from duty because of lack of work or other legitimate reason; is vested exclusively in the County, subject only to the provisions of this Agreement as herein set forth.

- c. The County'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 right to exercise such function or right, or preclude the County from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 3
AGENCY SHOP

SECTION 1

Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union equal to dues uniformly charged for membership for the duration of this Agreement.

SECTION 2

Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to union dues required commencing thirty (30) days after the effective date of this Agreement; and such conditions shall be required for the duration of this Agreement.

SECTION 3

Employees who are hired, rehired, reinstated, or transferred into the Bargaining Unit after the effective date of this Agreement and are covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee to the Union equal to dues required for membership for the duration of this Agreement, commencing the ninetieth (90th) day following the beginning of their employment in the Bargaining Unit.

SECTION 4

The Employer shall deduct union dues or a service fee from all employees upon completion of ninety (90) calendar days of employment and consistent with the practice governing such deductions.

ARTICLE 4
UNION DUES AND SERVICE FEE DEDUCTION

SECTION 1

Check Off:

- a. The Employer agrees to deduct from the wages of any employee all union membership dues or service fees, as provided in a designated written authorization form. The executed written authorization for union dues or service fee deduction shall remain in full force and effect during the period of this Contract and may be revoked only by written notice given during the period of thirty (30) days immediately prior to the expiration of this Agreement. The termination notice must be given both to the Employer and the Union.
- b. The dues will be authorized, levied and certified in accordance with the constitution and by-laws of the Local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certification by the Secretary-Treasurer of the Local Union regarding the amounts to be deducted.

SECTION 2

Remittance of Dues and Fees:

- a. Check off deductions under all properly executed authorizations for check off shall become effective at the time the application is signed by the employee and shall be deducted from the first two (2) pay periods each month.

AUTHORIZATION FORM

TO: _____
Employer

I hereby request and authorize you to deduct from my earnings one of the following:

- () An amount established by the Union as monthly dues.
- () An amount equivalent to monthly union dues, which is established as a service fee.

The amount deducted shall be paid to Michigan Council 25, AFSCME, AFL-CIO on behalf of Local 1518.

BY: _____
Print Last Name First Name

Address Zip Code Telephone

Department Classification

Signature Date

- b. Deductions for any calendar month shall be remitted to the Secretary-Treasurer of Michigan Council #25, AFSCME, AFL-CIO, with the alphabetical list of names and the amount deducted, no later than the fifth (5th) working day of the month following the month in which they were deducted.

- c. The Employer shall notify the Secretary-Treasurer of the names and addresses of employees who are newly hired, rehired, transferred, or reinstated into the Bargaining Unit and of the names and addresses of employees who are no longer subject to deductions because of employment status.

ARTICLE 5
UNION REPRESENTATION

SECTION 1

Employees covered by this Agreement shall be represented by no more than two (2) members of the Unit, one of which shall be the Chapter Chairperson, who shall represent the Bargaining Unit on all matters of application of this Agreement including the grievance procedure.

SECTION 2

Employees covered by this Agreement shall be represented by a three (3) member negotiating team and two (2) alternates for the purpose of negotiating terms and conditions at such times as are mutually agreeable to the parties, including after normal hours negotiations.

SECTION 3

The representatives of the Union shall suffer no loss of pay or benefits for representing members of the Bargaining Unit on all matters of application of this Agreement, including the presentation of grievances, negotiations of changes and terms and conditions of employment during regularly scheduled hours of work.

ARTICLE 6
PROBATIONARY EMPLOYEES

SECTION 1

The probationary period for supervisory employees shall be the first one hundred eighty (180) calendar days of employment.

SECTION 2

During their probationary period, the supervisory employee shall be provided a written evaluation upon completion of ninety (90) days of employment. The Employer shall provide the employee with a written evaluation after completion of one hundred sixty-five (165) days of employment. At the completion of one hundred eighty (180) days of employment, the Employer will provide the employee with a notice of satisfactory completion of the probationary period or with a notice of termination in writing. The employee shall be given a copy of the evaluation and may request the presence of one of the chapter officers to be present at such conference. Employees completing the probationary period satisfactorily shall be entered on the seniority list from their initial date of hire.

SECTION 3

The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of

employment, and working conditions of employment as set forth in the Recognition clause of this Agreement, except discharged and disciplined employees for other than Union activity.

SECTION 4

Seniority shall be on a Employer wide basis in accordance with the employee's last date of hire for application of benefits and other terms and conditions of employment except layoff.

ARTICLE 7
SENIORITY

SECTION 1

Seniority shall be computed from the employee's last date of hire with the County, for purposes of applying all terms and conditions of the Contract with the exception of layoff.

SECTION 2

The seniority of full time and part time employees shall be maintained separately and distinctly.

SECTION 3

In the event a full time employee elects to become part time, they shall have seniority from their date of hire with the County and be entitled to the fringe benefits of a part time employee as provided by the Agreement.

SECTION 4

A part time employee who becomes full time shall be entitled to fringe benefits as follows:

- a. The employee shall be placed on the full time employee seniority roster from their last date of hire.
- b. The employee shall be placed on the accrual schedule for sick and vacation days in accordance with their seniority.
- c. The employee shall be entitled to enroll for the various insurance programs upon full time hire and shall become eligible for coverage within the normal period to effect such coverage.
- d. The employee shall be subject to the provisions of the retirement plan from the date of their full time hire.
- e. The employee hired before January 1, 1991 shall be eligible for longevity upon completing five (5) years of continuous full time employment.

SECTION 5

By way of definition:

- a. A full time employee is regularly scheduled to work the equivalent of a seven and one-half (7 1/2) hour day and a thirty-seven and one-half (37 1/2) hour work week, as established by past practice.
- b. A part time employee is regularly scheduled to work thirty (30) or fewer hours a week.
- c. A temporary employee is an employee hired to perform a function either full time or part 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 the length of the leave of absence of the regular employee. The temporary status of a seasonal employee shall not exceed twelve (12) months. A temporary employee shall not be eligible for fringe benefits.

ARTICLE 8
LOSS OF SENIORITY

An employee shall lose seniority for the following reasons only:

- a. Quits.
- b. Is discharged and the discharge is not reversed.
- c. The employee does not return to work when recalled from layoff, as set forth in the recall procedure.
- d. Retirement.
- e. Absent two (2) consecutive work days without a call in unless extenuating circumstances exist.
- f. The employee fails to return to work the day following expiration of a leave of absence.

ARTICLE 9
DISCHARGE AND SUSPENSION

SECTION 1

The Employer agrees to notify in writing the Union within two (2) days of the discharge or suspension of a member.

SECTION 2

Should the discharged or suspended employee consider the charge to be improper, procedures outlined in the grievance procedure provisions of the Agreement may be followed by the employee.

SECTION 3

In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than three (3) years previously unless such prior infraction involves an intentional falsification of their employment application which has not been formerly disclosed in writing to the Employer.

SECTION 4

Employees shall only be disciplined when just cause exists. When discipline is imposed the Employer will cooperate in the Unions effort to determine fact and in its effort to effectively represent a bargaining unit member.

ARTICLE 10 GRIEVANCE PROCEDURE

STEP 1

- a. Any employee having a specific grievance alleging a violation of this Agreement; a violation or deviation from a specific established Employer policy or procedure; or a failure of the Employer to comply with a specific policy, procedure, method or regulation of the Employer shall, within fifteen (15) days of the alleged grievance, take the matter up with the Executive Director or the designated representative, who shall attempt to adjust the grievance with the terms of this Agreement or Employer policy, procedure, method or regulation. The employee may have their union representative present at this step.
- b. Any employee may request the Executive Director or the designated representative of the Executive Director to call one of the designated stewards to handle a specified grievance with the Executive Director or the designated representative of the Executive Director. In this case, the steward will be notified without undue delay, and without further discussion of the grievance. This procedure shall not unduly delay the operations of the department.

STEP 2

- a. Grievances shall be considered settled at Step 1 unless reduced to writing on appropriate forms signed by the aggrieved employee and delivered to the Executive Director within five (5) days after the meeting or adjourned meeting at Step 1. In this case, a meeting will be arranged within five (5) days between the designated representative of the Union, the Grievant(s), and the Executive Director or designated representative of the Executive Director for the purpose of attempting to settle the grievance at the department level.

The Executive Director or the designated representative shall provide a written decision within five (5) days to the Union.

STEP 3

- a. Grievances shall be considered settled at Step 2 unless written notice is delivered to the Personnel Office within seven (7) days after completion of Step 2.
- b. Such notice shall contain a request by the Union that a hearing be held within two (2) weeks of the delivery of said notice for the disposition of said grievance. At such hearing, both the Union and the Employer may request the presence of any and all parties who have been involved in the grievance up to this step.

- c. At such hearing, the Employer may be represented by one (1) or more representatives, and the Union and the Grievant(s) may be represented by its Local Union representatives, theretofore designated as grievance representatives and such other union representatives it wishes to have present.
- d. The grievance representative(s) of the Employer shall deliver the decision of the Employer to the Union in writing within seven (7) days following the hearing.
- e. If additional time is deemed necessary to properly investigate matters relative to the grievance at any step outlined above, such additional time may be granted only if mutually agreed upon between the Union and the Employer.
- f. It is agreed that Saturday, Sunday, and holidays shall not be counted in computing time limits provided herein, except when such time limits are measured in weeks rather than days and hours.

STEP 4

It is mutually agreed by the parties hereto that the inclusion of compulsory arbitration provision, as the final step in the grievance procedure represents a concession by the St. Clair County Board of Commissioners which is made on condition and subject to the effect of implementation of each and every one of the following safeguards:

- a. In the event the Union determines to pursue the matter to arbitration, it shall within thirty (30) calendar days notify the Personnel Director in writing of its intent to arbitrate the issue. The arbitrator shall be selected from the American Arbitration Association or as otherwise mutually agreed.
- b. The fee and expenses of the arbitrator shall be shared equally. All other expenses related to the arbitration proceedings, including any expense incurred by calling witnesses, shall be borne by the parties incurring such expenses.
- c. The arbitrator shall have powers as hereby limited after due investigation, to make a decision in cases of alleged violations, misinterpretations, or misapplications of a specific Article and Section of this Agreement.
- d. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- e. The arbitrator, in rendering a decision, shall give full recognition of the Management Rights provision of this Agreement as it relates to responsibilities, powers, authority and rights vested with the Employer, except as specifically limited by express provisions of this Agreement.
- f. The arbitrator's decision shall be submitted in writing and shall set forth the findings and conclusions with respect to the issue(s) submitted to arbitration, and such decision shall be final and binding on the Union, its members, the employee(s) involved and the Employer.

ARTICLE 11
CONTRACTING OF SERVICES

SECTION 1

The Community Mental Health Services Board shall stipulate to the contractor that the employees affected by the contracting of services shall be hired and retained at a rate not less than the same base salary by the contract for a period of not less than twelve (12) months, be it provided that during these twelve (12) months the employee does not voluntarily quit or is terminated for reason of misconduct or inability to render service.

SECTION 2

The Employer shall provide the Union and the affected employee(s) with no less than forty-five (45) calendar days prior written notice of the intention to contract services.

The employee(s) shall have the option to:

- a. Displace the least senior employee in the classification provided they are qualified to perform the duties and possess greater seniority.
- b. Transfer to a vacant position provided the employee is qualified to perform the duties and the transfer is approved by the Employer.
- c. Accept a layoff consistent with Article 17 - Layoff.
- d. Accept the assignment with the contractor and thereby terminate employment with the County.

The employee(s) shall exercise their option of choice within fifteen (15) calendar days of initial notice. The employee(s) failure to exercise notice shall result in the employee(s) assignment to duties with the contractor and the loss of seniority in accordance with Article 8 - Loss of Seniority.

ARTICLE 12
TRANSFERS

SECTION 1

If any employee transfers to a position with the Employer not included in the bargaining unit and thereafter within six (6) months transfers back to a position within the bargaining unit, the employee shall retain all rights accrued for the purpose of any benefits as may be provided in this Agreement.

SECTION 2

When operations or organizational components are transferred from one location to another for a period of more than seven (7) calendar days, the employees affected will be given the opportunity to transfer within their classification so long as continuous and effective delivery of service shall not be affected. In the event an affected employee refuses to transfer with the operation or organizational component and there are no

other current vacancies for which they may transfer to, they shall be deemed to have resigned.

SECTION 3

The employees covered by this Agreement shall have the right to submit a written request to the Executive Director for transfer to another location within their same classification. Preferential consideration shall be given to seniority. A trial period of not more than ninety (90) days shall be extended to a permanently transferred employee during which time evaluation shall be made by the Executive Director as to satisfactory continuous and effective delivery of service. In the event said employee is not retained at such location, the matter shall not be subject to the grievance procedure and the employee shall be returned to the former location.

ARTICLE 13 RATES FOR NEW JOBS

SECTION 1

The Employer shall notify the Union Chairperson of a newly proposed classification and rate structure not less than seven (7) working days prior to its proposed implementation date.

SECTION 2

The Union shall within seven (7) calendar days of such notification indicate to the Employer its intentions to request negotiations concerning said proposed rate structure.

ARTICLE 14 TEMPORARY ASSIGNMENTS

SECTION 1

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

SECTION 2

Temporary assignments shall be authorized in writing to the employee by the Administrator.

SECTION 3

A temporarily assigned employee shall not be paid the rate consistent with the position for ten (10) or fewer working days in the position. A temporarily assigned employee, having met the provisions herein, shall not be made to suffer a reduced rate of pay for a temporary assignment.

SECTION 4

A temporary assignment shall not exceed one (1) year or length of leave of absence unless otherwise mutually agreed in writing by the Employer and the Union.

ARTICLE 15
WORK PERFORMED BY ADMINISTRATIVE PERSONNEL

SECTION 1

Administrative employees and members of other bargaining units shall not be permitted to perform work within the bargaining unit except in cases of an emergency arising out of an unforeseen circumstance not to exceed twelve (12) months. Be it provided the Employer shall not be prohibited from making necessary temporary assignments from non-bargaining unit members by application of this provision.

ARTICLE 16
VETERANS

SECTION 1

The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

SECTION 2

Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leave of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable federal law in effect on the date of this Agreement.

SECTION 3

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 fourteen (14) working days per year is the limitation.

ARTICLE 17
LAYOFF

SECTION 1

Layoff shall mean a reduction in the work force due to a decrease of work, reorganization, or budget limitation as determined by the Employer. An employee shall be considered to be laid off who is not working in the classification to which they were last hired. An employee entering the Bargaining Unit shall for layoff purposes, be entitled to fifty percent (50%) of their previous seniority provided the employee has five (5) years of service with the CMH Employees - AFSCME, Chapter #10. An employee without five (5) years of service shall accrue seniority from date of entry into the Bargaining Unit.

SECTION 2

When a layoff is determined to be necessary by the Employer, the layoff shall be instituted where services are to be affected. The Employer shall lay off probationary and temporary (as defined in Article 1 - Recognition) employees in the service area affected. The Employer shall then lay off employees according to seniority, by classification, and by operation of the Employer's services. The employees in the classification

affected by a layoff shall displace the least senior employee in their classification or parallel equivalent position or a subordinate classification when qualified as determined by the Executive Director. A bargaining unit member may only displace a member of the Community Mental Health Employees - AFSCME, Chapter 10 when the supervisor conforms to all the following criteria.

- a. The supervisor has to least ten (10) years of service with CMH Employees - AFSCME in the Bargaining Unit. For purposes of application of this provision, the supervisory unit shall have been established January 1, 1989.
- b. The supervisor may only displace a Clinician or Program Coordinator with less seniority.
- c. The supervisor's seniority for displacement purposes only shall be computed on fifty (50%) percent of their employer-wide years of service.
- d. The supervisor must meet or exceed all the established qualifications for the Clinician and/or Program Coordinator.

SECTION 3

The determination of the method of layoff (such as, by example and not limitation: an entire program, by a program component, or by a reduction of some or all programs either pro rata or otherwise) shall not be a subject of the grievance procedure.

SECTION 4

The Employer will attempt to provide no less than thirty (30) calendar days written notice of layoff when feasible, contingent upon notice by the funding source to the Union and the employee. The Union will be provided a list from the Employer of the employees being laid off on the same day that the notices are issued to employees.

SECTION 5

When a layoff is instituted, no employee shall be permitted to displace an employee in a higher paying classification salary range or in another department.

SECTION 6

In the event two or more employees have equal seniority, layoff shall be by employee payroll number. The employee(s) with the highest employee payroll number(s) shall be considered to have the least seniority.

SECTION 7

During the period of layoff, an employee shall accrue no seniority or be eligible for any fringe benefits.

SECTION 8

A laid off or displaced 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.

SECTION 9

A part time employee shall not have the right to displace a full time employee. A full time employee who has greater seniority shall be given the option of a layoff or displacement of a part time employee consistent with Section 2 of this Article. When the option has been implemented, the employee may not request the other option. Full time employees who become part time through displacement shall be entitled to only those benefits normally due a part time employee.

SECTION 10

The employee selected for layoff may exercise the option of accepting the layoff, or displacing another employee. Be it provided the employee shall only be entitled to displace the least senior employee in the same classification or in a subordinate or parallel equivalent position when qualified. The employee shall have sole responsibility to initiate the layoff/displacement request. The displacement request shall be made in writing no less than fifteen (15) calendar days prior to the effective date of the layoff/displacement. Once the employee exercises the option, the employee shall not be entitled to modify the option at any time. The County shall not protest the claim of an employee determined by the M.E.S.C.. to be eligible for unemployment benefits.

ARTICLE 18
RECALL FROM LAYOFF

SECTION 1

Recall shall mean a return to work from a layoff.

SECTION 2

When a recall is determined to be necessary by the Employer, the recall shall be instituted where services are to be affected. The Employer shall recall employees according to seniority, by classification, or by operation of the Employer(s) services.

SECTION 3

Notice of return to work shall be sent by registered or certified mail to the last known address of the employee. The date to report to work shall allow the employee the opportunity to provide the interim Employer with two (2) weeks separation notice. Failure of the employee to report to work as scheduled, or to confirm a mutually satisfactory alternate date, shall result in the employee's termination.

SECTION 4

Upon return to work, the Employer shall calculate the employee's adjusted seniority date. The adjusted seniority date shall recognize seniority for the period prior to layoff only. The adjusted seniority date shall be applicable for calculating all provisions, economic and non-economic, of the Collective Bargaining Agreement.

SECTION 5

A laid off or displaced 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.

ARTICLE 19
WITHHOLDING OF PROFESSIONAL SERVICES

SECTION 1

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

SECTION 2

Adequate procedures provide for the equitable settlement of grievances arising under this Agreement. The Union and the members of the Bargaining Unit under this Agreement will not engage in or encourage any strike, sit-down, stay-in, slow-down, or other similar action which would interfere with the treatment and welfare of the clients or the services of the department.

SECTION 3

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

SECTION 4

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

ARTICLE 20
JURY DUTY, WITNESS AND SUBPOENA FEES

SECTION 1

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

SECTION 2

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

SECTION 3

Time spent on jury duty shall not be deducted from sick days or vacation days nor adversely affect any fringe benefit.

SECTION 4

Employees who are subpoenaed as a consequence of their employment or who are called upon as an expert witness as a consequence of their employment shall immediately notify the Employer. The employee shall continue to receive their normal pay when subpoenaed or acting as an expert witness. Compensation, such as subpoena or witness fees, but not including reimbursement of actual personal expenses shall be surrendered to the County.

ARTICLE 21
SAFETY COMMITTEE

SECTION 1

One (1) employee union representative and the representatives of the Employer shall constitute a safety committee for the purpose of discussing and making recommendations on matters of safety. The Safety Committee shall meet upon the request of either the Union or the Employer. The party requesting the meeting shall provide an agenda of items to be discussed at the meeting. Either party may place additional safety matters on the agenda provided they do so in written form no less than two (2) calendar days in advance of the meetings or unless otherwise mutually agreed.

SECTION 2

The representative of the Union shall suffer no loss of pay or benefits for representing the members of the Bargaining Unit in safety meetings with the Employer during regularly scheduled hours of work.

ARTICLE 22
UNION BULLETIN BOARD

The Union may use a bulletin board which shall be located at each location leased or owned by the County and designated for use by the Community Mental Health Service. The bulletin board shall be located in a convenient place for the purpose of posting notice of the following activities:

- a. Notices of Union recreational and social events.
- b. Notices of Union elections.
- c. Notices of results of Union elections.
- d. Notices of Union meetings.

ARTICLE 23
PROMOTIONS AND JOB POSTINGS

SECTION 1

The Employer shall insure that all employees shall have an equal opportunity to bid on job vacancies. The Employer shall post a notice of job vacancies at all of its various locations in a conspicuous place, be it provided that the Employer shall determine when a vacancy exists. The posting shall include:

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

SECTION 2

The job shall be posted for five (5) working days (excluding Saturdays, Sundays, and holidays).

SECTION 3

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

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

SECTION 4

In making the award of the job, the Employer will consider the employee's qualifications and seniority. Where qualifications are equal, the employee with more seniority shall be awarded the job.

SECTION 5

Each employee shall be required to satisfactorily complete a one hundred and twenty (120) calendar day trial period. In the event the employee does not satisfactorily complete the trial period they shall revert to their former position.

SECTION 6

During the trial period, an employee who disqualifies him/her self or is disqualified by the Employer, shall be returned to their former classification. The Employer shall provide the Chapter Chairperson with the names(s) of the applicants awarded a job.

ARTICLE 24

INJURY LEAVE

(Worker's Compensation)

SECTION 1

The County shall provide employees the opportunity to supplement worker's compensation from accrued sick days on a leave of absence due to a work related illness or injury.

SECTION 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.

SECTION 3

The supplemental compensation shall be deducted from the employee's accrued sick days but in no case exceed the employee's accrued sick days.

SECTION 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.

SECTION 5

Employee 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 a injury leave, shall retain the worker's compensation check as directed by the County.

SECTION 6

The employee who elects to supplement Worker's Compensation shall have one (1) sick day deducted from their accrual for each four (4) days of compensable absence.

ARTICLE 25
SICK DAYS AND DISABILITY INSURANCE

SECTION 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.

SECTION 2

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

SECTION 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, grandparent, 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.

SECTION 4

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

SECTION 5

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.

SECTION 6

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

SECTION 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.

SECTION 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.

SECTION 9

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

SECTION 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.

SECTION 11

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

A. CORE OPTION

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

B. OPTION I

- * 70% of base salary
- * Benefits 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 and Option I at the County's group rate.

SECTION 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.

SECTION 13

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

SECTION 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 Employer may require the employee to submit to a physical examination and the County shall pay the expense incurred.

SECTION 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 28 - Leaves of Absence.

SECTION 16

The employee must promptly notify their Employer of their absence or be subject to discipline.

SECTION 17

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

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

SECTION 18

Each employee shall give the Employer two (2) weeks written notice of termination or the employee shall forfeit one (1) day of retrievable sick pay for each workday short of the required two (2) weeks notice of a voluntary quit.

ARTICLE 26
FUNERAL LEAVE

SECTION 1

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

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

ARTICLE 27
PERSONAL BUSINESS DAYS

SECTION 1

Employees who are required to conduct personal business which can only be conducted during normal office hours, shall be entitled to request a personal business day(s). Such a request must be made in writing to the Executive Director or designee.

SECTION 2

Written submission for a personal business day(s) shall be made no less than forty-eight (48) hours in advance of the required day(s), in order to be considered.

SECTION 3

The Executive Director or designee may require proof, when reasonable to do so, before granting a personal business day(s).

SECTION 4

The personal business day(s) shall be deducted from sick days. No more than two (2) personal business days may be used by an employee in a calendar year.

SECTION 5

The employee shall not be entitled to use a personal business day to seek or interview for a position with another employer.

SECTION 6

Denial of a personal business day(s) shall not be unreasonably withheld.

ARTICLE 28
LEAVES OF ABSENCE

SECTION 1

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

- a. Illness leave (physical or mental);
- b. Prolonged illness of spouse, parent or child.

SECTION 2

An employee may be entitled to a leave of absence under the Family and Medical Leave Act of 1993. Notice to employees of their rights under the ACT and a fact sheet shall be provided the employee in a reasonable method and manner. Leave taken under the ACT will be taken consistent with the ACT, this provision and the policy of the County.

SECTION 3

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

- a. Serving in a Union position;
- b. Educational purposes when job related.

SECTION 4

All leaves based upon illness, shall be supported by a statement from the attending physician when requested by the Employer. When requested by the Employer, a statement from the attending physician shall be furnished at reasonable intervals of the illness, evidencing the inability of the employee to return to normal work duties.

SECTION 5

The Employer may require the employee on leave due to illness to submit to an examination by a physician chosen by the Employer, provided the charges by the physician are paid by the Employer.

SECTION 6

An employee shall not be entitled to return to work from a leave due to illness without medical verification of recovery from the attending physician and may be subject to Section 4.

SECTION 7

Nothing shall prevent the employee from requesting a continuation of a leave of absence. The Employer shall not deny any reasonable request based upon a continuing disability. Continuation of leaves for reasons other than the disability of the employee shall be subject to the exclusive

approval of the Employer. An exception can be made at the discretion of the Executive Director in the event of extraordinary circumstances (i.e. inability to schedule a medical appointment due to doctor's schedule).

SECTION 8

Request of an extension of a leave of absence shall be made in writing to the Executive Director at intervals that provide the Employer sufficient opportunity to plan but not less than ten (10) working days prior to the expiration date of the leave.

SECTION 9

While on a leave of absence without pay, the employee accrues no seniority, vacation time, sick leave, retirement credit, nor eligibility for service recognition or gain from any other fringe benefit. The employee, if eligible for service recognition, shall only receive credit for the period when compensation is paid.

SECTION 10

Failure to report to work on the next scheduled workday after a leave of absence expires shall result in the immediate discharge and shall not be subject to the grievance procedure.

SECTION 11

Leaves of absence with pay for any short term educational training which will benefit the Employer may be authorized by the Executive Director.

SECTION 12

Union employees elected to attend the International Union Convention, Council Convention, or Education Conference shall be granted a leave of absence to attend such conferences or convention. Under no circumstances shall the total amount of leave time for all employees for Union activities exceed an accumulative total of fourteen (14) days per year. A maximum of one (1) Union member may attend any such convention or conference at any one time. Such leaves shall be without pay.

SECTION 13

The Employer shall provide the employee the opportunity to return to employment at a job and/or salary level comparable to that held at the time the leave of absence was granted.

ARTICLE 29
VACATIONS

SECTION 1

- a. All full time employees shall be entitled to vacations according to the following schedule:

<u>Years of Service</u>	<u>Days</u>
1 - 2	5
3 - 4	10
5 - 9	17
10 - 14	20

15 - 19
20 - 24
25 +

23
25
28

- b. Employees who are regularly scheduled to work less than full time shall be entitled to 50% of the vacation schedule cited in Section 1 (a) above.
- c. The Employer may, at it's sole discretion, place a new hire on the vacation schedule, not to exceed the third step (ie 5 - 9 years), when in it's opinion it is necessary for the recruitment of an individual with the education and experience desired for the position being recruited. A new hire so placed will remain at the initial placement level until such time as their actual years of service with the Employer permits advancement to the next level.

SECTION 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 Employer.

SECTION 3

An employee shall not be entitled to use more days than have been earned or in advance of days to be credited.

SECTION 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. The County shall have exclusive authority to waive the maximum limit for a reasonable period not to exceed six (6) months in the event an employee is denied and prevented from scheduling vacation time due to an operational constraint. In the event the employee fails to schedule vacation usage that would bring them back into compliance during the variance period, the days over the maximum will be forfeited.

SECTION 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.

SECTION 6

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

SECTION 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, however, that such pay-off of unused days shall not exceed thirty-five (35) days of pay.

ARTICLE 30
HOLIDAYS

SECTION 1

Full time employees shall be entitled to the following paid holidays: The following holidays are intended to be those holidays established by the Michigan Supreme Court. Should the Michigan Supreme Court change the following schedule in any way, that amended holiday schedule shall prevail and apply:

	<u>Actual Date to be Celebrated</u>
New Year's Day	January 1
Martin Luther King's Birthday	Third Monday of January
President's Day	Third Monday of February
Memorial Day	Last Monday of May
Independence Day	July 4
Labor Day	First Monday of September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday of November
Day after Thanksgiving	
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	January 31

and such other holidays as may be established by action of the Board of Commissioners.

SECTION 2

Employees shall work the last scheduled work day before the holiday and the first scheduled work day after the holiday to be eligible for holiday pay.

SECTION 3

In the event a holiday falls upon a Sunday, the following Monday shall be considered as the holiday. In the event a holiday falls upon a Saturday, the preceding Friday shall be considered as the holiday.

SECTION 4

Employees required to work a holiday by the Employer shall receive time and one-half (1 1/2) the base for each hour worked and an hour-for-hour vacation credit.

SECTION 5

Part time employees will be given opportunity to make up a Holiday on an hour-for-hour basis within six (6) weeks of the occurring holiday.

ARTICLE 31
WORKING HOURS - OVERTIME

SECTION 1

The normal working hours shall be seven and one-half (7 1/2) hours per day; thirty-seven and one-half (37 1/2) hours per week. The usual schedule will be between the hours of 8:30 AM and 5:00 PM, Monday through Friday, or as otherwise mutually agreed. The Employer may establish a regular flexible work schedule within the limits of seventy-five (75) hours in a pay period with compensation at the regular straight time rate. The needs and concerns of the employee shall be considered when regular flexible working hours are scheduled. The Employer will make a reasonable effort to avoid compelling an employee to work a regular flexible working hours schedule.

SECTION 2

Each employee working six (6) or more consecutive hours shall be entitled to two (2) fifteen (15) minute breaks, one in the first half of their shift and one in the second half of their shift.

SECTION 3

Employees who work less than six (6) hours shall be entitled to a fifteen (15) minute break at the midpoint of their regular workday.

SECTION 4

Each employee working six (6) or more hours shall be entitled to a one (1) hour lunch break each day.

SECTION 5

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

SECTION 6

Employees shall be compensated at time and one-half (1 1/2) the base hourly rate for:

- a. All work performed by employees in excess of their normally scheduled hours in a day or shift. Normally scheduled hours shall mean seven and one-half (7 1/2) hours.
- b. All work performed by employees in excess of their normally scheduled hours in a seven (7) consecutive day workweek. Normally scheduled hours shall mean thirty-seven and one-half (37 1/2) hours.
- c. The provisions of (a) and (b) shall be applied individually to each situation and not collectively. Employees shall not have overtime compounded by applying provisions of (a) and (b) in the same instance.

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

SECTION 7

The Employer shall compensate the employee with compensatory time off or pay as determined by the employee at the start of the calendar year, in accordance with the provisions of this Article. Compensatory time shall be allowed to accrue to a maximum of one hundred (100) hours. Hours which would exceed the maximum shall be paid to the employee.

SECTION 8

An employee or Employer may request an occasional flexible schedule within the limits of seventy-five (75) hours in a two (2) week pay period to be compensated at straight time pay. The Employer shall have exclusive authority to approve or deny an employee request. The Employer request must be mutually agreed upon by said employee.

ARTICLE 32 RETIREMENT BENEFITS

SECTION 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. Bargaining Unit members employed or reemployed on or after September 9, 1992 shall be subject to the plan provided herein.

SECTION 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 (5%) percent of their gross salary on a bi-weekly basis through payroll deduction.

SECTION 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.

SECTION 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 (69 .6%)percent.

SECTION 5

A retiring employee shall be eligible to participate in the health care program established by the retirement plan upon attaining eleven (11) years of service credit with the County. An employee with eleven (11) years of service but less than twenty (20) shall prepay the total premium cost established by the plan. Employees with twenty (20) or more years shall not be required to pay the premium for the basic coverage.

SECTION 6

An employee shall be eligible for early retirement when the combination of years and months of actual service and age equal eight (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 Employees Retirement Plan and excluding, by way of example, reciprocity through other retirement plans or the purchase of military service time.

SECTION 7

Effective January 1, 1999 retirement shall be computed on the base salary only and shall not include compensation from;

- a. Overtime pay or compensatory time payoff.
- B. Sick day accrual payoff upon separation from employment for any reason.

ARTICLE 33
LIFE INSURANCE

SECTION 1

Each full time employee shall be entitled to \$45,000 in life insurance and upon successful ratification of this Agreement by the parties said amount shall be increased to \$50,000 as soon as administratively practical with the carrier.

Option 1 - The employee has the option to purchase an amount equal to the core benefit at the Employer's group rate.

Option 2 - The employee has the option to purchase an amount equal to twice the core benefit at the Employer's group rate.

SECTION 2

The Employer shall have the sole right and responsibility to choose an insurance carrier to provide such coverage.

SECTION 3

On an approved leave of absence without pay, the employee may continue premium payment within the provision of the insurance policy for forfeit insurance coverage.

ARTICLE 34
HEALTH AND DENTAL CARE

SECTION 1

Each full time regular employee shall be eligible to participate in the health care plan with the following riders which shall include eligible dependents. The core plan follows:

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
RP - Routine Pap Test
HC - Hospice Care
RM - Routine Mammogram
OPC, OPPC - Outpatient Psychiatric Care
VST - Voluntary Sterilization
FC - Dependent Eligibility
SD - Sponsored Dependent
COB - Coordination of Benefits
\$5.00 Co-Pay - Prescription Drug Rider
Master Medical Option 1
Precertification
Case Management
VCA - 80 - Optical
FAE - RC - Emergency Room

The Employer shall pay the total cost of premiums of full time regular employees with the following exceptions:

- a. Employees hired on or after January 1, 1986 shall pay 100% of FC, SD, and/or Medicare 2-1 riders premium costs.
- b. Employees hired prior to January 1, 1986 who do not enroll dependents on the FC, SD, and/or Medicare 2-1 riders until after January 1, 1986 shall pay 50% of the rider premium costs and the County shall pay 50% of the premium costs.
- c. Employees hired prior to January 1, 1986 with enrolled dependents shall not pay any of the FC, SD, and/or Medicare 2-1 riders premium costs. Be it provided, however, that enrollment changes on or after January 1, 1986 shall be subject to the preceding subsection b.
- d. Employee premium cost shall be paid by way of payroll deduction.

SECTION 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
- * \$330 - 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 and customary charges.
- Precertification/Case Management
- Annual Cash Rebate (Paid Bi-Weekly)
- * \$400 - Single Plan
- * \$675 - Two Person Plan
- * \$830 - Family Plan

C. OPTION III

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

- * \$1,350 - Family Plan subscriber
- * \$1,100 - 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.

SECTION 3

The County shall provide full time employees the following core dental plan and options:

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.

SECTION 4

In order to acquire and maintain any of the benefits provided by Article 34, 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.

SECTION 5

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.

SECTION 6

On an approved leave of absence without pay, the employee may continue premium payment consistent with the terms of applicable laws.

ARTICLE 35
EMPLOYEE LIABILITY

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

ARTICLE 36
SERVICE RECOGNITION

SECTION 1

The Employer shall recognize years of continuous full time service of employees hired prior to January 1, 1991 by providing a percentage of salary not to exceed the maximum payment as follows:

<u>Years of Service</u>	<u>Percentage of Base Salary</u>	<u>Maximum Payment</u>
5 - 9	2%	\$ 900
10 - 14	4%	\$1800
15 - 19	6%	\$2700
20 - 24	8%	\$3600
25 +	10%	\$4500

SECTION 2

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

ARTICLE 37
MILEAGE ALLOWANCE

SECTION 1

Employees who are required to use their own vehicles to conduct departmental business shall be compensated for each mile driven at the maximum non-taxable rate established by the I.R.S.

SECTION 2

Employees shall be reimbursed for out-of-pocket meal expense for over-night meetings or conferences as follows:

\$ 6.00 - Breakfast
\$ 9.50 - Lunch
\$20.00 - Dinner

ARTICLE 38
PAY ADVANCE

SECTION 1

If a regular pay day occurs during an employee's vacation, the employee may request a pay advance. Advance pay shall be paid on a regular pay day only.

SECTION 2

Request for advance pay shall be made no less than ten (10) working days prior to the regular pay day that the check is to be received.

SECTION 3

Payment shall not be made for more vacation days than have been earned upon the date of the request of advance pay.

SECTION 4

The employee shall be issued no more than two pay advances within each calendar year.

ARTICLE 39
ADDITIONAL BENEFITS

SECTION 1

The Employer shall provide special clothing to employees that may be required in the performance of their duties.

SECTION 2

The Employer shall make an effort to provide an area for the employees so they may have a lunch break without interruption.

SECTION 3

The Employer shall provide the Union with one copy of each job description.

ARTICLE 40
WAGES

<u>January 01, 1998 2.5%</u>	<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>	<u>7 YEAR</u>	<u>8 YEAR</u>	<u>9 YEAR</u>	<u>10 YEAR</u>
Program Supervisor	36,974	38,084	39,226	39,862	41,319	42,510	43,913	45,372	46,732	48,146	49,578
Administrative Officer	36,974	38,084	39,226	39,862	41,319	42,510	43,913	45,372	46,732	48,146	49,578
Clinical Officer	36,974	38,084	39,226	39,862	41,319	42,510	43,913	45,372	46,732	48,146	49,578
Asst. Div. Director	38,956	40,124	41,327	42,008	43,477	44,848	46,340	47,899	49,335	50,822	52,340
Division Director	40,937	42,164	43,428	44,154	45,633	47,186	48,766	50,426	51,939	53,497	55,101

<u>January 01, 1999 2.5%</u>	<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>	<u>7 YEAR</u>	<u>8 YEAR</u>	<u>9 YEAR</u>	<u>10 YEAR</u>
Program Supervisor	37,898	39,036	40,206	40,859	42,352	43,573	45,011	46,506	47,900	49,350	50,818
Administrative Officer	37,898	39,036	40,206	40,859	42,352	43,573	45,011	46,506	47,900	49,350	50,818
Clinical Officer	37,898	39,036	40,206	40,859	42,352	43,573	45,011	46,506	47,900	49,350	50,818
Asst. Div. Director	39,930	41,127	42,360	43,058	44,564	45,969	47,499	49,097	50,569	52,092	53,648
Division Director	41,961	43,219	44,514	45,258	46,774	48,366	49,986	51,687	53,237	54,834	56,478

<u>January 01, 2000 2.5%</u>	<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>	<u>7 YEAR</u>	<u>8 YEAR</u>	<u>9 YEAR</u>	<u>10 YEAR</u>
Program Supervisor	38,846	40,012	41,212	41,880	43,411	44,662	46,136	47,669	49,098	50,584	52,088
Administrative Officer	38,846	40,012	41,212	41,880	43,411	44,662	46,136	47,669	49,098	50,584	52,088
Clinical Officer	38,846	40,012	41,212	41,880	43,411	44,662	46,136	47,669	49,098	50,584	52,088
Asst. Div. Director	40,928	42,155	43,419	44,134	45,678	47,118	48,686	50,324	51,833	53,394	54,989
Division Director	43,010	44,299	45,627	46,389	47,943	49,575	51,235	52,979	54,568	56,205	57,890

ARTICLE 41
TERMINATION OF AGREEMENT

This Agreement shall be in effect and become operative on January 1, 1998 and shall continue in operation and effect through December 31, 2000. If either party hereto desires to terminate, modify or amend this Agreement it shall, at least sixty (60) days prior to December 31, 2000, give notice to the Employer or to the Union, as the case may be, of its intention to terminate, modify, or amend this Agreement. If neither party shall give notice to terminate, modify, or amend this Agreement as provided, the Agreement shall continue in operation and effect after January 1, 2001, subject to termination or modification thereafter by either party upon sixty (60) days written notice.

In witness whereof, the parties hereto have executed this Agreement on the _____ day of _____ 1998.

FOR THE UNION

FOR THE COUNTY

LETTER OF UNDERSTANDING
REGARDING
ARTICLE 29 - VACATIONS

The County of St. Clair and the Community Mental Health Supervisors - A.F.S.C.M.E, hereby establish and agree to the implementation of changes to Article 29 - Vacations as follows:

1. The effective date of the implementation of changes shall be on the first day of the month following ratification by the Union and the Employer.
2. All current employees as of the date of implementation who would be adversely affected by the modified schedule shall continue to accrue vacation based on the schedule contained in the January 1, 1992 through December 31, 1994 Collective Bargaining Agreement until such time as their years of service would entitle them to benefit from the modified schedule.
3. The parties have identified and agreed that the employees that are to be "red circled" in accordance with sub-paragraph 2. above are as follows:

<u>Employee</u>	<u>Hire Date</u>	<u>Conversion Date</u>
Hansen, Claudia	06/14/93	06/14/98
Johnson, James	08/24/94	08/24/99

FOR THE UNION

FOR THE COUNTY

Date: _____

Date: _____

LETTER OF UNDERSTANDING
REGARDING
LEGAL ENTITY CHANGE/EMPLOYER STATUS

The County of St. Clair and the Community Mental Health Supervisors - A.F.S.C.M.E. Chapter 20 of Local 1518, hereby establish and agree that should the Community Mental Health Agency, during the term of this Agreement, receive State and County approval to become a local "Mental Health Authority" pursuant to provisions of Act 290 of the Public Acts of 1995, the parties shall, at the request of either party, meet for the purpose of executing necessary legal modifications to this Agreement to recognize said Employer status change.

FOR THE UNION

FOR THE COUNTY

Date: _____

Date: _____

RESOLUTION 98-18

ADOPTING COLLECTIVE BARGAINING AGREEMENT
BETWEEN
ST. CLAIR COUNTY AND THE 31ST JUDICIAL CIRCUIT COURT
AND
ST. CLAIR COUNTY FRIEND OF COURT EMPLOYEES
S.E.I.U. LOCAL 516-M


WHEREAS, the St. Clair County Friend of Court Employees - S.E.I.U. Local 516-M is recognized by the Michigan Employment Relations Commission and the County of St. Clair as the exclusive representative of certain employees of the St. Clair County Friend Of 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, 1998 through December 31, 2001 is hereby approved and adopted.

DATED: April 22, 1998

Reviewed and Approved by:




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





~~SS~~
ORIGINAL

ST. CLAIR COUNTY
FRIEND OF COURT

AGREEMENT

BETWEEN

ST. CLAIR COURTY
FRIEND OF COURT

AND

FRIEND OF COURT THE COURT
EMPLOYEES - S.E.I.U

EFFECTIVE
JANUARY 1, 1998 THROUGH DECEMBER 31, 2001

FRIEND OF COURT
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PURPOSE AND INTENT

The purpose and intent of this Agreement is to set forth the terms and conditions of employment for the members of the bargaining unit and to promote the harmonious working relationship between the Employer, employees and Union.

ARTICLE 1 RECOGNITION

1.1: The Union is hereby recognized as the exclusive representative of all full time and regular part time Friend of the Court employees with the exclusion of Friend of the Court, Deputy Friend of the Court, Attorney Referees, confidential Secretary, temporary employees and co-op employees, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and working conditions.

ARTICLE 2 UNION REPRESENTATION

2.1: All employees covered by this Agreement shall be represented for the purposes of the grievance procedure by a steward or alternate steward, selected by the Union, and for negotiating by a bargaining committee selected by the Union.

2.2: Either the Union Steward or the alternate Steward (hereafter Steward) shall be paid by the Employer for time spent in processing grievances during working hours. A Steward and/or Grievant will only be permitted to take time away from work for processing a grievance or union business when prior notice is given to the Friend of Court. If being away from work will adversely affect the operations of the Court, the parties will determine a mutually satisfactory time for the Union to conduct necessary business. In the event a dispute develops concerning the application of this sub-paragraph, the parties shall immediately meet to discuss and resolve said dispute in a manner which secures the Union's independence to police its contract and the Friend of Court's ability to conduct its business. If good faith discussions do not produce agreement, the Employer may resort to unilateral action. Any grievance which may result shall be processed in accordance with the American Arbitration Association's rules for expedited arbitration.

2.3: Whenever the parties agree to negotiating sessions during working hours, up to two (2) members of the Union negotiating team shall be paid for the time spent in such negotiations. The Union's bargaining committee may be released for reasonable periods in advance of scheduled bargaining sessions. Approval shall not be unreasonably withheld.

2.4: Time spent by the Steward and Alternate Steward processing grievances shall not be abused. The Steward and Alternate Steward shall, upon request, furnish the Employer with a accounting of time spent operating in the grievance procedure. Failure to provide for a general accounting or for abuse may result in discipline.

2.5: The Union shall notify the Friend of Court and the Personnel Director of the County in writing of names and classifications of all chapter representatives of the Union. Members of the Unit which are not officially identified as Union Representatives shall not be recognized or permitted to represent the interests of other members of the Union to the Employer. Changes in Union representation shall be promptly made in writing.

2.6: Any Steward or Alternate having an individual grievance in connection with his own work may ask for a member of the Committee to assist in adjusting the grievance.

2.7: Nothing in this Article or Agreement shall be construed as limiting any rights of the Court, County or employees guaranteed under the Public Employment Relations Act or any other applicable law.

ARTICLE 3 MANAGEMENT RIGHTS

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

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

- B. Further, it is recognized that the responsibility and prerogatives of the Management of the Friend of Court for the selection and direction of the working forces includes but is not limited to the right to decide the number of employees, the right to decide employee's qualifications; to determine the times and amount 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; the right to hire, fire, promote, demote, and transfer; discipline for just cause; and to relieve an employee from duty, all of which are vested exclusively in the Friend of Court, subject only to the provisions of this Agreement.
- C. The Employer'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 a Friend of Court Manual, prescribing in detail the standards of operation prescribed for the orderly and required management of the Friend of Court. It is further understood that a Friend of Court Manual may from time to time require revision due to changes in federal and/or state laws and regulations.

ARTICLE 4
PAYROLL DEDUCTION
AND UNION SECURITY

4.1: During the term of this Agreement, the Employer will honor written assignments of wages to the Union for the payment of union dues, or service charges of non-union employees. The Employer will promptly remit the dues deducted pursuant to such assignments with a written statement of the names of the employees for whom deductions were made. Normally, the deductions will be made the last pay period of each month for the then current union dues.

The employee's assignment may include the following clause which the Employer agrees to honor:

"This assignment shall continue in full force and effect until revoked by the employee in writing not more than sixty (60) days and not less than fifty (50) days before any anniversary date of this Agreement."

4.2: The representation fee shall be an amount as determined by the Union in compliance with the law applying to such service fees.

4.3: Each employee who would be eligible to acquire or maintain membership in the Union, and who fails voluntarily to acquire or maintain membership in the Union, shall be required as a condition of employment beginning on the thirty first (31st) day following the beginning of such employment or date of this Agreement, whichever is later, to pay to the Union each month a service charge as a contribution toward the administration of this Agreement and the representation of such employee. Temporary employees shall be required to pay union dues or service fee to the Union after ninety (90) calendar days of employment. This service charge for the first month shall be an amount equal to the Union's regular monthly dues, the usual initiation fee when applicable, and for each month thereafter an amount equal to the regular and usual monthly dues.

4.4: The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability actions for the purpose of complying with the provisions of this Article or in reliance on any list, notice or assignment furnished under any such provisions.

ARTICLE 5 DEPARTMENTAL WORK RULES AND REGULATIONS

5.1: The Friend of 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 Friend of Court work rules.

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

5.3: Department work rules and regulations are subject to the grievance procedure to determine whether they may be in conflict with any statute or this Agreement.

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

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

5.6 The Employer shall give the Union thirty (30) days advance written notice of proposed work rules and regulations and shall afford the Union said thirty (30) day period within which to give input concerning such proposed work rules and regulations.

ARTICLE 6
GRIEVANCE PROCEDURE

The grievance procedure is provided for the orderly resolution of differences that may arise in the interpretation of the Agreement, enforcement of its terms and conditions and the appropriateness of discipline. Nothing shall prevent the parties from a mutual agreement to modify any procedural requirement provided herein. Any mutually agreed procedural modification, including the extension of time limits, shall be reduced to writing specifically describing the modification and identifying those authorizing the modification.

STEP 1

- a. The Union and/or any employee having a specific grievance alleging a violation of this Agreement; a violation or deviation from a specific written Friend of Court policy or procedure; or a failure of the Friend of Court to comply with a specific written policy, procedure, method or regulation shall, within fifteen (15) working days of the alleged grievance, or the date the employee should have knowledge of the event giving rise to the grievance, take the matter up with the Friend of Court, who shall attempt to adjust the grievance with the terms of this Agreement or written policy, procedure, method or regulation. The employee may have their Union Representative present at this Step.
- b. Any employee may request the Friend of Court to call on one of the designated stewards to handle a specified grievance. In this case, the steward will be notified without undue delay, and without further discussion of the grievance. This procedure shall not unduly delay the operations of the Friend of Court.
- c. A grievance that does not specifically apply to salary, job classification, or a fringe benefit shall be considered non-economic. A non-economic grievance shall be referred to the Friend of Court for resolution. A grievance that specifically applies to salary, job classification or a fringe benefit shall be considered economic. An economic grievance shall be referred to the Personnel Director and the Friend of Court for resolution.
- d. A class action grievance shall require the signature of a bargaining unit employee officer in order to be a proper grievance at Step 1.

STEP 2

NON-ECONOMIC

- a. Grievances shall be considered settled at Step 1 unless reduced to writing on appropriate forms signed by the aggrieved employee and/or Union and delivered to the Friend of Court within five (5) working days after the meeting or adjourned meeting at Step 1. In this case, a meeting will be arranged within five (5) working days between the designated representative of the Union, the Grievant(s), and the Friend of Court for the purpose of attempting to settle the grievance.
- b. The Friend of Court shall be entitled to include up to an additional two (2) representatives as hearing officers to assist in the disposition of grievances. The names of the representatives will be identified to the Union in advance of the hearing.
- c. The Friend of Court or designated representatives shall provide a written decision within ten (10) working days to the Union.
- d. The grievance shall be considered settled at Step 2 unless, within thirty (30) calendar days after the completion of Step 2, the Union files written notice delivered to the Personnel Director and the Friend of Court of the Union's intention to pursue arbitration.
- e. A class action grievance shall require the signature of at least two (2) bargaining unit officers at Step 2 in order to process through the grievance procedure.

ECONOMIC

- a. Grievance(s) shall be considered settled at Step 1, unless submitted to the Personnel Director within five (5) working days. The Personnel Director shall notify the Friend of Court.
- b. Within ten (10) working days of receipt of the grievance according to (a) above, the Personnel Director and Friend of Court will meet with the Grievant(s), the Chairperson and a Union Representative, theretofore, designated as Grievance Representative and conduct a hearing of the grievance. All parties involved in the grievance at this step may be present.
- c. The Personnel Director and Friend of Court shall serve their written opinion to the Grievant(s) within ten (10) working days after the hearing.

- d. The grievance shall be considered settled at Step 2 unless, within thirty (30) calendar days after the completion of Step 2, the Union files written notice delivered to the Personnel Director and the Friend of Court of the Union's intention to pursue arbitration.

STEP 3

It is mutually agreed by the parties hereto that the inclusion of compulsory arbitration as final step in the grievance procedure shall be subject to the following safeguards and conditions:

- a. Within thirty (30) days of the date of issuing a notice of intent, the Union shall file a request for arbitration or the matter will be untimely.
- b. Every effort will be made by the parties to provide each other with thirty (30) calendar days advance written notice of the names of witnesses to provide testimony at the hearing. Should either party wish to compel the presence of any person to provide testimony, they shall request the arbitrator to issue a subpoena. The parties shall be under an affirmative obligation to provide the other party with all relevant information impacting on the issue and matter at hand in advance of the date of the hearing.
- c. The fee and expenses of the arbitrator shall be borne equally by the parties. All other expenses related to the arbitration proceedings including any expenses incurred by calling witnesses, shall be borne by the parties incurring such expenses.
- d. The arbitrator shall have powers as hereby limited, after due investigation, to make a decision in cases of alleged violation, misinterpretations or misapplications of a specific Article and Section of this Agreement.
- e. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- f. The arbitrator in rendering a decision, shall give full recognition of the Management Rights provision of this Agreement as it relates to the responsibilities, powers, authority and rights vested in the County, except as specifically limited by express provision of this Agreement.

- g. The arbitrator's decision shall be submitted in writing and shall set forth the findings and conclusions with respect to the issue(s) submitted to arbitration, and such decision shall be final and binding on the parties to the Agreement.
- h. The Union shall have the option to select arbitration through the American Arbitration Association, MERC, or as otherwise mutually agreed by the parties.

ARTICLE 7
SENIORITY

7.1: A full time employee shall mean an employee regularly scheduled to work seven and one-half (7 1/2) hours in a day and/or seventy-five (75) hours in a pay period. Full time employees shall accrue seniority from their most recent date of hire with the Friend of Court provided employment is continuous. Seniority shall apply only as set forth in this Agreement. Employees shall be considered probationary employees until they have successfully completed a probationary period which shall be ninety (90) calendar days.

7.2: A part time employee shall mean an employee regularly scheduled to work no more than thirty (30) hours in a calendar week or sixty (60) hours in a pay period. The Friend of Court shall not regularly schedule a part time employee to work more than thirty (30) hours in a calendar week or sixty (60) hours in a pay period. Part time employees shall be required to complete a probationary period of one hundred eighty (180) calendar days and shall accrue seniority based upon the number of days worked.

7.3: A temporary employee shall mean an employee hired in a seasonal capacity or as a substitute for an employee on an approved leave of absence. A temporary employee hired in a seasonal capacity shall not exceed nine (9) months of continuous employment, unless otherwise mutually agreed by the parties.

7.4: Any addition of regular part time employees during the duration of this Agreement shall not diminish the current complement of thirty (30) regular full time employees. The Friend of Court shall give the Union ten (10) days advance notice before hiring a regular part time employee.

7.5: Temporary employees shall accrue no seniority but shall be eligible for membership in the Union after completing ninety (90) calendar days of temporary employment.

7.6: The seniority for full time and part time employees shall be maintained separately and distinctly.

7.7: An employee whose working hours change to full time or part time shall be entitled to their previously accrued seniority.

ARTICLE 8
LOSS OF SENIORITY

8.1: An employee shall lose seniority for the following reasons:

- a. Voluntarily or involuntarily terminates employment.
- b. Is discharged and the discharge is not reversed.
- c. The employee does not return to work when recalled from layoff as set forth in the recall procedure.
- d. Retires.
- e. Fails to resume work at the end of an approved leave, unless authorized or excused in writing by the Friend of Court.
- f. Is absent from work without good and satisfactory reason given to the Friend of Court unless authorized or excused in writing by the Friend of Court. In the event the parties disagree as to whether or not the reason is "good and satisfactory" it may be resolved by the Grievance Procedure.
- g. Layoff for a continuous period of six (6) months or the length of the employee's seniority, whichever is greater, but not to greater than two (2) years, if the technology of the function changes or three (3) years if the technology does not change.
- h. Death.

ARTICLE 9
SENIORITY LIST

9.1: The seniority list on the date of this Agreement will show the date employed (first day on which the employee reported for work), name, and job title of all employees of the bargaining unit entitled to seniority, and post such list in the Friend of Court office.

9.2: An up to date seniority list will be provided the Chapter Chairperson within a reasonable period of request.

ARTICLE 10

LAYOFF

10.1: Layoff shall mean a reduction in the workforce including displacement to a lower paying classification as determined necessary by the Friend of Court. Layoff shall be by classification such that if a layoff is determined necessary in a particular classification, the least senior person in the affected classification will be laid off first. Be it provided that the laid off employee shall be entitled to exercise displacement rights to the next lower paying subordinate classifications by displacing the least senior employee in the subordinate classification provided the employee is qualified and able to perform the work of the subordinate classification and has more Friend of Court seniority than the person being displaced. An employee who chooses to displace the least senior employee in a subordinate classification shall receive a sixty (60) day trial period. The trial period will provide the Court and the employee with the opportunity to become acquainted with the job. If at the end of the trial period the employee is unable to perform the job to the satisfaction of the supervisor, the employee may exercise one more displacement option to a subordinate classification if any, or be laid off and the most senior laid off employee qualified for the position shall be recalled. A secondary displacement shall meet the same requirements and time limits as the initial displacement action.

10.2: The Union shall be notified promptly of a layoff. The Union may request a meeting with the Friend of Court and the County to discuss layoff. Be it provided, however, such meeting shall not prohibit or constrain the Friend of Court and County in the execution of a layoff as provided herein. Be it further provided that the meeting shall not be scheduled when the layoff is to employees in state or federally funded programs, if applicable by law. If the Friend of Court is receiving funds from a state or federally funded program (e.g., CETA, JEPTA) and the funds are discontinued, the individual in such position(s) may be at the discretion of the Friend of Court laid off in accordance to this Article or the position converted to a regular position.

10.3: An employee whose layoff is not provided in accordance with the contract shall be entitled to use the Grievance Procedure.

10.4: Employees to be laid off will have no less than fourteen (14) calendar days written notice of layoff. The Union will be provided a copy of the layoff notice given to each employee. The layoff notice shall include a notification of the provisions of Article 8 - Loss Of Seniority, 8.1: c.

10.5: When a layoff is determined to be necessary, temporary, probationary and part time employees in an affected classification shall be laid off by classification first. Employee(s) shall be

laid off by classification in seniority order from the least to the most senior, provided that the most senior employee(s) qualified to perform the function shall be retained. Be it provided that a laid off full time regular employee shall be entitled to displace a part time or temporary employee in the event no full time regular position is subject to displacement. The employee shall exclusively determine to accept a layoff or displacement. The employee who accepts layoff shall be entitled to displace a part time or temporary employee if within thirty (30) days of becoming ineligible for unemployment benefits or six (6) months, whichever occurs later.

10.6: In the event two or more employees have equal seniority, layoff shall be by employee payroll number. The employee(s) with the highest employee payroll number shall be considered to have the least seniority.

10.7: During the period of layoff, an employee shall accrue no seniority or be eligible for any fringe benefits.

10.8: A laid off or displaced 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 if the technology of the function changes or three (3) years if the technology does not change.

10.9: Employees who are transferred or promoted to a job outside of the bargaining unit shall retain their seniority within the bargaining unit for a period of one (1) year. Thereafter their bargaining unit seniority shall be terminated.

ARTICLE 11 PROMOTIONS

11.1: When a vacancy occurs, the Employer shall post a job vacancy notice in a conspicuous place in each Friend of Court office. The Local President shall be provided a copy of the job posting.

11.2: The Employer encourages bargaining unit employees to seek upgrading within the Bargaining Unit. The job vacancy notice shall be posted for a period of five (5) working days. The posting shall include:

- a. The job title.
- b. A description of the position.
- c. The necessary qualifications of the job.
- d. The hours of work.

e. The application process.

11.3: The Employer will give consideration to unit employees who possess the skill or ability, experience or education and physical fitness where applicable, and documented or demonstrated acceptable work habits necessary to perform the job. If more than one employee is qualified and all of the above factors are relatively equal, award shall be made to the employee with the longest continuous service. If an employee candidate and a non-employee candidate have relatively equal qualifications, the employee shall be awarded the position. New employees on probation are not eligible to bid on posted job openings. Nothing in this paragraph shall be construed as preventing the Employer from hiring someone outside the Bargaining Unit to fill a vacancy if the Employer determines such a hiring would be in the best interest of the office of the Friend of Court.

11.4; Promotions shall be made from within current employee ranks when the employee is qualified pursuant to 11.3 above. In the event an employee feels he or she was unjustly denied the position, the Friend of Court shall meet with the Steward and employee to discuss the reason(s) for not being granted the position.

11.5: The employee shall have thirty (30) working days to elect to return to their former job classification without loss of seniority. This period may be extended by mutual consent if reduced to writing. In addition, an employee, who in the Employer's opinion does not satisfactorily complete a ninety (90) day probationary period, which may be extended by mutual consent, shall be returned to his former job classification without loss of seniority.

11.6: An employee who accepts a promotion and who in the Employer's opinion satisfactorily completes the probationary period shall be placed on the job classification seniority list as of the first full days work in the upgraded classification. The promoted employee shall be paid at the rate of pay to which they are promoted from the first day of the promotion. Compensation shall be at the rate of the nearest higher salary step to their current salary.

ARTICLE 12
RATES FOR NEW JOBS

12.1: The County and the Friend of Court before establishing same, shall give written notice to the Union of newly proposed classification and rate structure prior to the time the classification becomes effective.

12.2: The Union shall, within seven (7) calendar days of such notification, give written notice to the County and the Friend of

Court of its request to be heard concerning said proposed rate structure.

12.3: The County and the Friend of Court shall within fourteen (14) calendar days of receipt of the notice in Section 2, set a time for hearing the Union's view.

12.4: Failure of the Union to give Section 2 notice or to appear at the Section 3 hearing shall be approval of the proposal unless the parties have agreed to extend the above time limits. Nothing contained in this Article shall be construed as preventing the Employer from establishing or implementing a new classification.

ARTICLE 13 LEAVES OF ABSENCE

13.1: Leaves of absence for reasonable periods, not to exceed two (2) years, will be granted without loss of seniority for:

- a. Illness leave (physical or mental); and
- b. Prolonged illness of spouse, child, parents, legal dependent and stepchildren.

All leaves shall be granted consistent with complying with the period of medical disability stipulated in writing by the attending physician. The Friend of Court may require an employee on a leave of absence due to illness to submit to an examination by a physician chosen by the Friend of Court, provided the charges of the physician are paid by the Friend of Court. Leaves of absence granted under this section will be consistent with medical necessity.

13.2: Upon Friend of Court approval, leaves of absence for reasonable periods, not to exceed one (1) year, may be granted without loss of seniority for:

- a. Serving in any Union position; and
- b. Educational purposes.

Such a leave shall be consistent with meeting the operational needs of the Friend of Court.

The parties agree to adhere to the FMLA. Disputes concerning compliance with the FMLA shall be subject to the grievance procedure or, if mutually agreeable, other alternative dispute resolution forums.

The leave year for purposes of computing benefits under the Family Medical Leave Act shall commence at the beginning of an employees approved leave and shall be for twelve calendar months thereafter.

The Employer will maintain, at the Employer's expense, health care coverage for up to twelve (12) weeks of approved FMLA leave. However, if the employee is paying the premium or a portion of the premium prior to such leave the employee shall continue to pay such premium while on leave. If an employee fails to return from an approved FMLA leave, the Employer may recover the cost of health care coverage paid during said leave from the employee.

An employee must provide a copy of a certification from a health care provider to justify a medical leave when the requested leave is for a serious health condition of the employee or the employee's family member. Where leave is foreseeable and at least thirty (30) days notice is provided, the employee is to provide certification before the leave begins. If circumstances are such that thirty (30) days is not foreseeable, the employee must provide certification to the Employer as soon as practicable but no later than fifteen (15) calendar days after the leave begins. Certification must contain:

1. The date on which the condition commenced.
2. The probable duration of the condition.
3. The medical facts regarding the condition.

If leave is requested as intermittent leave or a reduced schedule leave, the certification must contain a statement of the medical necessity for the intermittent or reduced schedule leave. Certification is not required if intermittent leave or reduced leave is for the birth of, adoption of, or foster care placement of a child, however, agreement must be obtained from the Employer for this type of leave.

The Employer, at its discretion, may require an employee on approved FMLA leave to provide periodic certification and/or reports as to the status and intentions of the employee to return to work. Failure to provide requested certification in a timely manner or failure to return from a FMLA leave may result in termination of employment.

It is the employee's responsibility to find a health care provider who will provide a complete certification.

If the Employer is not satisfied with the original certification, the Employer may require the employee to obtain a second opinion from a health care provider approved by the Employer. The Employer will pay for the opinion of the second health care provider. If the first two opinions conflict, the Employer may pay for a third opinion to be delivered by a doctor mutually agreed upon by the Employer and the employee. The Employer may grant preliminary leave approval under the above

circumstances which may be confirmed or withdrawn depending on the results of the second or third opinion.

Employees returning from FMLA medical leave must provide the Employer with a return to work certification from their health care provider attesting to their fitness to return to their duties.

An employee returning from an approved FMLA leave shall be restored to the position held by the employee when the leave commenced or restored to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

An employee who has exhausted FMLA benefits may request, and a leave of absence may be granted in accordance with normal leave provisions of this Article. Absence under an approved FMLA leave shall be counted as and deducted from leave entitlement under this Article.

In compliance with the Act, the Employer reserves the right to require an employee to utilize any accrued sick days and up to fifty (50%) percent of their accrued vacation days to a maximum of fifteen (15) vacation days during an approved leave. Fractions of a day shall be rounded up to a full day for pay purposes.

While on a FMLA leave without pay, the employee accrues no vacation time, sick days, or gain from any other fringe benefit.

13.3: An employee who has a combined continuous leave of absence, including extensions, for two (2) years and is unable to return to work shall be considered to have resigned.

13.4: All leaves based upon illness, including maternity, shall be supported by a statement from the attending physician, when requested by the Friend of Court. In all cases of illness extending beyond seven (7) calendar days, the employee shall provide upon request of the Friend of Court and at reasonable intervals, physician statements evidencing the employee's inability to return to normal work duties. The Court may waive the right, but such waiver shall not form the basis for submitting a grievance when such waiver is not granted. The Employer shall have the right to require evidence of information concerning the nature of the employee's illness.

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

13.6: An employee shall not be entitled to return to work from a leave of absence due to illness without medical verification by the attending physician that the employee is fit to return to work and is able to perform all aspects of their job.

13.7: Request for an extension of a leave of absence shall be submitted in writing to the Friend of Court no less than five (5) working days prior to the expiration date of the leave.

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

13.9: Failure to report to work on the first scheduled workday after the expiration of a leave of absence shall result in an immediate discharge except where the failure to report is otherwise permitted under this contract.

13.10: Leaves of absence with pay for any short term educational training which would benefit the Employer may be authorized by the Friend of Court. Employees shall be entitled to reimbursement for tuition, fees, books, supplies and lab expenses if required to attend educational training by the Employer or if the educational training is approved by the Friend of Court in advance and in writing.

ARTICLE 14
HOURS - WORKDAY - WORKWEEK

14.1: Standard work week shall consist of five (5) consecutive days, Monday through Friday. The work week shall consist of thirty-seven and one-half (37 1/2) hours.

14.2: The work day shall consist of seven and one-half (7 1/2) hours. Any change in the number of work hours in a day or work week shall be reviewed jointly by the parties as established in the Letter of Understanding regarding Flex Time attached to the Agreement.

14.3 Each employee working six (6) or more consecutive hours shall be entitled to two (2) fifteen (15) minute breaks, one in the first half of their shift and one in the second half of their shift. Each employee working six (6) or more consecutive hours shall be entitled to a one (1) hour lunch.

14.4: Overtime shall be computed on the basis of one and one-half (1 1/2) times the regular hourly rate unless otherwise provided in conjunction with the Letter of Understanding regarding Flex Time:

- a. On all hours worked in excess of seven and one-half (7 1/2) hours on any particular day.
- b. On all hours worked in excess of thirty-seven and one-half (37 1/2) hours per week.

c. In the event any law hereafter enacted requires overtime to be paid for hours in excess of a shorter work week than that established by this Agreement, the scheduled work week shall remain unchanged and overtime shall be paid as required by law.

14.5: Paid vacation, paid sick days and paid holidays will count as time worked when computing overtime.

14.6: The Employer shall compensate the employee with compensatory time off or pay at the employee's option. Compensatory time shall be scheduled at the mutual convenience of the employee and the Employer. Accumulation of and use of compensatory time will be in compliance with the Fair Labor Standards Act.

ARTICLE 15
TEMPORARY ASSIGNMENTS

15.1: Employees may be temporarily assigned to perform the duties of other bargaining unit members when circumstances warrant. When making a temporary assignment the Friend of Court shall consider the ability of the employee to perform the work, the availability of the employee based upon their current work, and the efficiency of the office. The Friend of Court shall give consideration to seniority when all other conditions have been met.

15.2: The temporarily assigned employee shall be entitled to compensation for the position when the assignment is on a daily basis provided the temporary assignment is for five (5) consecutive work days. The employee who satisfies this requirement shall be entitled to compensation from the first day of temporary assignment. In no event shall the employee be made to suffer a loss of pay or fringe benefit when on a temporary assignment.

15.3: The employee temporarily assigned shall be told the specific duties and tasks to be performed, the compensation and the approximate duration of the temporary assignment.

ARTICLE 16
VACATIONS

16.1: Effective January 1, 1995 all full time regular Friend of Court employees shall be entitled to vacations according to the following schedule:

<u>Years of Service</u>	<u>Annual Vacation Hours</u>
1 - 2	37.5
3 - 4	75
5 - 9	127.5

10 - 14	150
15 - 19	172.5
20 - 24	187.5
25 +	210

16.2: The full time allocation of hours according to the above schedule shall be credited to the employee upon each anniversary of full time employment with the department.

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

16.4: An employee shall be entitled to carry forward from the previous years accrual as many hours that when added to the anniversary credit does not exceed two hundred and sixty-two point five (262.5) hours. In other words, an employee shall not be entitled to maintain an accrual of more than two hundred and sixty-two point five (262.5) hours at any time.

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

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

16.7: Upon termination, retirement or death, the employee or beneficiary of the employee's estate shall be paid the total accrued unused vacation hours and a prorated payoff of vacation time from their date of separation retroactive to the employee's last anniversary of employment. Be it provided, however, that such payoff of unused hours shall not exceed two hundred and sixty-two point five (262.5) hours of pay.

ARTICLE 17
SICK DAYS AND DISABILITY

17.1: Full time regular employees shall be credited with seven point five (7.5) hours each monthly anniversary to be used for the purposes provided by these policies. Any sick hours use other than provided by this Agreement shall be considered a misuse and an abuse.

17.2: Full time regular employees shall be entitled to accrue sick hours to a maximum of two hundred and twenty-five (225) hours.

17.3: An employee shall be eligible to use sick hours upon satisfactory completion of the probationary period, for personal illness or serious or critical illness to their spouse, parent,

legal dependent or child. The employee shall also be eligible to use up to a maximum of thirty seven point five (37.5) hours as funeral leave for a death of a member of the immediate family as defined and limited: mother, father, step-parent, brother, sister, spouse, child, step-child, legal dependent, grandparent, grandchild or immediate family member of the spouse according to the preceding definition. The employee shall be required to provide proof of illness to spouse, parent or child and/or death of immediate family member.

17.4: An employee unable to schedule a personal medical or dental appointment during their normal off duty hours shall be entitled to take Court time without sick hour deduction provided;

- a. There are no more than four (4) occurrences in a calendar year;
- b. A doctor's statement is provided indicating the time of the scheduled appointment;
- c. Each absence or occurrence shall not exceed two (2) hours.

The employee who fails to satisfy the above criteria shall have sick hours deducted for all time away from the job.

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

17.6: An employee who uses twenty-two and one half (22.5) sick hours in a thirty (30) calendar day period or thirty-seven and one half (37.5) hours in a ninety (90) calendar day period, without a statement from their attending physician indicating the nature of their illness shall be on "proof required status". Proof required status shall mean the employee must provide a statement from their attending physician indicating the nature of the illness in order to be eligible for sick day pay. The employee shall be on proof required status for three (3) calendar months. The employee who fails to provide appropriate medical verification shall not only be denied compensation, but shall be subject to discipline. The Employer or designee may choose not to place an employee on proof required status at the Employer or designee's discretion if, in the opinion of the Employer or designee, the employee has not exhibited a questionable attendance pattern.

17.7: Sick hours may be taken in place of normally scheduled working hours excluding holidays.

17.8: An employee shall be eligible for salary continuation when an illness or injury extends beyond twenty (20) consecutive work days. Compensation shall commence the twenty-first (21st) work day and shall provide two-thirds (2/3) of the disabled

employee's normal pay before all payroll deductions including taxes and F.I.C.A. Salary continuation shall be for a period of five (5) years. Verification of a continuing medical disability may be required by the County in order to provide salary continuation. Salary continuation shall be offset by benefits derived from the County's Retirement Plan, Social Security and/or Worker's Compensation.

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

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

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

- a. The disabled employee shall be entitled to six (6) months of health care coverage provided the employee pays fifty (50%) percent of the premium cost.
- b. The County and/or the health care provider shall determine the length of time the disabled employee may continue group health care coverage.
- c. The County shall require prepayment of all premium costs.

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

A. CORE OPTION

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

B. OPTION I

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

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

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

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

17.15: An employee on an approved disability leave using sick hours, salary continuation or disability insurance shall be subject to all the provisions of Article 13 - Leave of Absence.

17.16: The employee must promptly notify their supervisor of their absence or be subject to discipline.

17.17: Upon termination of employment, an employee with accrued sick hours shall be entitled to receive compensation to a maximum accrual of two hundred and twenty-five (225) hours based upon the following graduated schedule of months of service.

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

17.18: An employee receiving salary continuation shall be eligible to supplement disability compensation with accrued sick or vacation days on a ratio of one (1) sick day or vacation day for each three (3) days of absence in order to remain at full gross salary. Vacation days may only be used upon exhaustion of accrued sick days.

ARTICLE 18

HEALTH AND DENTAL CARE, AND LIFE INSURANCE

18.1: 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
RP - Routine Pap Test
RM - Routine Mammogram
FC - Dependent Eligibility
SD - Sponsored Dependent
COB - Coordination of Benefits
\$5.00 Co-Pay - Prescription Drug Rider
Master Medical Option 1
Case Management
Precertification
VST - Voluntary Sterilization
FAE - RC - Emergency Room
VCA-80 - Optical Plan

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

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

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

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

A. OPTION I

All coverage's 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 coverage's and riders subject to:

- * \$250/\$500 Deductible
- * \$80/20 cost share of usual, reasonable and 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 terms and conditions of deferred compensation.

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

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

A. CORE OPTION

- * Plan 100 50/50 to an annual maximum of \$1000 per individual.
- * Orthodontia Plan 50/50 to a lifetime maximum of \$1500 of \$3000 per individual.

B. OPTION I

* \$200 to a flexible reimbursement account.

C. OPTION II

* \$150 cash rebate.

18.5: A full time employee shall be eligible for term life insurance as follows:

<u>Annual Salary</u>	<u>Benefit</u>
Less than \$20,000	\$15,000
\$20,000 to \$24,999	\$20,000
\$25,000 to \$29,999	\$25,000
\$30,000 to \$34,999	\$30,000
\$35,000 or more	\$35,000

A. OPTION I

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

B. OPTION II

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

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

18.7: An employee who fails to provide timely notice of a status change may be required to reimburse the County for the difference in plan costs. The Employer will notify new employees of all plan benefits upon hire and further advise employees of open enrollment periods and procedures to apply for and modify plan benefits.

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

ARTICLE 19
SERVICE RECOGNITION

19.1: Full time regular employees who are eligible for a lump sum payment in recognition of their years of continual service shall be paid based on the following schedule:

Maximum payment not to exceed the annual base salary of:

<u>Years of Service</u>	<u>% of Base Salary</u>	<u>Less Than \$25,000</u>	<u>\$25,001 to \$35,000</u>	<u>\$35,001 and over</u>
5 - 9	2%	\$ 400	\$ 600	\$ 800
10 - 14	4%	\$ 800	\$1,200	\$1,600
15 - 19	6%	\$1,200	\$1,800	\$2,400
20 - 24	8%	\$1,600	\$2,400	\$3,200
25 +	10%	\$2,000	\$3,000	\$4,000

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

19.3: On or after January 1, 1987, full time regular employees hired shall not be eligible to receive benefits provided for in this Article.

ARTICLE 20
RETIREMENT

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

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

20.3: 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.

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

Years of Service

Annual Multiplier

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 (69 .6%)percent.

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

20.6: A retiring employee shall be eligible to participate in the health care program established by the retirement plan upon attaining eleven (11) years of service. An employee with eleven (11) years of service but less than twenty (20) shall prepay the total premium cost established by the plan. Employees with twenty (20) or more years shall not be required to pay the premium for basic coverage.

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

20.8: Individual Bargaining Unit members employed prior to January 1, 1998 shall be entitled to select either the plan provided herein or maintain the plan in effect prior to January 1, 1998. Individual selection shall be made on a form provided by the Employer prior to December 31, 2001. Failure to submit a selection shall mean the employee is subject to the plan provided herein. Bargaining Unit members employed or re-employed on or after January 1, 1998 shall be subject to the plan provided herein.

20.9: Effective January 1, 1998 retirement shall be computed on the base salary only and shall not include compensation from;

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

ARTICLE 21
INJURY LEAVE WITH PAY/WORKER'S COMPENSATION

21.1: The County is required by law to participate in a Worker's Compensation Plan.

21.2: When employees are injured during their scheduled working hours, the alleged injury shall be reported to a supervisor as soon as possible. The supervisor shall complete an accident report on the form provided by the County and submit it to the Personnel Office.

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

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

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

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

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

ARTICLE 22
MILEAGE ALLOWANCE AND
EXPENSE REIMBURSEMENT

22.1: Employees who use their personal vehicles on business required by the Employer shall be reimbursed at the maximum non-taxable amount allowed by the Internal Revenue Service.

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

ARTICLE 23
SAFE WORKING CONDITIONS

23.1: The Employer will meet all legal requirements concerning safe working conditions (i.e. OSHA and MIOSHA) and will listen to and consider any employee concerns or suggestions regarding safety.

ARTICLE 24
HOLIDAYS

24.1: Full time employees shall be eligible for holidays established by the Michigan Supreme Court. Should the Michigan Supreme Court or St. Clair County Circuit Court change the schedule in any way, that amended holiday schedule shall prevail and apply and a copy sent to the Union.

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

24.3: All employees regularly scheduled to work on a holiday are required to work unless an absence has been approved by the Employer.

24.4: A paid holiday shall be counted as days worked for the purpose of computing all benefits provided by this Agreement.

ARTICLE 25
STUDENT EMPLOYMENT

25.1: For the purpose of this Agreement, student shall mean an employee who receives credit for graduation or for course completion from an accredited school or college for work performed with the Court, in conjunction with a bonafide co-op or intern program.

25.2: Students as defined herein, shall not be eligible for union membership.

25.3: Students shall not displace or cause the layoff of any regular bargaining unit employee.

ARTICLE 26
SPECIAL CONFERENCES

26.1:

Special conferences for important matters not normally subject to the grievance procedure will be arranged between the Union and the Employer or designated representative upon the request of either party, which request shall be in writing and shall specifically recite the subject matter to be discussed. Special

Conferences shall not be used for the purpose of continuous collective bargaining.

26.2:

Special conferences shall be scheduled within fifteen (15) working days after the request is made unless otherwise agreed. However, frequency of Special Conferences shall be no more than one (1) Special Conference per calendar quarter unless otherwise agreed.

ARTICLE 27
SUCCESSOR

27.1: In the event the control and obligation to supervise and oversee the operation of the Friend of Court transfers from the Circuit Court of St. Clair County to any other employer, the Circuit Court shall immediately notify the Union of the specific nature and scope of the transfer.

27.2: In the event the County of St. Clair assumes the control and the obligation to supervise and oversee the operation of the Friend of Court and is in fact recognized to be the sole and exclusive employer of Friend of Court employees, the County shall acknowledge and agree to fulfill the covenants and obligations expressed within this Collective Bargaining Agreement.

27.3: In the event another employer shall assume the control and obligation to supervise and oversee the operation of the Friend of Court and is in fact recognized to be sole and exclusive employer of Friend of Court employees, that employer shall be bound by the covenants and obligations expressed within this Collective Bargaining Agreement to the extent compelled by law.

ARTICLE 28
WAGES

CLASSIFICATION	<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Effective 1/1/98 - 2.5%						
Account Clerk I	\$22,553	\$22,918	\$23,314	\$24,139	\$24,991	
Account Clerk II	\$25,908	\$26,368	\$26,856	\$27,861	\$28,897	
Account Clerk III	\$27,861	\$28,307	\$28,897	\$29,999	\$31,160	
Secretary	\$25,908	\$26,368	\$26,856	\$27,861	\$28,897	
Judicial Service Officer I	\$30,791	\$31,406	\$32,033	\$33,316	\$34,648	\$36,033
Judicial Service Officer II	\$32,896	\$33,553	\$33,906	\$35,592	\$37,036	\$38,496
Judicial Domestic Specialist	\$35,008	\$35,665	\$36,334	\$37,704	\$39,127	\$40,607
Effective 1/1/99 - 2.5%						
Account Clerk I	\$23,117	\$23,491	\$23,896	\$24,742	\$25,615	
Account Clerk II	\$26,556	\$27,027	\$27,527	\$28,557	\$29,619	
Account Clerk III	\$28,557	\$29,015	\$29,619	\$30,749	\$31,939	
Secretary	\$26,556	\$27,027	\$27,527	\$28,557	\$29,619	
Judicial Service Officer I	\$31,561	\$32,191	\$32,834	\$34,148	\$35,514	\$36,934
Judicial Service Officer II	\$33,719	\$34,392	\$34,754	\$36,482	\$37,962	\$39,458
Judicial Domestic Specialist	\$35,883	\$36,556	\$37,243	\$38,646	\$40,106	\$41,623
Effective 1/1/2000 - 2.5%						
Account Clerk I	\$23,695	\$24,078	\$24,494	\$25,361	\$26,256	
Account Clerk II	\$27,219	\$27,703	\$28,216	\$29,271	\$30,360	
Account Clerk III	\$29,271	\$29,740	\$30,360	\$31,517	\$32,737	
Secretary	\$27,219	\$27,703	\$28,216	\$29,271	\$30,360	
Judicial Service Officer I	\$32,350	\$32,996	\$33,655	\$35,002	\$36,402	\$37,857
Judicial Service Officer II	\$34,562	\$35,252	\$35,622	\$37,394	\$38,911	\$40,445
Judicial Domestic Specialist	\$36,780	\$37,470	\$38,174	\$39,612	\$41,108	\$42,663
Effective 1/1/2001 - 2.5%						
Account Clerk I	\$24,287	\$24,680	\$25,106	\$25,995	\$26,912	
Account Clerk II	\$27,900	\$28,396	\$28,921	\$30,003	\$31,119	
Account Clerk III	\$30,003	\$30,484	\$31,119	\$32,305	\$33,556	
Secretary	\$27,900	\$28,396	\$28,921	\$30,003	\$31,119	
Judicial Service Officer I	\$33,159	\$33,821	\$34,496	\$35,877	\$37,312	\$38,803
Judicial Service Officer II	\$35,426	\$36,133	\$36,513	\$38,329	\$39,884	\$41,456
Judicial Domestic Specialist	\$37,700	\$38,407	\$39,128	\$40,603	\$42,136	\$43,730

ARTICLE 29
TERM OF AGREEMENT

29.1: This Agreement shall be in force from January 1, 1998 through and including December 31, 2001. Be it provided, however, that economic conditions shall be implemented upon execution of the Agreement as established by the signatures below or as provided by the Agreement.

29.2: It shall be the exclusive responsibility, authority and prerogative of the Union to notify the Employer of its desire to amend or modify the Agreement upon its expiration. Such notice shall be made in writing to the Friend of Court with a copy to the County Personnel Director within the period October 1, 2001 through and including December 31, 2001 or the bargaining unit shall be considered to have decertified and the parties shall be prohibited from collective bargaining.

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

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

FOR THE UNION

FOR THE EMPLOYER

LETTER OF UNDERSTANDING
ARTICLE 14
HOURS - WORKDAY - WORKWEEK

The Friend of Court, the County of St. Clair, along with the Friend of Court Employees - SEIU, hereby establish and agree with regard to Flex Time. The parties may, upon mutual agreement, establish non-traditional office hours to provide better service to the public. In the event such hours are desired, the parties shall select no more than four (4) representatives each for the purpose of rescheduling and discussing non-traditional hours.

FOR THE UNION

FOR THE COUNTY

Date _____

Date _____

LETTER OF INTENT
REGARDING
EMPLOYMENT

It is not the intent of the St. Clair County Friend of Court to diminish the current number of full time regular positions in order to replace them with part time regular or temporary positions. In the unlikely event either funding or lack of work requires the Friend of Court to diminish the current number of full time regular positions and establish part time positions, the Union shall be consulted in a serious attempt to find a mutually satisfactory arrangement.

Susan Borovich
Friend of Court

Date

LETTER OF UNDERSTANDING
REGARDING
ARTICLE 16
VACATION

The Friend of Court and the County of St. Clair, along with the Friend of Court Employees - SEIU, hereby establish and agree that the following employees shall be subject to the vacation schedule in affect under the 1990 - 1993 Collective Bargaining Agreement, as shown below, until such time as they obtain five (5) years of service. Upon attaining five (5) years of service the employees listed below shall be subject to the schedule provided in the current Collective Bargaining Agreement.

Steven Surman

Kathleen Vettese

The 1990 - 1993 vacation schedule is as follows:

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

FOR THE UNION

FOR THE COUNTY

Date _____

Date _____

LETTER OF UNDERSTANDING

LIABILITY - INDEMNIFICATION

The Friend of Court and the County of St. Clair agree to indemnify Friend of Court Employees against claims of liability which may arise in the course of employment while such employees are acting within the scope of their official duties or operations on behalf of the County. All such employees and the Service Employees International Union shall cooperate to the fullest extent necessary in any defense of any suit or claim that may arise in connection thereof.

FOR THE UNION

FOR THE COUNTY

Date _____

Date _____

RESOLUTION 98-17

PLACING THE RENEWAL OF THE SENIOR CITIZENS MILLAGE
ON THE AUGUST PRIMARY ELECTION BALLOT

WHEREAS, the St. Clair County Board of Commissioners recognizes the need for continued financing of Senior Citizens Services; and

WHEREAS, the County of St. Clair is authorized by Public Act 39 of 1976, being MCL 400-571, to submit a millage proposition to the electorate at a regularly scheduled election to levy up to one (1) mill for services to older citizens.

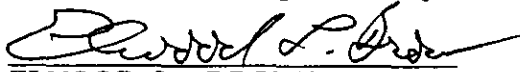
NOW, THEREFORE, BE IT RESOLVED THAT:

1) The St. Clair County Clerk is hereby directed to place before the electorate of the County of St. Clair, at the August 1998 Primary Election, a request to renew the present Senior Citizens Millage of five-tenths (0.5) mills for a period of four (4) years, being 1998 through 2001, said millage to be used and disbursed for the sole purpose of providing Senior Citizens Services within the County of St. Clair.

2) The said millage election is to be set on the date of the August Primary Election, August 3, 1998.

DATED: April 22, 1998

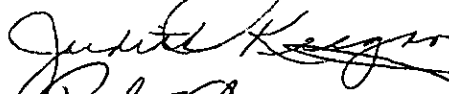
Reviewed and Approved by:


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













RESOLUTION 98- 16

APPROVING THE 1998 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.

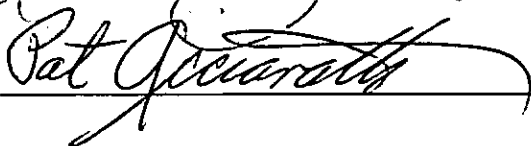
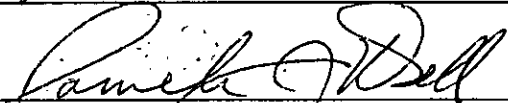
3. All resolutions and parts of resolutions, insofar as the same conflict with the provisions of this resolution, be, and the same hereby are rescinded.

DATED: April 22, 1998

Reviewed and Approved by:



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



RESOLUTION 98-15

ANNUAL REPORT - DRAIN COMMISSIONER

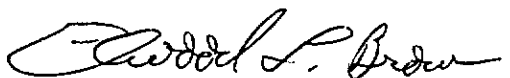
WHEREAS, by statute, the Drain Commissioner is required to submit to the Board of Commissioners, an annual report of the activities of said office; and

WHEREAS, Fred Fuller, 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 1997 Annual report of Fred Fuller, 1997 Drain Commissioner, may be and the same is hereby accepted and approved.

DATED: April 8, 1998

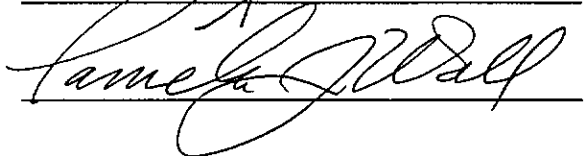
Reviewed and Approved by:



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







RESOLUTION 98-14

SUPPORTING DELINQUENT TAX LEGISLATION
HOUSE BILL NOS. 5353, 5354 AND SENATE BILL NO. 791

WHEREAS, Michigan residents are now able to pay their property taxes due in large part to Proposal A; and

WHEREAS, because of the positive effects associated with Proposal A, it is now time to re-examine Michigan's statutes pertaining to delinquent taxes and how they can better serve the interests of Michigan taxpayers; and

WHEREAS, the Michigan Association of County Treasurers (MACT) has introduced legislation to make the complicated delinquent tax foreclosure process more taxpayer, school and local government friendly; and

WHEREAS, the MACT legislation shortens the current six (6) year redemption process period by a year, and provides for a forfeiture instead of a tax sale; and

WHEREAS, by shortening the redemption period from six (6) years to five (5), tax delinquent properties will get back on the tax roll sooner and be productive tax revenue generators for both local governments and schools without diminishing opportunities for the taxpayer to redeem; and

WHEREAS, Counties and taxing units no longer need the influx of cash that is generated by the annual tax sale because sufficient revenues are now generated by revolving loan funds; and

WHEREAS, the MACT legislation increases notification to the taxpayer to assure the taxpayer is adequately notified that their property is tax delinquent; and


WHEREAS, the legislation also requires the Department of Natural Resources to conduct title searches on tax reverted properties, so that clear title can be obtained to make properties saleable.

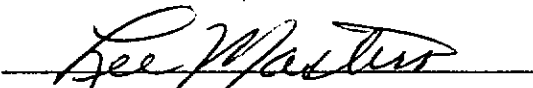


NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners does hereby support House Bill Nos. 5353, 5354 and Senate Bill No. 791, to streamline the delinquent tax process and make it more taxpayer friendly.

BE IT FURTHER RESOLVED, that copies of this resolution be sent to the Governor, area Legislators, Michigan Association of Counties and Michigan Association of County Treasurers.

DATED: March 25, 1998

Reviewed and approved by:


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

TALKING POINTS FOR MACT LEGISLATION
HOUSE BILL NOS. 5353, 5354
SENATE BILL NO. 791

Below is a general synopsis of the bipartisan MACT legislation: House Bill Nos. 5353 (Profit), 5354 (Bobier), and Senate Bill No. 791 (Bullard).

The MACT Legislation Proposes to:

MAKE THE COMPLICATED TAX FORECLOSURE PROCESS MORE TAXPAYER, SCHOOL AND LOCAL GOVERNMENT FRIENDLY

- ▶ With the enactment of Proposal A Michigan residents are now able to pay their property taxes. Because of this, it is now time to re-examine our statutes pertaining to how delinquent taxes are handled today, and how they might not be serving the best interests of Michigan taxpayers.
- ▶ The MACT proposal shortens the current 6 year redemption process period by a year, and goes directly to a forfeiture instead of a tax sale.
- ▶ By shortening the redemption period from six years to five, properties will get back on the tax roll sooner and be productive tax revenue generators for both local governments and schools. Ample opportunity would still exist for the taxpayer to redeem.
- ▶ By going directly to a forfeiture rather than a tax sale, the tax payer will only have to deal with the county treasurer and the state, and will not have to worry about whether their property will be sold at tax sale to a lien buyer.
- ▶ Because of revolving loan funds, counties and taxing units no longer need the influx of cash that is generated by the annual tax sale. In other words, the county tax sale no longer serves a public purpose -- for the taxpayer or the county -- as sufficient revenues are now generated by the revolving funds.

INCREASE NOTIFICATION TO THE TAXPAYER TO PROVIDE MORE OPPORTUNITY TO PAY

- ▶ Senate Bill No. 791 increases notifications to the taxpayer -- to assure the taxpayer is adequately notified that their property is tax delinquent and the consequences. This additional expense and workload will be absorbed by the county treasurers.

MAKE PROPERTIES THAT REVERT TO THE STATE SALABLE

- ▶ The MACT legislation also requires the DNR to conduct title searches on tax reverted properties, so that clear title can be obtained. This will also aid in getting tax reverted properties back onto the tax rolls.

This legislation is supported by all 83 county treasurers.

RESOLUTION 98- 13

APPROVING APPLICATION TO THE DEPARTMENT OF NATURAL
RESOURCES FOR FUNDS TO DEVELOP 1.25 MILES OF ABANDONED
CSX RAILROAD RIGHT OF WAY FROM IMLAY CITY ROAD TO BEARD ROAD
AS A NON-MOTORIZED RECREATIONAL TRAIL

WHEREAS, the County will make application to the Michigan Department of Natural Resources for funds to develop 1.25 miles of CSX Railroad right of way; and

WHEREAS, the right of way will be used as a non-motorized trail; and

WHEREAS, the 1995 St. Clair County Citizen Recreation Survey indicated that 88% of the respondents thought that the creation of a County trails network was either very important or important; and

WHEREAS, the County's Master Recreation Plan identified the acquisition and development of the Wadhams to Avoca rail trail as a short term goal; and

WHEREAS, the citizens of St. Clair County approved a special millage to fund County Parks and Recreation properties, facilities and programs; and

WHEREAS, the St. Clair County Parks and Recreation Commission has conducted a public hearing on this matter on behalf of the County Board of Commissioners as required by the Michigan Department of Natural Resources; and

WHEREAS, the St. Clair County Parks and Recreation Commission has formally requested that the County Board approve the grant application.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of St. Clair County does hereby authorize and grant its support for the application by St. Clair County to the Michigan Department of Natural Resources to obtain grant funds for the development of 1.25 miles of CSX Railroad right of way from Imlay City Road to Beard Road.

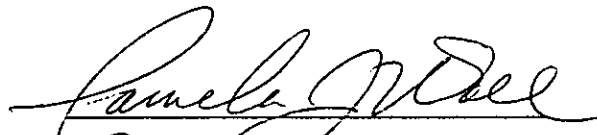

BE IT FURTHER RESOLVED, that the county, through the authority of its Board of Commissioners, does hereby commit County Parks and Recreation millage funds to provide the necessary local matching funds upon award of a grant as well as providing maintenance for the project once constructed.


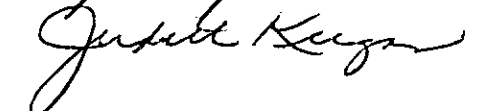
DATED: March 25, 1998

Reviewed and Approved by:



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

RESOLUTION 98-12

APPROVING APPLICATION TO THE DEPARTMENT OF NATURAL
RESOURCES FOR FUNDS TO ACQUIRE 31 ACRES OF CN RAILROAD PROPERTY
AS A SHORELINE PARK AND NON-MOTORIZED RECREATIONAL TRAIL

WHEREAS, the County will make application to the Michigan Department of Natural Resources for funds to acquire 31 acres of CN Railroad property; and

WHEREAS, the right of way will be used as a shoreline park and non-motorized trail; and

WHEREAS, the 1995 St. Clair County Citizen Recreation Survey indicated that 88% of the respondents thought that the creation of a County trails network was either very important or important; and

WHEREAS, the County's Master Recreation Plan identified the acquisition and development of the shoreline property and rail trails as a short term goal; and

WHEREAS, the citizens of St. Clair County approved a special millage to fund County Parks and Recreation properties, facilities and programs; and

WHEREAS, the St. Clair County Parks and Recreation Commission has conducted a public hearing on this matter on behalf of the County Board as required by the Michigan Department of Natural Resources; and

WHEREAS, the St. Clair County Parks and Recreation Commission has formally requested that the County Board approve the grant application.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of St. Clair County does hereby authorize and grant its support for the application by St. Clair County to the Michigan Department of Natural Resources to obtain grant funds for acquisition of 31 acres of CN Railroad property.

BE IT FURTHER RESOLVED, that the County, through the Authority of its Board of Commissioners, does hereby commit County parks and Recreation millage funds to provide the necessary local matching funds upon award of a grant as well as providing maintenance for the project once constructed.

DATED: March 25, 1998

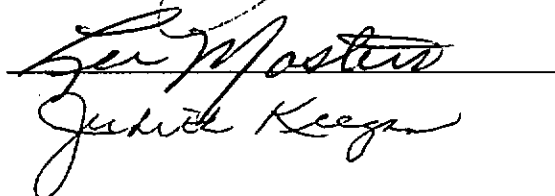
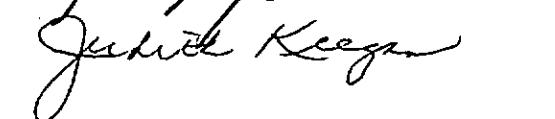
Reviewed and Approved by:



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





RESOLUTION 98-11

AUTHORIZING INVESTMENT OF SURPLUS FUNDS
AND DESIGNATION OF DEPOSITORIES

WHEREAS, it is the policy of St. Clair County to invest its funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow needs of the county and comply with all state statutes governing the investment of public funds; and

WHEREAS, this investment policy applies to all financial assets of the County. These assets are accounted for in the various funds of the County and include the general funds, special revenue funds, debt service funds, capital project funds, enterprise funds, internal service funds, trust and agency funds and any new funds established by the County; and

WHEREAS, management responsibility for the investment program is hereby delegated to the County Treasurer, per MCL 48.40. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the County Treasurer. The County Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials; and

WHEREAS, the primary objectives of the County's investment activities shall be Safety-safety of principal is the foremost objective of the investment program. Diversification-the investments will be diversified in order that potential losses on individual investments do not exceed the income generated from the remainder of the investments. Liquidity-the investments shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. Return on investment-the investment portfolio shall be designed with the objective of obtaining a rate of return throughout the budgetary and economic cycles, taking into account the investment risk constraints and the cash flow characteristics of the investments; and

WHEREAS, Public Act 20 of 1943, as amended, provides that the Board of Commissioners may, by resolution, authorize the Treasurer to invest surplus funds belonging to the County in investment holdings as specified in the aforesated statute and stated in Exhibit "A" attached hereto; and

WHEREAS, all security transactions, including collateral for repurchase agreements and financial institution deposits, entered into by the County Treasurer, shall be on a cash basis. Securities may be held by a third party custodian designated by the Treasurer and evidenced by safekeeping receipts as determined by the Treasurer; and


WHEREAS, investments shall be made with judgement and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probably safety of their capital as well as the probable income to be derived.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The financial institution listed in Exhibit "B" attached hereto are hereby designated as depositories for use by the County Treasurer and, further, the variable interest rate on accounts of deposits provided by the said institution is hereby approved; and
2. Hereafter, the designation of depositories shall be the responsibility of the County Controller unless otherwise provided by this Board.
3. This Board hereby delegates to the County Treasurer the authority to contract with a financial institution for the placement of surplus funds of the County in an investment pool as provided by Public Act 367 of 1982, subject to the approval of the contract by the Controller and review by Corporation Counsel.
4. The County Treasurer is hereby authorized to invest surplus funds in investment holdings as specified in section (1) of Public Act 20 of 1943, as amended, and stated in Exhibit "A" attached hereto; and
5. All resolutions and parts of resolutions, insofar as the same conflict with the provisions of this resolution be, and the same are hereby rescinded.

DATED: March 11, 1998

Reviewed and Approved by:


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

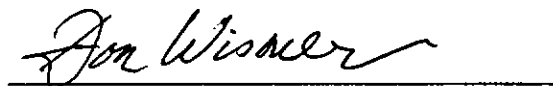






EXHIBIT "B"

OLD KENT BANK

NBD BANK

COMERICA BANK

MICHIGAN NATIONAL BANK

Citizens First

Eastern Michigan Bank

RESOLUTION 98-09

COUNTY CLERK'S REQUEST FOR SUPPORT OF
HOUSE BILL 4441

WHEREAS, the Michigan Association of Registers of Deeds is supporting legislation to increase recording fees outlined in HB 4441; and

WHEREAS, the Michigan Association of Counties, Michigan Oil and Gas Association, Michigan Bankers and the Michigan Land Title Association are in support of legislation to increase recoding fees outlined in HB 4441; and

WHEREAS, the St. Clair County Board of Commissioners agrees with the concept of allocating additional recording fees to help keep the Office of the Register of Deeds up-to-date with current automation equipment; and


WHEREAS, the St. Clair County Board of Commissioners feels that the technology update will allow the Register of Deeds Office to become more efficient.

NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners supports HB 4441 as passed in House on January 27, 1998, which appropriates additional fees to an automation fund.

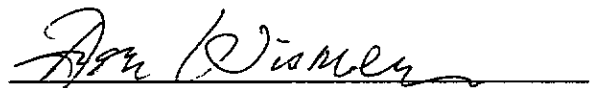
BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to the Michigan Association of Counties, Senator Dan DeGrow, and the other eighty-two (82) Counties in the State of Michigan.

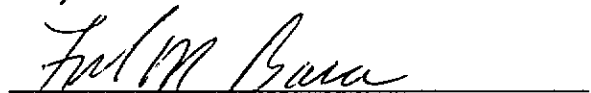
DATED: February 25, 1998

Reviewed and Approved by:



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







RESOLUTION 98-08

ADOPTING COLLECTIVE BARGAINING AGREEMENT
BETWEEN ST. CLAIR COUNTY
AND
ST. CLAIR COUNTY SHERIFF DEPARTMENT EMPLOYEES - P.O.A.M.

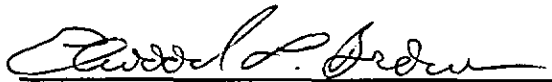
WHEREAS, the St. Clair County Sheriff Department Employees-P.O.A.M. is recognized by the Michigan Employment Relations Commission, the St. Clair County Sheriff and the County of St. Clair, as the exclusive representative of certain employees of the St. Clair County Sheriff, not subject to Public Act 312; and


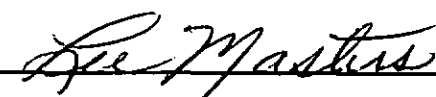
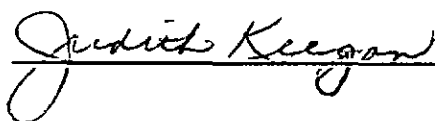
WHEREAS, the parties have collectively bargained mutually acceptable terms and conditions.

NOW, THEREFORE, BE IT RESOLVED, that the Collective Bargaining Agreement (Attached Exhibit "A") for the period July 1, 1996 through June 30, 1999, is hereby approved and adopted.

DATED: February 25, 1998

Reviewed and Approved by:


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

TENTATIVE
AGREEMENT
BETWEEN
ST. CLAIR COUNTY
AND
ST. CLAIR COUNTY SHERIFF DEPARTMENT EMPLOYEES
P.O.A.M.
ACT 312 ARBITRATION INELIGIBLE CLASSIFICATIONS

EFFECTIVE JULY 1, 1996 THROUGH JUNE 30, 1999

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AGREEMENT

1.1: This Agreement made and entered into for the period July 1, 1996 through June 30, 1999 between the Board of Commissioners of the County of St. Clair, state of Michigan, hereinafter referred to as the "Employer," and the Sheriff of St. Clair County, hereinafter referred to as the "Co-employer", and the St. County Sheriff's Department Chapter, Police Officers Association of Michigan, hereinafter referred to as the "Union".

1.2: In consideration of the premises and the mutual covenants and promises of the parties hereto, it is hereby agreed as follows:

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 Union, which will serve to the best interests of all concerned.

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

ARTICLE 3 RECOGNITION

3.1: The Union is hereby recognized as the exclusive representative of all full and part time employees of the following classifications employed in the St. Clair County Sheriff's Department for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and working conditions for the term of the Agreement as follows:

Corrections Officer
Deputy
Youth Service Detective
Detective
Service Bureau Agent
Custodian II
Inmate Trust/Commissary Clerk
Communications Officer
Transfer Officer

The Sheriff, Undersheriff, supervisory employees such as but not limited to, Correction Corporal, Correction Sergeant, Service Bureau Manager, Communications Director, Sergeants, Lieutenants and Captain shall be excluded from the bargaining unit by virtue of

their supervisory capacity and not necessarily by rank. Other employees such as the personal Secretary to the Sheriff, Special Deputy and temporary employees shall be excluded from the bargaining unit.

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: A temporary employee shall be defined as an employee hired for a definite predetermined period of time not to exceed six (6) months provided, however, if a temporary employee is hired to replace a permanent employee on leave of absence, they may retain their temporary status for the period of said leave of absence.

ARTICLE 4 MANAGEMENT RESPONSIBILITY

4.1: The right to hire, promote, discharge or discipline for cause, and to maintain discipline and efficiency of employees, is the sole responsibility of the Employer, except that Union members shall not be discriminated against as such. In addition, the work schedules, methods and means of departmental operation are solely and exclusively the responsibility of the Employer, subject, however, to the provisions of this Agreement.

ARTICLE 5 CONTRACT SERVICES

5.1: Due to the high cost of maintaining and operating the Sheriff's Department, the Sheriff and the County may determine it necessary to provide its services to communities within the County on a contractual basis or to take advantage of available grants and aids. Funding obtained by any of these means shall be defined as a contract service.

5.2: The Sheriff and County shall have exclusive responsibility and authority to determine the providing of contract services.

5.3: Be it provided, however, the Union shall be notified of all contract services within five (5) County business days of the Agreement by the Sheriff, Board of Commissioners and the contractee that is being provided services. At the Union's request, full terms and conditions of the contract will be provided the Union. Be it further provided, subsequent renewal and/or modification of any contract for services will be subject to these same notification and disclosure stipulations.

5.4: Participation in a contract service may require the appointment of new or additional employees. The acquisition of employees shall be in accordance with the Career Change and Advancement provision of this Agreement, unless otherwise mutually agreed. At such time as contract services are no longer to be provided, for any reason, the employee

compensated in part or the whole by such funds, shall be subject to layoff. Be it provided, however, that the employee shall exercise seniority displacement rights in accordance with the layoff and recall provision of this Agreement.

ARTICLE 6 AGENCY SHOP

6.1: 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 Union and pay the monthly union dues uniformly required of union members or pay to the Union a representation fee as herein defined, effective thirty (30) calendar days after the effective date of this Agreement or date of hire whichever is later.

6.2: The representation fee shall be an amount as determined by the Union not to exceed normal dues which is equivalent to the actual cost for negotiations, grievance processing, and administration of this Agreement.

6.3: For those employees for whom properly executed payroll deduction authorization forms are delivered to the Personnel Office, the Employer will deduct Union dues or representation fees each from the first two (2) pay periods of each month as per such authorization and shall remit to the P.O.A.M. any and all amounts so deducted, together with a list of employees from whose pay such deductions were made.

6.4: If the bargaining unit member fails to comply, the P.O.A.M. shall give a copy of the letter sent to the delinquent bargaining unit member and following written notice to the Employer at the end of the fourteen (14) calendar day period:

6.5: "The P.O.A.M. 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 P.O.A.M. certifies that the amount of the representation fee includes only the proportionately equivalent amount necessary for negotiations, grievance processing, and administration of this Agreement.)

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

6.7: The Union shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or as a result from any conduct taken by the County for the purposes of complying with the provisions of this

article. It is further agreed that neither any employee nor the Union shall have any claim against the County for any deductions made or not made, as the case may be, except that the County shall be responsible to provide the Union with dues deducted from the employees' pay. In no case shall the County be responsible to pay to the Union or employee an amount equal to dues or representation fee which may or may not have been deducted and paid to the Union or employee.

ARTICLE 7 UNION REPRESENTATION

7.1: The Union shall be represented to the Employer by no more than four (4) recognized officers. The names and classifications of these employees shall be communicated in writing to the Sheriff and Personnel Director of the County upon their selection and/or subsequent change.

7.2: The recognized officers shall be permitted to represent the employees to the Employer in matters of negotiation, grievances, or concerns of the membership. No more than three (3) employees may be paid if scheduled to work when in negotiations. No more than one (1) employee representative may be paid for time spent representing the Union in all other matters unless otherwise stipulated. The employee(s) shall have exclusive and sole authority and power to select who shall represent them to the Sheriff and/or County and shall have full responsibility to arrange for said representation, provided that one representative shall be a law enforcement officer and one representative shall be a Corrections Officer.

7.3: 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.

7.4: The local Union President shall work a steady day shift.

ARTICLE 8 GRIEVANCE PROCEDURE

8.1: Step 1

- A. Any Employee having a specified grievance alleging a violation of this Agreement, a violation or deviation from an established County or departmental policy or procedure, or a failure of the County or department to comply with a policy, procedure, method, practice or regulation of the County or department shall, *within fifteen (15) working days of the alleged grievance,*

take the matter up with the Sheriff or the Sheriff's designated representative, who shall attempt to adjust the grievance with the terms of this Agreement, County or departmental policy, procedure, method, practice or regulation. The employee shall be entitled to have a Union representative and Business Agent present at this step.

- B. Any employee may request the Sheriff or the designated representative of the Sheriff to call one of the designated local union representatives to handle a specified grievance with the Sheriff or the designated representative of the Sheriff. In this case, the Union representative will be notified without undue delay and without further discussion of the grievance. This procedure shall not unduly delay the operations of the Sheriff's Department.
- C. The Union shall be entitled to submit a grievance on behalf of the bargaining unit or a particular class of employees in accordance with the following *safeguards and conditions*.
 - i. A grievance shall be considered proper provided it alleges a violation of this Agreement, a violation or deviation from an established County or departmental policy or procedure, or a failure of the County or department to comply with a policy, procedure, method, practice or regulation of the County or department.
 - ii. The grievance shall be filed within fifteen (15) working days of the event or occurrence giving rise to the grievance.
 - iii. No fewer than two (2) recognized officers of the bargaining unit and the Business Agent shall present the grievance at Step 1, and shall suffer no loss of pay if scheduled to work.
 - iv. No fewer than two (2) recognized officers of the bargaining unit and the business agent of the POAM shall sign the grievance advanced to Step 2.
 - v. The Sheriff or the Sheriff's designated representative shall provide a verbal or written response to the grievance within ten (10) calendar days of the Step 1 presentation or the Union may advance the grievance to Step 2.
 - vi. The grievance, if advanced, shall be subject to all the provisions of Steps 3 and 4.
- D. A grievance shall be considered resolved and shall not be advanced through the grievance procedure when the parties are agreed upon a remedy.

8.2: Step 2

- A. Grievances shall be considered settled at Step 1 unless reduced to writing on appropriate forms signed by the aggrieved employee and delivered to the office of the Sheriff or designee within ten (10) calendar days after the meeting or adjourned meeting at Step 1. In this case a meeting will be arranged within fifteen (15) working days between the designated representative of the Union, the Business Agent, the Grievant(s), and the Sheriff or the Sheriff's designated representative for the purpose of attempting to settle the grievance at the department level. The Sheriff or designee shall provide a written decision within ten (10) working days to the Union.
- B. A grievance shall be considered resolved and shall not be advanced through the grievance procedure when the parties are agreed upon a remedy.

8.3: Step 3

- A. Grievances shall be considered settled at Step 2 unless delivered to the Personnel Office within seven (7) calendar days after completion of Step 2. The Personnel Director shall serve as the County's Grievance Representative and shall be empowered to resolve all grievances within the terms of the Collective Bargaining Agreement.
- B. Such notice shall contain a request by the Union that a hearing be held at the earliest convenient date possible. At such hearing both the Union and the Employer Representative(s) may request the presence of any and all parties who have been involved in the grievance up to this step.
- C. At such hearing the Sheriff may be represented by one (1) or more representatives and the Union and the Grievant(s) may be represented by their Union representative(s) theretofore designated as grievance representatives and the Business Agent.
- D. The grievance representative of the Employer shall deliver the decision of the Employer to the Union in writing within ten (10) work days excluding holidays and weekends following the hearing.
- E. If additional time is deemed necessary to properly investigate matters relative to the grievance at any step outlined above, such additional time may be granted only if mutually agreed upon between the parties.
- F. It is agreed that Saturday, Sunday and holidays shall not be counted in computing time limits provided herein, except when such time limits are measured in weeks.

- G. The grievance shall be considered settled at Step 3 unless written notice is delivered to the Personnel Office within thirty (30) calendar days after the completion of Step 3. A grievance shall be considered resolved and shall not be advanced through the grievance procedure when the parties are agreed upon a remedy.
- H. Failure of the designated Employer Representative(s) to comply within the deadline established at any step shall result in advancement to the next step of the procedure, if determined by the Union.

8.4: Step 4

It is mutually agreed by the parties hereto that the inclusion of compulsory arbitration shall be subject to the following safeguards and conditions.

- A. The Union shall within thirty (30) calendar days following receipt of the County's written decision at Step 3, give notice in writing to the County Personnel Director and Sheriff of the Union's intention to pursue arbitration, or the matter will be untimely.
- B. The Union shall have the option to select arbitration through the Michigan Employment Relations Commission or the American Arbitration Association, Federal Mediation and Conciliation Service or as otherwise mutually agreed by the parties.
- C. 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.
- D. 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 Step 1 (A) of this article, after due investigation, to make a decision in cases of alleged violations, misinterpretations, or misapplication of a specified article and section of this Agreement.
- E. The arbitrator shall have no power to add to, subtract from disregard, alter, or modify any of the terms of this Agreement, nor shall the arbitrator be empowered to award damages or establish salary schedules or classifications except as provided in Article 17 - Career Change and Advancement, Section 17.8.
- F. The arbitrator, in rendering a decision, shall give full recognition to the whole of the Agreement as it relates to responsibilities, powers, authority, and rights vested with the County and Sheriff, except as specifically limited by express provisions of this Agreement.

- G. The arbitrator's decision shall be submitted in writing and shall set forth the findings and conclusions with respect to the issue(s) submitted to arbitration, and such decision shall be final and binding on all parties.

ARTICLE 9 SENIORITY

9.1: New full time employees hired in the Unit or full time employees who obtain MLEOTC Certification while in a law enforcement classification shall be required to serve an orientation period of nine (9) calendar months from the actual date of assuming the position or obtaining certification, whichever is greater. All part time employees shall be required to satisfactorily complete an eighteen (18) month orientation period. After completion of the orientation period, the full time employee shall be added on the applicable seniority list of the unit and seniority shall start as defined herein. Unsatisfactory performance during the orientation period shall result in the termination of employment.

- A. County Seniority - The most recent date of full time continuous employment with St. Clair County.
- B. Department Seniority - The most recent date of full time continuous employment with the St. Clair County Sheriffs Department. Department shall mean St. Clair County Sheriff Department when referenced anywhere within this Agreement.
- C. Classification Seniority - The most recent date of full time continuous employment within the classification.
- D. Law Enforcement Seniority - the most recent date of full time continuous employment as a Certified Law Enforcement Officer Classification with the St. Clair County Sheriff's Department.

9.2: The County seniority list on the date of this Agreement will show the names and classifications of all employees of the Unit entitled to seniority. The list shall include the date of hire of a part time employee.

9.3: The County shall provide the union with the County seniority list for the bargaining unit in reasonable time and manner when requested by a union officer.

ARTICLE 10 LOSS OF SENIORITY

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

- A. Is discharged and the discharge is not reversed.
- B. The employee is absent for two (2) consecutive working days without notification to the ranking duty officer(s) during the two (2) day period. Exceptions may be made by the Sheriff or designee on proof of good cause that failure to report was beyond the employee's control. After such absence, written notification shall be sent to the employee at their last known address that they have lost all seniority rights. 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.
- C. The employee does not return to work when recalled from layoff, as set forth in the recall procedure.
- D. Retirement.
- E. The employee resigns.

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 Union of the discharge or discipline. The employee shall be entitled to have a local designated representative of their own choice present when discipline is administered provided it is reasonable to do so, but shall not unduly disrupt or delay the administration of discipline. The employee shall have the opportunity to sign all disciplinary actions taken against them and shall be entitled to a copy of same, and a copy of a complaint giving rise to a disciplinary action prior to such action becoming part of the Employer's records. 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 Union during this review.

11.3: In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than three (3) years previously unless such prior infraction involves an intentional falsification of an employment application which has not been formerly disclosed in writing to the Employer.

ARTICLE 12
LAYOFF AND RECALL

12.1: The word "layoff" means a reduction in the work force, due to a decrease of work, or budget limitation as determined by the County.

12.2: In the event a layoff becomes necessary, the following procedure based on departmental seniority shall be followed:

- A. Temporary employees in the classification affected shall have their employment terminated in so far as they are not bargaining unit members and subject to recall.
- B. Part time employees in the classification affected shall be laid off first.
- C. Full time employees on orientation in the classification affected shall be laid off next.
- D. Full time employees who have satisfactorily completed orientation in the classification affected shall be laid off next.
- E. Should layoffs become necessary, employees in the same classification may volunteer. The most senior employee in the classification shall be granted the layoff, and shall be subject to all the provisions of this Agreement including duration as determined by the Sheriff.
- F. The Sheriff shall not be required to follow the preceding procedure when the layoff is due to the return to work of a full time employee from a workers compensation, disability or extended sick leave. In this event, the Sheriff shall layoff the least senior full time employee in the classification affected by the return to work of the employee from leave, provided the returning employee has more seniority than the least senior person in the classification. The displaced employee shall have all rights provided by the article.

12.3: An employee on orientation as a result of a promotion or transfer shall displace the least senior employee in their previous classification provided the promoted or transferred employee has greater departmental seniority.

12.4: Employee(s) who previously held a subordinate classification shall be entitled to revert to that classification and displace the least senior employee in that classification provided the first employee(s) have greater departmental seniority than the second employee(s). Displaced employee(s) shall have the same right to displace employee(s) in previously held classifications but must meet the same departmental seniority qualification. The displacing employee(s) shall be paid at the subordinate classification salary step which most closely approximates the displacing employee's former salary.

12.5: An employee who has not held a subordinate or lower paying classification shall be eligible to exercise displacement rights provided:

- A. The displacing employee possesses all the qualifications of education, training skills and ability to perform the tasks in accordance with the job description. In the event the subordinate position requires certification or specialized classroom training the Employer shall make such training available to the employee at the Employer's cost. The employee must satisfactorily complete a six (6) month trial period or be laid off.
- B. The trial period shall commence upon assuming the position provided training is provided while on the job. When the position requires formal classroom training or certification, the trial period shall begin upon satisfactory completion of the classroom training or certification.
- C. The displacing employee may only displace an employee with less departmental seniority.
- D. The displacing employee shall be paid at the subordinate classification salary step which most closely approximates the displacing employee's former salary.

12.6: In no event shall an employee be eligible to displace an employee in a higher paying classification.

12.7: Employee(s) who elect not to accept a subordinate classification to which their classification or departmental seniority entitles them shall be laid off. Said employee(s) shall be subject to recall to the position held at the time of layoff. Said employee(s) may not elect to return to a subordinate classification unless recalled by the Employer.

12.8: Employees to be laid off shall have at least fourteen (14) calendar days notice of layoff. The local Union secretary shall be entitled to a list of the employees being laid off. The employee laid-off without fourteen (14) calendar days notice shall receive a regular days compensation for each regularly scheduled work day short of fourteen (14) days.

12.9: Employees who have been laid off shall have recall rights for a minimum of two (2) years but not greater than the period of their departmental seniority, if more than two (2) years. If not recalled within this period of time, the laid off employee's employment shall be considered terminated.

12.10: Recall from a layoff shall be according to the following procedure:

- A. The employee(s) with the most classification seniority in the classification shall be recalled first.

- B. The recalled employee, unless otherwise provided herein, shall be compensated at the step in the salary rate at the time of their layoff.
- C. A laid off employee accrues no seniority while on a layoff and shall have all their seniority dates adjusted to reflect the period of layoff.
- D. Notice of layoff shall be sent to the employee's last known address by registered mail. The notice shall provide the employee with no less than ten (10) calendar days notice to return from the date of proof of delivery or non-delivery to report to work. Proof of non-delivery or failure to report to work shall be considered a quit of the laid off employee.
- E. An employee may be denied recall if their moral conduct and standards or ability to perform the work does not meet that required of a law enforcement professional.

ARTICLE 13
POLICE OFFICERS' BILL OF RIGHTS

13.1: It is recognized that the citizens' complaints against police officers must be investigated in order to preserve the integrity of the profession. This investigation shall be carried out in an expeditious and professional manner. Further, the constitutional rights of those individuals involved shall be preserved.

13.2: Whenever a member of the bargaining unit is subject to examination or questioning by a commanding officer and/or the appropriate bureau or unit for any reason which could lead to disciplinary action, transfer or charges, such investigation or questioning shall be conducted under the following conditions:

13.3: Members under examination or questioning shall be informed of the specific nature of the examination or questioning and will be allowed time to discuss same with a union representative if there is reason to believe that disciplinary action or criminal charges may result. Any member required to make a written statement relative to an examination or questioning shall have twenty-four (24) hours to do so.

13.4: Questioning sessions shall be for reasonable periods and shall be timed to allow for personal necessities and rest periods as are reasonably necessary.

13.5: The member under questioning shall not be subject to abusive language. No promise of reward shall be made as an inducement to answering any questions, nor shall their name, home address, or photographs be given to the press or news media without their express consent.

13.6: If a tape recording is made of the questioning the member shall have access to the tape if any further proceedings are contemplated.

13.7: If the member about to be questioned is under arrest, or likely to be placed under arrest as a result of the questioning, they shall be completely informed of all their constitutional rights prior to the commencement of any questioning.

13.8: No member of the bargaining unit shall be required to subject themselves to a polygraph examination. A member shall not be subject to disciplinary action for refusal to submit to a polygraph examination.

13.9: No member of this bargaining unit shall be subjected to disciplinary action for appearing before a state or Federal Grand Jury at which they presented testimony under oath and has been sworn to secrecy.

13.10: No member of this bargaining unit will be subject to disciplinary action for taking part in political activity when not on duty and out of uniform (except where prohibited by Federal and state laws if such activity adversely reflects on the department).

ARTICLE 14 EMPLOYEE RECORDS REVIEW

14.1: In accordance with all applicable statutes an employee shall have the right to review the content of their employee record file. The Employer shall provide a location reasonably near the employee's place of employment and during normal working hours.

14.2: The employee may inquire into disciplinary actions taken against the employee provided in the Employer's 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.

14.3: 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.

14.4: In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than three (3) years previously unless such prior infraction involves an intentional falsification of their employment application which has not been formerly disclosed in writing to the Employer. The Employer shall not transmit, or otherwise make available to a third party, disciplinary reports, letters of reprimand, or other records of disciplinary action which are more than four (4) years old, except when ordered to do so in a legal action or arbitration.

ARTICLE 15
EQUIPMENT CARE AND USAGE

15.1: Proper maintenance, care and usage of all equipment is essential to the well-being and safety of the employee assigned to use the equipment and consequently to the community. Therefore, the following is provided:

- A. An inspection of all equipment including vehicles shall be made by the employees prior to commencement of their tour of duty.
- B. In the event of an emergency prohibiting such an inspection, the employee(s) shall notify the shift commander during that shift of the inopportunity for inspection and shall receive instructions for same. The employee(s) shall not be subject to disciplinary action when an emergency prohibits inspection.
- C. The Employer shall supply inspection checkoff forms to be used in the inspection of all equipment including vehicles.

15.2: The Employer shall, at its own expense, maintain and replace equipment and vehicles affected by normal use and age.

15.3: Equipment assigned to an employee which is lost, damaged or stolen through negligence may be cause for disciplinary action to the employee(s) who were responsible for the equipment.

15.4: The employee(s) shall report any mechanical deficiency in a vehicle or impropriety of equipment which may arise during the shift prior to the conclusion of the shift.

15.5: Employee(s) who are ordered to operate vehicles which are mechanically deficient and/or improperly equipped shall not be held liable for any accident or incident which may arise from this deficiency or impropriety if such conditions are reported to the shift commander in the inspection checkoff form.

ARTICLE 16
MAINTENANCE OF PROFESSIONAL STANDARDS

16.1: When training, retraining, or education is ordered by the Employer, the employee shall be compensated as follows:

- A. When the employee is scheduled on a day off the employee shall receive compensation at the rate of time and one-half (1 1/2) for time actually spent in training including breaks and meal(s).

- B. When the employee is scheduled to work a shift adjacent to a shift in which the instruction occurs, such instruction time shall be at one and one-half (1 1/2) times the hourly rate, as prescribed in the preceding Section A.
- C. When a part time employee is scheduled on a day off, the employee shall receive straight time compensation for the time actually spent in training including breaks and meal(s). In the event training exceeds eight (8) hours of work and/or training in a day or forty (40) hour work and/or training in a calendar week, the employee shall be subject to time and one half (1 1/2).

16.2: The cost of such specialized training, retraining or education when ordered by the Employer shall be at the expense of the Employer.

16.3: When the Employer orders training, retraining, or education, the Employer shall reimburse the employee(s) for travel expenses if the employee utilized a personal vehicle in advance of such training, retraining or education. Proof for out-of-pocket expenses shall be required by the County in order to provide reimbursement.

ARTICLE 17 CAREER CHANGE AND ADVANCEMENT

17.1: A career advancement or promotion shall mean a change in classification resulting in an increase in responsibility or increase in wages.

17.2: A career change or transfer shall mean a change in classification resulting in no increase in responsibility or wages. The application of this definition shall in no way prohibit the right of the Sheriff to make work assignments within the employee's classification or to inhibit or restrict the right of temporary transfer as provided in 17.13.

17.3: Notice of vacancies which would constitute a transfer, advancement or promotion for any member of the bargaining unit minimally qualified to perform the job shall be posted internally in a prominent location within the Sheriff's Department for a period of no less than ten (10) consecutive days. An employee shall apply in writing during those ten (10) days, to be considered for the position. The vacancy shall be filled within 180 days of the posting provided the process is undisputed by any bargaining unit member.

17.4: Members of the bargaining unit who compete for a transfer or promotion shall be required to take a written examination. All candidates shall be required to fulfill the same requirements and/or conditions. An appointment from the top total score shall be made utilizing the following method of accreditation:

- 65% written examination
- 20% oral interview
- 15% department seniority

- A. A passing score shall mean correctly answering seventy percent (70%) or more of the questions comprising the written examination. Only those candidates who have passed the test shall be eligible to compete further for the position(s).
- B. The Sheriff shall have exclusive authority to conduct and determine the composition of the oral interview. Provided however, the Sheriff shall comply with state and Federal regulations which may apply in determining questions and scoring of the oral interviews.
- C. The 15% departmental seniority will be credited the employee at the rate of one percent (1%) for each year of departmental seniority to a maximum of 15%.

17.5: The Sheriff shall have exclusive authority to change the status of a part time employee to full time within the Corrections Officer classification.

17.6: Prior to changing the status of a part time Corrections Officer to full time Corrections Officer, the Sheriff shall post a notice that a full time position is available. A Deputy or Detective with an interest in the full time position shall in writing notify the Sheriff. The Sheriff shall provide a competitive job posting notice if an interest is demonstrated by Deputy or Detective. In the event only one (1) Deputy or Detective is interested in the position, the Sheriff may appoint the officer to the full time Corrections Officer position.

17.7: The Employer shall not be prohibited from external recruitment of Deputies, Communication Officers, Correction Officers, Transfer Officers, and all Clerical-Maintenance classifications. All externally and internally recruited candidates shall be required to compete on the same basis. The remaining classifications may only be recruited when there are no internal candidates who have applied. The Sheriff shall have sole discretion to appoint employees to part time positions. Part time employees shall be required to possess the same qualification of a full time employee in the same classification.

17.8: The Employer shall notify the Union in writing by certified mail of its intent to create or implement a new classification of employee in the bargaining unit. The notification shall state the duties, hours and wages as well as the qualifications for the position. The Union shall have ten (10) days in which to request negotiations for the purpose of establishing the rate of pay for the classification. The Employer shall not fill the position prior to thirty (30) calendar days from issuing the written notice to the Union of a new classification. All annual wages finally established shall be retroactive to the date of appointment to the position. In the event the matter is not resolved within the thirty (30) day period, the matter shall then be a proper subject for binding fact finding.

17.9: Candidates for Detective, Youth Service Detective and Sergeant must have five (5) years of MLEOTC Certification with the St. Clair County Sheriff Department. Candidates for Corrections Corporal must have five (5) years of service with the St. Clair County

Sheriff Department as a Correction Officer. However, in the event fewer than three (3) qualified candidates apply for a Corrections Corporal vacancy, candidates with at least three (3) years of full time service shall be entitled to compete for the position. Full time Communications Officers and full time Corrections Officers who wish to test for Deputy positions must be minimally qualified. Minimally qualified shall mean that prior to the career change or promotion test the Corrections Officer or Communications Officer has passed the two (2) part MLEOTC pre-academy entry test and possesses the required certification card from the Michigan Law Enforcement Officers Training Council and have completed three (3) years of full time service with the Sheriff's Department. Be it provided however that the Sheriff shall be required to send no more than one (1) qualified bargaining unit member to the academy during the effective period of the promotion list.

17.10 An employee promoted or transferred to a full time position shall be subject to a nine (9) month orientation period. An employee promoted or transferred to a part time position shall be subject to an eighteen (18) month orientation period. An employee whose performance is unsatisfactory during the orientation period shall be returned to their former classification. An employee shall be returned to their former classification if their request is made during the orientation period.

17.11: Promotion list (points for exam results, oral interview and seniority) shall be maintained for one (1) year from the date of promotion. In the event of any vacancy in the classification, the Sheriff shall appoint the candidate with the highest point total.

17.12: A part time employee who becomes full time shall be entitled to seniority from the date of full time hire.

17.13: Promoted bargaining unit members who transfer back to a rank or classification within the bargaining unit will retain their departmental seniority with the following limitations.

A. If transfer is within one (1) year of the date of being promoted, the promoted member shall revert to the rank and/or classification held immediately prior to being promoted.

B. If transfer is due to a departmental wide layoff resulting in the reduction of the number of employees, the promoted former member consistent with Article 12 - Layoff and Recall, may revert to the rank and/or classification held immediately prior to being promoted.

C. Promoted former members who transfer into the bargaining unit for any other reason shall be limited to the classification and compensation of certified Deputy or certified Correction Officer for those who previously held the position.

17.14: Temporary assignments may be made for periods not to exceed one year or leave of absence, unless otherwise mutually agreed by the parties. Employees who are

temporarily assigned shall receive the rate for their regular classification or the classification of transfer, whichever is higher.

17.15: Records of disciplinary action of more than three (3) years shall not be considered for promotional purposes.

ARTICLE 18 WORKING HOURS

18.1: The work schedule of full time employees shall be posted no less than two (2) weeks in advance of the commencement of the first day of the schedule. The schedule of part time employees shall be posted no less than one (1) week in advance.

18.2: The Sheriff shall determine the starting time of all shifts. A full time employee's shift shall constitute eight (8) consecutive hours, excluding overtime unless otherwise mutually agreed. A part time employee may be scheduled for a shift for eight (8) or fewer hours in a day but fewer than forty (40) hours in a calendar week.

18.3: The full time employee schedule shall be for a seven (7) week period providing for the approximation of an average of two hundred and eighty (280) hours of work among full time employees. An employee may be scheduled for as many as seven (7) consecutive days and shall not be eligible for overtime based on the consecutive nature of the days. The part time employee schedule shall be for a period of three (3) calendar weeks as a minimum.

18.4: Prior to effecting a full time employee schedule change the employee shall be consulted in an effort to provide a mutually satisfactory change. Be it provided, however, schedule changes shall be based upon classification seniority. The employee with the least classification seniority who could be affected by a schedule change shall be required to work the shift provided that a qualified employee does not volunteer for the shift change.

18.5: The lunch period shall consist of thirty (30) minutes, to be scheduled by the Employer. Personnel assigned to the Sheriff's Department building shall not leave the building for the lunch period unless permitted by the Employer. Employees shall return to work from the lunch period when ordered by the Employer. If emergencies arise or other arrangements cannot be made, employees shall return to work from the lunch period when ordered by the Employer.

18.6: Employees regularly scheduled to work eight (8) hour shifts, shall have a minimum of twelve (12) hours off between regularly scheduled shifts, unless mutually agreed, or the Employer shall pay overtime for the period less than twelve (12) hours.

18.7: Shift trades mutually agreed upon by employees must have approval of the Employer or such trade shall not be effected. The Employer shall not unreasonably withhold such approval.

18.8: Part time employees should not be regularly scheduled for more than thirty-nine (39) hours per week. Exceptions can be made if in accordance with this Agreement. The part time employee is entitled to overtime if scheduled to work more than eight (8) hours in a day although less than forty (40) hours in a week.

ARTICLE 19 SHIFT SELECTION

19.1: The Sheriff shall endeavor to grant shifts among full time Deputy, Corrections Officer, Communications Officer and Service Bureau Agents.

19.2: A premium of thirty cents (.30) per hour additional shall be paid to those employees with starting times occurring on or after 2:00 PM but not on or after 10:00 PM, herein referred to as the afternoon shift.

19.3: A premium of forty cents (.40) per hour additional shall be paid to those employees with starting times occurring on or after 10:00 PM but not on or after 6:00 AM herein referred to as the night shift.

19.4: The Sheriff shall determine the number of employee(s) in each classification on each shift and the days of work for the calendar year. The Sheriff shall allow the employee(s) to select both shift and days of work for the calendar year at the same time the employee(s) select(s) vacation for the calendar year. The Sheriff shall endeavor to accommodate selection of shift starts by classification seniority consistent with meeting the operating needs of the department. An employee who is unable or fails to make an annual shift selection as provided herein and is later returned to a position which requires annual shift selection shall be placed at the sole discretion of the Sheriff until the next annual shift selection.

19.5: The Sheriff shall have the right to establish a swing shift with as many of twenty percent (20%) of the employees in a classification who may be so assigned.

19.6: Shift selection shall be in classification seniority order from the greatest to the least seniority.

19.7: The Sheriff may determine the shift of an employee for the purpose of training, retraining or to provide a more structured working environment provided such determination shall not be disciplinary in nature.

19.8: Shift selection shall not be construed to mean selection or work assignment regardless of seniority or any factor or provision of this Collective Bargaining Agreement.

19.9: A position which is funded, in part or in whole by a local millage, state or federal grant or a contract with another political subdivision shall not be subject to this article but shall be scheduled at the discretion of the Sheriff.

ARTICLE 20 OVERTIME

20.1: Overtime shall be paid at a rate of one and one-half (1 1/2) times for all hours worked beyond the regularly scheduled shift, provided the shift is at least eight (8) hours long. Overtime shall be paid at a rate of one and one-half (1 1/2) times for hours worked beyond forty (40) hours in a week based on an average forty (40) hours a week on a seven week schedule. Be it provided that overtime does not compound by the definition of hours in a day or a week.

20.2: Overtime hours shall be divided as equally as possible among full time employees in the same classification. Whenever overtime is required, the person with the least number of overtime hours in that classification will be called first and so on down the list in an attempt to equalize the overtime hours. If no one in the classification is available, it may be offered to the next low-houred, qualified employees in other classifications. If the employee was unavailable or did not choose to work, they will be charged the average number of overtime hours of employees working during that period (three hours minimum). Overtime hours will be computed from January 1 through December 31 each year. Court time shall not be recorded as overtime hours in attempting to equalize overtime hours.

20.3: The Employer shall have the right to compel overtime among employees with the least classification seniority qualified for required work within a classification upon meeting the qualifications established in 20.2: of this Article. Be it provided the Sheriff will make a reasonable effort based upon the circumstances to compel an equal number of occurrences in a calendar week excluding the right to compel overtime as described in 20.7: of this Article.

20.4: The Employer shall determine the need for and schedule all overtime.

20.5: A message left on an employee's answering machine shall constitute an attempt to provide overtime and be considered a refusal if left unanswered by the employee.

20.6: Employees called in to work shall be guaranteed a minimum three (3) hours pay at time and one-half (1 1/2), including Court time.

20.7: The Employer shall have the right to hold over or call in early employees in emergency situations. Such hold-over or call-in early shall be as nearly evenly divided into the shift as circumstances permit.

20.8: In the event of overtime the following procedure shall be followed:

- A. Off duty full time employees shall be called first, based upon their departmental seniority and then their hours actually worked in order to equalize hours. A refusal or unavailability shall be subject to 20.2.
- B. If Step 20.8:A does not result in sufficient staffing the hours shall be offered to the employee with the fewest overtime hours on the shift preceding the shift with the available hours.
- C. If Step 20.8:B. does not result in sufficient staffing the hours shall be offered to the employee with the fewest overtime hours on the shift following the shift with the available hours.
- D. If Step 20.8:C does not result in sufficient staffing the least senior employee from the shift preceding the shift with the available hours shall be compelled to work the overtime consistent with 20.2 and 20.3. Prior to compelling overtime the work shall be offered to available part time employees.
- E. In the event employees volunteer to split the hours of a shift, the commanding officer shall have sole authority to approve or disapprove of the split.

20.9: Special Deputies shall not be used to replace regularly scheduled full-time Deputies as a means of avoiding overtime payment.

20.10 An employee required to appear in Court at a time other than when scheduled to work, provided such Court appearance is related to departmental business, shall be eligible for one and one-half (1 1/2) times the prevailing hourly rate of the employee. The employee issued a subpoena is required to contact the Court designated on the subpoena in the manner prescribed by the Sheriff and/or Court relative to the date and time of their Court appearance. An employee may elect to receive overtime or subpoena or deposition fee(s) but only one and not all. The employee shall not be eligible to receive overtime pay if their Court appearance date and/or time is canceled and forty-eight (48) hours advance notice is available to the employee and they fail to contact the Court by the prescribed method. The employee required to make a Court appearance is St. Clair County on a scheduled day off shall report to the duty officer in person prior to and after the Court appearance unless instructed to do otherwise by the Employer.

20.11: The Sheriff shall have the right to schedule part time employees when notice of vacancies due to scheduled absences are known twenty-four (24) hours in advance.

20.12: Part time employees are entitled to overtime pay when either of the conditions described in 20.1 are satisfied.

20.13: The Sheriff may offer overtime to part time employees in order to avoid compelling overtime to full time employees. The sheriff may compel the part time employee to work in order to avoid compelling a full time employee.

20.14: The Sheriff shall first offer overtime work to full time employees before offering the work to a part time employee, unless extenuating circumstances exist.

20.15: The Sheriff shall determine whether to compensate hours worked outside an employee's normal scheduled hours of work with overtime pay or compensatory time. Employees eligible for compensatory time as designated by the Sheriff, shall accrue compensatory time in accordance with the following:

- A. Compensatory time shall not accrue beyond twenty-four (24) hours or it shall be paid.
- B. Compensatory time shall not be taken as time off when it creates an overtime situation to the department.

ARTICLE 21 LEAVE OF ABSENCE

21.1: Leave of absence with or without pay for reasonable periods, not to exceed one (1) year, will be granted without loss of seniority for:

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

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

21.2: 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 article and the policy of the County and the Sheriff Department.

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

- A. Serving in any Union position.
- B. Educational purposes when job related.

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

21.4: Employees who are in some branch of the armed forces, reserves, or National Guard will be paid the difference between their reserve pay and their regular pay with the Employer when they are on full time active duty in the reserve or National Guard, provided proof of service and pay is submitted. The employee shall be entitled to leave for a maximum of two weeks per year or as may be otherwise provided by law. The Sheriff shall endeavor to reschedule an employee's working days to accommodate reserve training that does not exceed two (2) days a month.

21.5: All leaves based upon illness (physical or mental) shall be supported by a statement from the attending physician or psychologist when requested by the Employer. In all cases of illnesses extending beyond seven (7) days, a statement by the attending physician shall be furnished at reasonable intervals as determined by the Employer, evidencing the inability of the employee to return to their duties.

21.6: The Employer may require the employee on leave to submit to an examination by a physician or psychologist chosen by the Employer, provided the charges by the physician are paid by the Employer.

21.7: The County and the Sheriff shall comply with all laws addressing the rights of an employee to obtain a leave of absence for personal or family illness or other conditions as may be set forth by law.

21.8: The requirements of Sections 21.4 and 21.5 may be waived by the Employer, but such waiver shall not form the basis for submitting a grievance when such waiver is not granted, unless it can be shown that such waiver was unreasonably withheld.

ARTICLE 22 INJURY LEAVE WITH PAY

22.1: Any illness or injury to a certified police officer, Communications Officer or Corrections Officer arising out of the performance of their regular duties resulting in temporary disability to the extent that they are unable to resume their duties, they shall be entitled to their regular compensation until sufficiently recovered to perform regular duties for a period of ninety (90) working days or longer at the discretion of the Sheriff. Accumulated sick leave shall not be considered in the computation of leave on account of such duty incurred injuries. Employees shall not be entitled to regular compensation during absence from duty on account of injuries if said injury was sustained while not on duty. Such absence from duty shall be considered as sick leave and shall be governed by the rules pertaining to sick leave.

22.2: An employee receiving Worker's Compensation and regular salary shall not be entitled to receive the total combination of both and be compensated more than their regular compensation. The employee receiving salary shall endorse the Worker's Compensation payment over to the County. The employee who is not receiving regular salary shall retain the Worker's Compensation payment.

22.3: In the event the employee no longer receives full pay, the employee shall be entitled to retain workers compensation. Be it provided that sick days shall be deducted from the employee's accrued sick day reserve at a rate of one-quarter (1/4) sick day each workday of disability or at a rate of one (1) sick day for each four (4) workdays of disability.

22.4: In the event that an employee intends to leave the County for reasons other than for medical care or treatment, the Employer shall have the right to require that the employee see a physician of the Employer's selection to determine if such a trip is medically detrimental. The employee's failure to comply with this provision shall constitute sufficient grounds for denial of further salary subsidy by the Employer as provided in 22.1. This provision shall not subject the employee to discipline provided the employee is not determined medically fit to return to work by the physician.

ARTICLE 23 VETERANS

23.1: The applicable seniority rights of an employee who now or hereafter is a member of the Armed Forces of the United States shall accrue during the period of their military service for reinstatement purposes, subject to the following:

- A. That the returning veteran shall submit their application for reinstatement within one hundred and twenty (120) days of his honorable discharge or hospitalization continuing after discharge.
- B. That the veteran is physically and mentally able to perform a job in the unit covered by the Agreement.
- C. That the moral reputation of the veteran is then reasonably within the standards commonly required for law enforcement officers.

23.2: Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulation, will be granted leaves of absence for a period not to exceed a period equal to their applicable seniority, while in full time attendance in school under applicable federal laws in effect at the time of the honorable discharge of said veteran.

23.3: The mandatory provisions of federal laws and the state of Michigan having to do with the rights of veterans, shall be recognized by the parties, hereto.

ARTICLE 24
UNION BULLETIN BOARD

24.1: The union may use a bulletin board which shall be located in the typing room for the purpose of posting notices of the following activities:

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

ARTICLE 25
PRISONER TRANSFER

25.1: In the event of a scheduled extradition (out of state prisoner transfer) the Sheriff shall assign one (1) Deputy or Detective by seniority on a rotating basis. If a Deputy or Detective declines an opportunity, the Sheriff shall offer the work to the next senior Deputy or Detective on the list.

25.2: In the event of a scheduled inter-state prisoner transfer (within Michigan but outside of St. Clair County) the Sheriff shall assign at least one (1) qualified Corrections Officer.

25.3: In the event of a scheduled local transfer (within St. Clair County) the Sheriff shall assign at least one (1) qualified Corrections Officer.

25.4: A minimum of two (2) qualified officers from the department shall be required to transfer dangerous felons or unstable persons, as determined by the Employer on an inter-state transfer.

ARTICLE 26
RETIREMENT

26.1: 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.

26.2: 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.

26.3: 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.

26.4: A retiring employee, who at the time of retirement is not in a classification subject to arbitration under Public ACT 312, 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 31.25	2.40%

Upon attaining the twentieth (20) year, the multiplier shall be retroactive to the first year. The multiplier maximum accrual shall not exceed seventy-five percent (75%).

26.5: 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.

26.6: An employee disabled in conjunction with and as a result of their employment with the Sheriff Department shall be eligible for disability pension. Be it provided to be eligible for disability pension the employee must have completed ten (10) years of service. The health care premium costs shall be borne by the retirement plan. Disability pension compensation shall be provided at fifty percent (50%) of the normal compensation at the time of disability. Disability pension shall be offset by social security and/or worker's compensation.

26.7: An employee who suffers a non-duty related permanent total disability shall be entitled to a pension provided the employee has at least ten (10) years of service. In the event an employee's death is due to a non-duty related disability, the employees' spouse shall be entitled to a pension if the employee is vested in the plan. Employees who were hired on or before March 25, 1992 shall be eligible for health care, the cost of which shall be borne by the plan. Employees hired after March 25, 1992 shall be ineligible for health care except as may be provided by applicable law such as C.O.B.R.A, or as provided by 26.5.

26.8: An employee in the classification of Corrections Officer, Communications Officer, Deputy or Detective shall be eligible for early retirement with twenty-five (25) or more years of continuous full time employment.

26.9: 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 the 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.

26.10: Effective upon implementation of this agreement, retirement shall be computed on the base salary and applicable supplemental pay but shall not include compensation from;

- A. Overtime pay in excess of one hundred (100) hours in a calendar year or compensatory time payoff.
- B. Sick day accrual payoff upon separation from employment for any reason.

ARTICLE 27 PREMIUM PAY FOR EDUCATIONAL ACHIEVEMENT

27.1: Each full time certified Police Officer and certified full time Corrections Officer hired prior to January 1, 1992 with five (5) years continuous service possessing or acquiring an Associates Degree in Police Science shall be paid an additional one percent (1%) of annual salary at the same time service recognition is to be paid.

27.2: Each full time certified Police Officer and certified full time Corrections Officer hired prior to January 1, 1992 with five (5) years continuous service possessing or acquiring a Bachelors Degree in Police Science shall be paid an additional two percent (2%) of annual salary at the same time service recognition is to be paid.

27.3: The provisions of Sections 27.1 and 27.2 are not intended to be cumulative. In the event an officer possesses both an Associates and a Bachelors Degree, the Officer shall receive premium pay for the Bachelor's degree only.

ARTICLE 28 UNIFORM CLEANING ALLOWANCE

28.1: Full time employees required to wear a uniform will be provided a three hundred dollar (\$300.00) annual cleaning allowance. The uniform shall be provided by the Sheriff.

28.2: Part time employees required to wear a uniform will be provided a one hundred and fifty dollar (\$150.00) annual cleaning allowance. The uniform shall be provided by the Sheriff.

28.3: All uniforms shall become the property of the Sheriff's Department upon the employee's termination regardless of the reason for termination. An employee who fails to return all uniforms shall be required to reimburse the County the uniform cost.

28.4: A certified law enforcement officer not required to wear a uniform shall be entitled to five hundred dollars (\$500.00) annually as clothing/cleaning allowance. The allowance shall be paid in four equal installments of one hundred and twenty-five dollars (\$125.00) in the months of March, June, September and December.

28.5: The Sheriff shall make available, the weapon and leather holster and belt to Corrections Officer(s) when making an inmate transfer.

28.6: A Service Bureau Agent or Inmate Trust/Commissary Clerk hired to a full time position prior to July 1, 1989 shall be eligible for a two hundred dollar (\$200.00) annual clothing allowance paid in equal quarterly installments in March, June, September, and December.

ARTICLE 29 UNIFORM REPLACEMENT

29.1: The Employer shall replace clothing destroyed or damaged in the line of duty to the extent of the remaining value of such destroyed or damaged clothing. Items of clothing are to include corrective lenses and time pieces at item value with a maximum reimbursement of \$200.00 per item.

29.2: Request for replacement or repair shall be made on appropriate departmental forms indicating the item damaged or destroyed, the cause, the original cost of the item, and the replacement or repair cost being requested. The employee will be required to produce the damaged or destroyed item when possible prior to being repaired or replaced.

ARTICLE 30 HEALTH AND DENTAL CARE AND LIFE INSURANCE

30.1: Each full time employee shall be eligible to participate in the PSG or equivalent health care plan offered by the County. The core plan follows:

- 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
- \$5.00 Co Pay - Prescription Drug Rider

Master Medical Option 1
Case Management
Precertification
Emergency Room Rider
VCA-80 Optical Plan

- A. Employees hired on or after July 1, 1985 pay 100% of FC and/or SD riders premium costs by way of payroll deduction.
- B. Employees hired prior to July 1, 1985 but who do not enroll dependents on the FC and/or SD riders until on or after July 1, 1985 shall pay 50% of the rider premium cost and the County shall pay the remaining premium cost by way of payroll deduction.
- C. Employees hired prior to July 1, 1985 and with dependents enrolled prior to July 1, 1985 shall pay none of the premium cost of the FC and/or SD riders which shall be paid 100% by the County. Be it provided, that dependents enrolled on or after July 1, 1985 shall be subject to the provisions of 30.1:B.
- D. A retired employee shall pay the total premium cost of all insurance plans and/or provisions until age fifty (50).

30.2: 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.

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

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

30.5: 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.
- * 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.

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

- \$40,000 Law Enforcement Personnel (Including Communications and Corrections Officers)
- \$25,000 Support Personnel

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.

30.7: In order to acquire and maintain 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 insurance carrier.

30.8: 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. The County will notify new employees of all insurance benefits upon hire and further advise employees of open enrollment periods and procedure to apply for and modify insurance benefits.

ARTICLE 31
EMPLOYEE LIABILITY

31.1: The County shall indemnify each employee against claims of liability which may arise from the course of employment provided the employee has acted lawfully and within the scope of their prescribed duties.

ARTICLE 32
SERVICE RECOGNITION

32.1: The Employer shall recognize years of continuous full time service of those employees hired on or before June 30, 1996 by providing the following percentage of annual salary upon anniversary. Maximum annual salary allowable shall be no greater than \$45,000.

<u>Years of Service</u>	<u>Percentage of Annual Salary</u>
5 - 9	2%
10 - 14	4%
15 - 19	6%
20 - 24	8%
25+	10%

Employees who satisfy the requirements of the above schedule shall be paid a single lump sum payment the first full pay period following their date of full time hire.

32.2: Employees hired by the Sheriff Department on or after July 1, 1996 shall be ineligible for service recognition.

32.3: Continuous employment, for the purposes of this policy, shall not be considered as interrupted when absences arise as vacations, sick leave, or leave of absence authorized by the Sheriff for reasons permitted in this Agreement. An employee on leave, when payment is due, shall be paid the next pay day upon return, if possible, but not later than the second following pay day from return.

32.4: Employees with fifteen (15) or more years of service shall be entitled to a prorated lump sum payment in the event of retirement or death in service.

ARTICLE 33 SICK DAYS AND DISABILITY

33.1: 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. Employees that are scheduled to work twelve (12) hours shifts shall be credited with twelve (12) hours each month. Employees scheduled to work eight (8) hour shifts shall be credited with eight (8) hours each month. Any sick day use other than provided by this Agreement shall be considered a misuse and an abuse.

33.2: Full time regular employees shall be entitled to accrue sick days to a maximum of thirty (30) days. For purposes of payroll due to retirement or termination of employment for any reason, accrued sick days shall be calculated to reflect eight (8) hour days.

33.3: 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 seven (7) calendar days as funeral leave to 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.

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

33.5: 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 ninety (90) calendar days. The employee who fails to provide appropriate medical verification shall not only be denied sick day compensation, but shall be subject to discipline.

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

33.7: An employee shall be eligible for salary continuation when an illness or injury extends beyond twenty-eight (28) consecutive calendar days. Compensation shall commence the twenty-ninth (29th) calendar 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.

33.8: The County shall provide the disabled employee salary continuation from the twenty-ninth (29th) calendar day to the one hundred and eightieth (180th) calendar day from disability. During the period that the employee shall be entitled to continuation of the fringe benefits enjoyed immediately prior to disability. Be it provided that fringe benefits shall be provided consistent with the employee's reduced salary. In other words, all benefits based upon salary shall be computed upon the reduced salary.

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

33.10: 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 County shall require prepayment of all premium costs.
- B. 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.

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

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

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

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

33.15: The employee must promptly notify their supervisor of their absence or be subject to discipline.

33.16: 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 60	50%
61 to 72	60%
73 or more	70%

For purposes of payoff due to retirement or termination of employment for any reason, accrued sick days shall be calculated to reflect eight (8) hour days.

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

- A. The employee shall retain accrued sick days to a maximum of thirty (30) days.
- B. The employee shall be paid off at a rate of fifty percent (50%) of the remaining value of the sick days.

ARTICLE 34 VACATIONS

34.1: Employees shall be entitled to vacation hours according to the following schedule:

<u>Years of Service</u>	<u>Full Time Employees Hours</u>	<u>Part Time Employee Hours</u>
1 - 2	80	30
3 - 4	96	36
5 - 9	120	45
10 - 14	136	51
15 - 19	160	60
20 - 24	176	66
25+	200	75

34.2: The full allocation of hours according to the above schedule shall be credited to the employee upon each anniversary of employment with the department. An employee regularly scheduled to work twelve (12) hour shifts shall be entitled to accrue a maximum of four (4) hours of compensatory time per month as vacation hours.

34.3: An employee shall not be entitled to use more time than has been earned or in advance of time to be credited.

34.4: A full time employee shall not be entitled to carry forward more than eighty (80) hours of vacation credit from the previous year. If the Employer is unable to grant vacation for whatever reason the eighty (80) hours limitation shall not apply. However, the employee shall make a request for a vacation which will both limit the number of hours forwarded to eighty (80) hours and shall not conflict with a more senior employees vacation request. Failure to make such a request shall result in the forfeiture of hours in excess of eighty (80) hours. A part time employee shall not accrue vacation hours from anniversary year to anniversary year. An employee regularly scheduled to work twelve (12) hour shifts shall be entitled to one hundred and twenty (120) hours in each instance provided as eighty (80) in this paragraph.

34.5: Vacation selection among full time employees shall be made before the start of each year on the basis of classification seniority. The member with the most classification seniority will be allowed to choose first, then the next most senior, etc. Members may take any number of vacation days in their selection as long as the total vacation period does not exceed twenty-eight (28) consecutive days.

34.6: The accrued vacation of part time employees shall be paid to the employee on each anniversary of employment.

34.7: The Employer shall allow vacation to fifteen percent (15%) of the active full time employees in a classification. Active employees shall mean physically able to perform normal duties. In no case shall fifteen percent (15%) be less than one (1) employee. Fractions of numbers will be rounded up at the nearest whole number.

34.8: Fifteen percent (15%) of the actively scheduled Deputies may be granted vacation at any time. The Employer shall have exclusive authority to grant additional Deputies vacation time.

34.9: Requests for vacation time not selected before the start of each year on a classification seniority basis shall be granted to members on a "first come, first serve" basis, subject to the preceding 34.7 fifteen percent (15%) rule. An employee who has an immediate need due to an unforeseen circumstance may request vacation time. The employee shall attempt to request vacation time in advance or as circumstances allow. The Employer shall make every reasonable effort to grant the request.

34.10: An employee who terminates employment for any reason shall be entitled to payment of all accrued vacation hours and a proration of the hours to be credited to them on their following anniversary. In the event of death, said vacation hours shall be paid to the employee's beneficiary or estate. The employee shall forfeit eight (8) hours of vacation payoff for each eight (8) hours short of providing two (2) weeks notice of a voluntary quit.

34.11: Part time employees shall be entitled to request vacation at the employee's discretion. Vacation shall be approved or disapproved based upon maintaining the efficient operation of the department and the reasonable accommodation of vacation requests.

ARTICLE 35 HOLIDAYS

35.1: All full time employees are entitled to the holidays determined by the state Supreme Court Administrator's Office.

35.2: Employees required to work a holiday shall be paid at the rate of time and a half (1 1/2) their hourly rate. The employee shall also be credited with a half (1/2) or whole vacation day, whichever may apply.

35.3: Employees not required to work a holiday even though it may fall on a normally scheduled workday shall receive straight time holiday pay.

35.4: Employees on a scheduled day off shall receive vacation time credited to them.

35.5: Employees in classifications not scheduled to work weekends shall celebrate the holiday on the preceding Friday if it falls on a Saturday or on the following Monday if it falls on a Sunday.

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

35.7: Part time employees may be scheduled to work holidays in order to grant full time employees the day off. Part time employees who work a holiday shall be paid at one and one half (1 1/2) times the normal hourly rate.

ARTICLE 36
JURY DUTY

36.1: Employees who are called and/or serve on Jury Duty on a scheduled work day shall be considered as having worked that day, provided that proof of serving jury duty is given, checks from court are turned in and duty was for more than four (4) hours. If an employee serves less than four (4) hours, he shall return to work or report for his regularly scheduled shift.

ARTICLE 37
SALARY

EFFECTIVE July 1, 1996

<u>CLASSIFICATION</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>
Service Bureau Agent	\$21,488	22,362	23,303	24,305	25,362	26,481
Inmate Trust/ Commissary Clerk	\$21,488	22,362	23,303	24,305	25,362	26,481
Custodian	\$21,488	22,362	23,303	24,305	25,362	26,481
Corrections Officer	\$26,765	29,135	31,784	34,061	35,244	36,292
Transfer Officer	\$ 6.33 Hourly					

EFFECTIVE July 1, 1997

<u>CLASSIFICATION</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>
Service Bureau Agent	\$22,025	22,921	23,886	24,912	25,996	27,143
Inmate Trust/ Commissary Clerk	\$22,025	22,921	23,886	24,912	25,996	27,143
Custodian	\$22,025	22,921	23,886	24,912	25,996	27,143
Corrections Officer	\$27,434	29,868	32,579	34,912	36,125	37,199
Transfer Officer	\$ 6.49 Hourly					

EFFECTIVE July 1, 1995

<u>CLASSIFICATION</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>
Service Bureau Agent	\$22,576	23,495	24,483	25,535	26,646	27,821
Inmate Trust/ Commissary Clerk	\$22,576	23,495	24,483	25,535	26,646	27,821
Custodian	\$22,576	23,495	24,483	25,535	26,646	27,821
Corrections Officer	\$28,120	30,610	33,393	35,785	37,028	38,129
Transfer Officer	\$ 6.65 Hourly					

ARTICLE 38
TERM OF AGREEMENT

38.1: This Agreement shall be in effect and become operative on July 1, 1996 and shall continue in operation and effect through June 30, 1999. If either party hereto desires to terminate, modify, or amend this Agreement it shall, at least ninety (90) calendar days prior to June 30, 1999 give notice in writing to the Employer or to the Union 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, 1999 subject to termination or modification, thereafter by either party upon ten (10) calendar days written notice.

38.2: 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 _____, 199_.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

THE COUNTY OF ST. CLAIR

James Tignanelli
Business Agent

Chairperson
Board of Commissioners

ST. CLAIR COUNTY DEPUTY
SHERIFF'S ASSOCIATION

Marilyn Dunn, County Clerk

Timothy O'Boyle, President

Dan Lane, Sheriff

Warren Flynn, Vice President

LETTER OF UNDERSTANDING
REGARDING
ARTICLE 28
UNIFORM CLEANING ALLOWANCE

The County of St. Clair, the St. Clair County Sheriff and the St. Clair County Sheriff Department Employees - POAM hereby establish and agree with regard to uniform cleaning allowance as follows;

1. Inmate Trust/Commissary Clerk, Kim Sullivan-Hines shall be entitled to receive four hundred dollars (\$400.00) annual cleaning allowance paid in equal quarterly installments in March, June, September and December. In the event Kim Sullivan-Hines promotes or transfers to another position with the Sheriff Department, she shall be subject to the cleaning allowance attributable to the new position or ineligible as the case may be. In any event, Kim Sullivan-Hines shall no longer be eligible for an exceptional cleaning allowance as hereby provided.

FOR THE POAM

FOR THE COUNTY

DATE _____

DATE _____

LETTER OF UNDERSTANDING
REGARDING
ARTICLE 26 - RETIREMENT PLAN
MILITARY TIME

The County of St. Clair on behalf of the trustees of the St. Clair County Retirement Plan and the Police Officers Association of Michigan on behalf of the St. Clair County Sheriff Department Employees - POAM, St. Clair County Sheriff Department Corrections Supervisors - COAM and St. Clair County Probate Court Clerical Employees - TPOAM hereby establish and agree as follows:

1. Bargaining unit members employed in a full time regular classification and position subject to any of the aforementioned Collective Bargaining Agreements on or before April 10, 1992 shall be subject to the terms and conditions governing military service time as follows:

Under Act No. 182 of the Public Acts of 1975, "A member who is drafted or enlists, or who was drafted or enlisted in a military service of the United States and who has been on active duty in the military service shall have the military service active duty credited to him upon his payment to the retirement system of an amount equal to the contribution, together with interest at the rate of 3%, from the dates of the military service to the dates of payment. The contribution shall be based on the period of military service claimed and the member's applicable contribution program and annual rate of compensation in effect at the time of payment. Military service shall not be credited a member if he received credit for the service under another provision of the section of this act. Not more than 6 years of service shall be credited to a member for all military service actually served by him.

2. Any bargaining unit member employed in a full time regular classification and position after April 10, 1992 shall be subject to the terms and conditions as follows:

a. The member has at least 10 years of credited service, not including any credited service acquired for intervening military service under the provisions of Section 4.4;

b. The member pays the retirement system 5% of the member's annual, full-time rate of compensation at time of payment multiplied by the period of service being purchased;

c. Armed service credited a member under this paragraph shall not exceed the smaller of 2 years and the difference between 4 years and the intervening armed service credited the member under Section 4.4;

d. Credited service shall not be granted for periods of military service which are or could be used for obtaining or increasing a benefit from another retirement system.

e. The member entered the armed service before June 1, 1980 or entered during a time of war or emergency condition on or after June 1, 1980;

f. The member entered the armed services on or after June 1, 1980 during a time of war or emergency condition.

3. Any bargaining unit member employed in a full time regular classification and position on or before April 10, 1992 shall be required to identify the dates of military service on a form provided by the County. In the event the employee fails to complete and return the form to the County within thirty (30) calendar days, the employee shall be subject to the same provision as an employee hired after April 10, 1992. Be it understood that the completion and submission of the form does not obligate the employee to secure credit for military service.

4. The Police Officers Association of Michigan on behalf of the St. Clair County Sheriff Department Employees - POAM, St. Clair County Sheriff Department Corrections Supervisors - COAM and St. Clair County Probate Court Clerical Employees - TPOAM shall withdraw from further consideration the unfair labor practice charge Case No. C92 D-79. Further, the Police Officers Association of Michigan on behalf of the St. Clair County Sheriff Department Supervisors - COAM and St. Clair County Probate Court Clerical Employees - TPOAM, either individually or collectively shall refrain from any form of grievance, legal charge or claim against the County of St. Clair or the St. Clair County Retirement Plan with regard to employee military service credit.

FOR THE POAM

FOR THE COUNTY

James Tignanelli,
Business Agent

Dan Lane, Sheriff

Timothy O'Boyle, President

Terry E. Pettee, Personnel Director

Warren Flynn, Vice President

DATE _____

DATE _____

LETTER OF UNDERSTANDING
REGARDING
ARTICLE 34 - VACATIONS

The County of St. Clair, the St. Clair County Sheriff and the St. Clair County Sheriff Department Employees - POAM hereby agree to amend Article XXV - Vacations, section 34.9, contingent upon the decision of the arbitrator in the matter of the July 18, 1995 grievance filed by Jane McCormick, as follows:

1. In the event the arbitrator determines that section 34.9 requires the Sheriff to allow fifteen percent (15%) of employees in a classification to be on vacation at any time throughout the calendar year, the section shall be amended as follows, underscoring added to identify amendment;

Requests for vacation time not selected before the start of each year on a classification seniority basis shall be granted to members on a "first come, first served" basis, subject to the preceding 34.7 fifteen percent (15%) rule. An employee who has an immediate need due to an unforeseen circumstance may request vacation time. The employee shall attempt to request vacation time in advance or as circumstances allow. The Employer shall make every reasonable effort to grant the request.

2. In the event the arbitrator determines that section 34.9 does not require the Sheriff to allow fifteen per cent (15%) of employees in a classification to be on vacation at any time throughout the calendar year, the section shall be amended as follows, underscoring added to identify amendment;

Requests for vacation time not selected before the start of each year on a classification seniority basis shall be granted to members on a "first come, first served" basis, but not subject to the preceding 34.7 fifteen percent (15%) rule. An employee who has an immediate need due to an unforeseen circumstance may request vacation time. The employee shall attempt to request vacation time in advance or as circumstances allow. The Employer shall make every reasonable effort to grant the request.

3. In the event the arbitrator fails to define section 34.9 relative to the fifteen percent (15%) rule, the section shall not be amended.

4. Regardless of the outcome of arbitration, or if the issue is not arbitrated the subject of the fifteen percent (15%) rule shall be a mandatory subject of collective PAGE 2

LOU. RE:
ARTICLE 34 - VACATIONS

bargaining in the event either the Union or the County raise the issue in a timely and appropriate manner.

FOR THE POAM

James Tignanelli,
Business Agent

Timothy O'Boyle, President

Warren Flynn, Vice President

DATE _____

FOR THE COUNTY

Dan Lane, Sheriff

Terry E. Pettee, Personnel Director

DATE _____

LETTER OF UNDERSTANDING
REGARDING
ARTICLE 26 - RETIREMENT
PLAN OPTION

The County of St. Clair, the St. Clair County Sheriff and the St. Clair County Sheriff Department Employees - POAM 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 April 15, 1992 hereafter known as the old Retirement Plan.

Adams, Mary Ann
Backstrom, Carol
Buckley, Thomas
Cates, James
Davies, Joel
Fraleigh, Glenda
Gibson, Bonnie
Golden, Edward
Gross, Robert

Harrington, Pam
Hill, Marianne
Howard, Cathy
King, Cynthia
Lavis, Jan
McAuley, Mary
Mitchell, Judy
Muxlow, Bernard
Ross, Karen

Smith, Patricia
Sullivan, Kimberly
Tallmadge, Scott
Titus, Colleen
Weiland, Vicki
Willis, Mary

FOR THE POAM

FOR THE COUNTY

James Tignanelli,
Business Agent

Dan Lane, Sheriff

Timothy O'Boyle, President

Terry E. Pettee, Personnel Director

Warren Flynn, Vice President

DATE _____

DATE _____

LETTER OF UNDERSTANDING
REGARDING
ARTICLE 25
PRISONER TRANSFER

The County of St. Clair, the St. Clair County Sheriff and the St. Clair County Sheriff Department Employees - POAM hereby establish and agree with regard to Prisoner Transfers;

Two qualified full time Corrections Officers will be assigned to primarily conduct prisoner transfers on a rotating seniority basis for a period of eight (8) weeks (one schedule). Beginning with the two most senior full time Corrections Officers who are qualified to conduct transfers. Volunteers will be requested to work days from Monday to Friday for a period of eight (8) weeks with their starting time determined by administration. Those agreeing to have their shifts adjusted for this period will be used primarily for transfers/court etc. and will not be considered when a need for compulsory overtime is required to fill a regular shift. They may, however, volunteer for overtime if it is their turn to be contacted. During this eight (8) week period it will not be necessary to fill one of these slots with overtime should one of the volunteers be on vacation or off sick.

Every schedule, two new volunteers will be selected from the list of those qualified to make transfers, on a seniority basis. By rotating the assignment every schedule we have agreed that this will equalize and provide a fair opportunity for everyone to get a break from the routine of working in the jail.

In order to implement the above procedure, POAM has agreed that the vacancies created by the volunteers may be filled by regularly scheduling part time Corrections Officers as replacements. The intent was not to create additional overtime and that overtime would be used only when part timers were not available to fill the vacancy.

FOR THE POAM

FOR THE COUNTY

James Tignanelli,
Business Agent

Dan Lane, Sheriff

Timothy O'Boyle, President

Terry E. Pettee, Personnel Director

Warren Flynn, Vice President

DATE _____

DATE _____

LETTER OF UNDERSTANDING
REGARDING
TWELVE (12) HOUR SHIFTS

The County of St. Clair, the St. Clair County Sheriff as co-employer and the St. Clair County Sheriff Department Employees POAM hereby agree to establish twelve (12) hour shifts among Corrections Officers in accordance with the following safeguards and conditions.

1. WORKING HOURS

- A. Eight (8) hours off between scheduled shifts. Article 18.6.
- B. With the exception of an unforeseen emergency, the Sheriff will endeavor to limit the number of consecutive hours worked to 16.
- C. Part time Officers shall only be entitled to overtime when working hours exceed 80 in a pay period or they work more than 12 consecutive hours. Currently they receive overtime when working more than eight (8) consecutive hours.
- D. Use of answering machine (Article 20.5).
- E. Hold over and call in early (Article 20.7).

2. VACATIONS

- A. Article 34: Shifts selected in January and vacations shortly afterwards (Article 34.5).
- B. Vacations selected in January will be by platoon (1 per platoon) and can be guaranteed.
- C. Vacations selected after the first of the year may be granted consistent with the operating needs of the Department. Vacations falling in this category are not controlled by the guarantee of one (1) per platoon as used during selection at the beginning of the year.
- D. A weekday slot (must be transfer to prisoners qualified) working 8:30 AM to 4:30 PM is being contemplated by the Sheriff. The position will be filled by seniority selection and will have its own vacation selection to be made as outlined in B. It will not be considered in the by the 1 per platoon criteria.

3. SHIFTS: ARTICLE 19

- A. Platoon shifts are for 12 hours. During a 14 day period each person has 7 days off and work 6 (12 hour) shifts and 1 (8 hour shift) for a total of 80 hours.
- B. The schedule will be for 14 days and allow the employee to be OFF every other weekend. During this 14 day period the employee will be scheduled for one (1) 8 hour shift. Although the employee will be scheduled for this 8 hour shift, the Department may hold that individual over and in such case will pay overtime.
- C. Prisoner visitation shall not be a part of a shift selection.
- D. Officers volunteering for prisoner transfers will be scheduled eight (8) hour shifts.

- E. Two slots for female officers must be included on each platoon.
- F. Officers will be allowed to select the platoon and days off at the beginning of the year.
- G. Vacancies occurring in platoons after the implementation of shift selection, shall be filled at the discretion of the Sheriff.

4. HOURS

The computation of vacation, holidays and sick days shall be maintained on a per hour basis, rather than by days. Shift premium for 12 hour shifts schedule:

- A. A premium of thirty cents (.30) per hour for work between 2:00 PM and 10:00 PM.
- B. A premium of forty cents (.40) per hour for work between 10:00 PM and 6:00 AM.

5. DURATION

The twelve hour shifts shall be implemented on a temporary basis for twelve (12) months, commencing on 23 January 1998 and concluding on 21 January 1999. The parties may mutually agree to terminate twelve hour shifts and return to the traditional eight (8) hour shifts at any time. In order to continue twelve hour shifts, the parties will have written mutual concurrence 45 days prior to the concluding date of 21 January 1999. In the event that there is not written mutual concurrence, the eight (8) hour shift schedule shall be re-established.

FOR THE POAM

FOR THE COUNTY

James Tignanelli,
Business Agent

Dan Lane, Sheriff

Timothy O'Boyle, President

Terry E. Pettee,
Personnel Director

Warren Flynn, Vice President

Date _____

Date _____

RESOLUTION 98-07

RESCINDING RESOLUTION 94-17 AND
ESTABLISHING NEW REIMBURSEMENT POLICIES FOR THE
TRANSPORT OF A DECEASED PERSON'S BODY

WHEREAS, the provisions of Public Act 181 of 1953, as amended, (M.C.L. 52.201, 52.205,(1) and (2) provide for the transport of a deceased person's body when the transport has been ordered by the County Medical Examiner or his/her deputy, while in the performance of his/her duties; and

WHEREAS, Resolution 94-17 previously established Reimbursement policies for the transport of a deceased person's body and it is the desire of the Board of Commissioners to adjust said rates; and

NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners hereby adopts the following reimbursement policies relative to the transport of a deceased person's body:

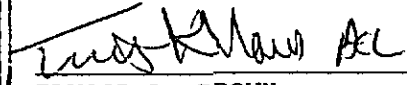
1. The County shall only be responsible for reimbursement of the transport of a deceased person's body when the transport has been ordered by the County Medical Examiner or his/her deputy.
2. The County Medical Examiner or his/her deputy shall authorize the transport of a deceased person's body to a morgue or upon his/her determination, another suitable facility.
3. The County shall reimburse an Emergency Medical Service Agency providing transport, on a basis of each vehicle unit utilized for the transport. An Emergency Medical Service Agency vehicle unit shall be considered capable of transporting two (2) deceased persons bodies.
4. In the event an Emergency Medical Service Agency is dispatched to an incident on a public roadway in St. Clair County requiring transport of a deceased person's body and that E.M.S. unit refuses to transport, no reimbursement will be provided under the provisions of St. Clair County Resolution 94-17.
5. All requests for reimbursement of the transport of a deceased person's body must be submitted to the County's Office of Emergency Management within sixty (60) days of the transport, for review and processing of payment.
6. The reimbursement rates per vehicle unit utilized for the transport of the deceased, shall be:
 - a. Transport Fee for First Body \$75.00
 - b. Transport Fee for Each Subsequent Body. \$50.00
 - c. Mileage - one way \$1.00 per mile


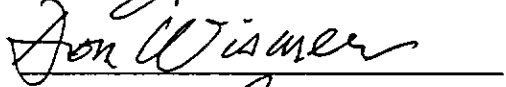

BE IT FURTHER RESOLVED, that these policies shall take effect March 1, 1998.

BE IT FURTHER RESOLVED, that any and all prior resolutions or parts thereof not consistent herewith, including Resolution 94-17, are hereby rescinded.

DATED: February 11, 1998

Reviewed and Approved by:


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

RESOLUTION 98-06

OPPOSING STATE OF MICHIGAN H.B. 5284
AND ENVIRONMENTAL PROTECTION ACT, 1994, P.A. 451, AS AMENDED

WHEREAS, the St. Clair County Solid Waste Management Planning Committee has worked diligently and successfully in maintaining flow control into and out of St. Clair County; and

WHEREAS, because of proper planning St. Clair County is assured of enough landfill capacity to meet the needs of their residents and businesses for the next 20 years; and

WHEREAS, the successful St. Clair County Solid Waste Management Plan was the result of dedicated work of a diverse group of stakeholders in solid waste management systems, including a landfill operator, haulers, townships and the general public, and agreed on by all 32 local units of government; and

WHEREAS, if solid waste management plans become optional, they are no longer authorized documents, and the process of county planning and the plan become meaningless; and

WHEREAS, H.B. 5284 removes the requirement of a county plan and any mechanism for enforcing the plan; and

WHEREAS, H.B. 5284 removes all flow control provisions; and

WHEREAS, St. Clair County feels strongly that current solid waste management system embodied in its current plan will prevent and not the needless siting of additional landfills before they are necessary

NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Commissioners opposes H.B. 5248, and further, we ask Honorable Terry London and the Honorable Karen Willard, go in opposition to this bill.

DATED: February 11, 1998
Reviewed and Approved by:

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

Don Willard
Terry London

MEMO

To: St. Clair County
From: Ted Frantz, Chair / St. Clair County Solid Waste Management Planning Committee
Subject: Opposition to H.B. 5284
Date: February 4, 1998

At the February 2, 1998, meeting of the St. Clair County Solid Waste Management Planning Committee, the Committee went on record on the following basic reasons. The first is that it makes county solid waste planning taking away any authority that they had. The second reason is the requirement that plans contain an enforcement mechanism and control provisions.

The bill is the latest effort on part of the solid waste industry to create a "free market" for solid waste and a total reliance on host community agreements. Previous legislative attempts to accomplish these same points have failed and after considerable discussion, the Solid Waste Management Planning Committee unanimously moved to go on record against this bill asks that the County Board adopt the attached resolution.



RESOLUTION 98-05

URGING LEGISLATURE TO ALLOW THE MOTION FEE AND
TO REFUND THE COST RELATED TO PERSONAL
PROTECTION ORDERS AT THE COUNTY LEVEL

WHEREAS, on August 11, 1997, the Michigan Supreme Court entered Order No. 95-07 that amends Michigan Court Rule 3.201, 3.207 and 8.117 and the addition of subchapter 3.700, Re: Personal Protective Orders, Court Rules and Forms.

WHEREAS, the pleading is now commenced with a petition rather than a motion, therefore, removing the \$20.00 fee; and

WHEREAS, this allows the petitioner to request forms and assistance by the County Clerk's Staff free of charge; and

WHEREAS, it is estimated that this will increase the demand for forms, instruction booklets and assistance by 50%; and

WHEREAS, under the above stated order a \$20.00 motion fee is still allowed when a motion is filed by either party to modify, extend or terminate the order (\$10.00 to the County; \$10.00 to the State); and

WHEREAS, an indigent person who is unable to pay the motion fee may file an Affidavit of Indigency and have the said motion fee suspended; and

WHEREAS, Although Public Act 403 of 1994, being MCL 600.29506 states that these forms will be made available by the State Court Administrative office and the indication that they would be provided by the legislation, has not materialized, leaving the burden on each County. The \$20.00 Motion Fee will allow the County to recover a portion of the said cost of the forms.

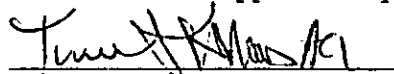
NOW, THEREFORE, BE IT RESOLVED that the St. Clair Board of Commissioners urges the Legislature to amend the PPO Legislation to allow the Filing fee regardless of the Form of the Action, and to refund the cost related to Personal Protection Orders at the County level for each of the 83 counties in Michigan.


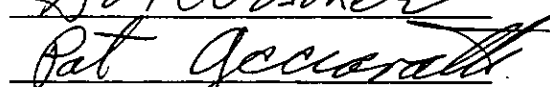
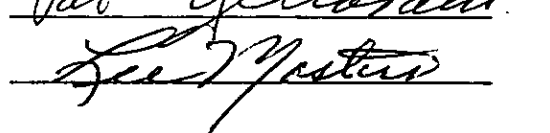
BE IT FURTHER RESOLVED, that if the Legislature sees fit to waive said fee, they also provide counties with replacement funding.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to Representative Terry London, Representative Karen Willard, Senator Dan DeGrow, Michigan Association of Counties and the other eighty two (82) counties in the State of Michigan.

DATED: February 11, 1998

Reviewed and Approved by:


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

AUTHORIZING THE ESTABLISHMENT OF A CAPITAL IMPROVEMENT FUND FOR CAPITAL AND FACILITY NEEDS OF THE 72ND DISTRICT COURT

WHEREAS, the 72nd District Court has identified several capital needs involving courtroom and office technology, equipment and fixtures both present and future that cannot be addressed by general fund budget requests to the Board of Commissioners because of the expense involved; and

WHEREAS, the present court facilities are not adequate to serve plaintiffs, defendants, attorneys, court visitors and personnel and to handle current and projected caseload storage requirements; and

WHEREAS, State law allows courts in coordination with funding agencies to use all or part of certain costs that are collected by the courts for capital expenditures, both building and equipment; and

WHEREAS, the Court would be able to solve capital funding problems and reduce the need for additional staff by making its operations more efficient through the acquisition of improved technology, equipment and fixtures; and

WHEREAS, it is in the interest of the community and the criminal justice system of the County to provide a means to address the needs of the District Court by use of revenue produced by users of the court rather than by use of general tax revenue.

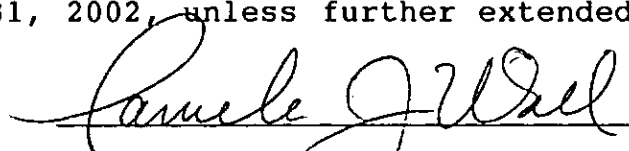
NOW, THEREFORE, BE IT RESOLVED, that:

1. The County Administrator/Controller is hereby authorized to establish a court capital improvement fund for capital and facility needs of the 72nd District Court under the control and direction of the Chief Judge of the District Court and the Administrator of the District Court.

2. A portion of court costs authorized by law to be distributed to the County will be allocated to the fund monthly by a formula to be agreed upon by the County and the 72nd District Court.


3. This fund will be established forthwith and is authorized until December 31, 2002, unless further extended by the County Board.

DATED: March 11, 1998



Reviewed and Approved by:




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



RESOLUTION 98-04

ADOPTING COLLECTIVE BARGAINING AGREEMENT
BETWEEN ST. CLAIR COUNTY
AND
ST. CLAIR COUNTY SHERIFF DEPARTMENT
SUPERVISORS - A.F.S.C.M.E.

WHEREAS, the St. Clair County Sheriff Department Supervisors - A.F.S.C.M.E. is recognized by the Michigan Employment Relations Commission, the St. Clair County Sheriff and the County of St. Clair, as the exclusive representative of certain civilian supervisory employees of the St. Clair County Sheriff; 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, 2000, is hereby approved and adopted.

DATED: February 11, 1998

Reviewed and Approved by:



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



RESOLUTION 98-06

OPPOSING STATE OF MICHIGAN H.B. 5284
AMENDING PART 115, SOLID WASTE MANAGEMENT, OF THE NATURAL RESOURCES
AND ENVIRONMENTAL PROTECTION ACT, 1994, P.A. 451, AS AMENDED

WHEREAS, the St. Clair County Solid Waste Management Planning Committee has worked diligently and successfully in maintaining flow control into and out of St. Clair County; and

WHEREAS, because of proper planning St. Clair County is assured of enough landfill capacity to meet the needs of their residents and businesses for the next 20 years; and

WHEREAS, the successful St. Clair County Solid Waste Management Plan was the result of dedicated work of a diverse group of stakeholders in solid waste management systems, including a landfill operator, haulers, townships and the general public, and agreed on by all 32 local units of government; and

WHEREAS, if solid waste management plans become optional, they are no longer authorized documents, and the process of county planning and the plan become meaningless; and

WHEREAS, H.B. 5284 removes the requirement of a county plan and any mechanism for enforcing the plan; and

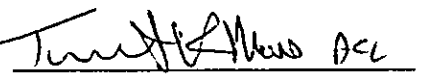
WHEREAS, H.B. 5284 removes all flow control provisions; and




WHEREAS, St. Clair County feels strongly that current solid waste management system embodied in its current plan will prevent and not cause the needless siting of additional landfills before they are necessary.

NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners opposes H.B. 5248, and further, we ask that our representatives to the State Legislature, the Honorable Dan DeGrow, the Honorable Terry London and the Honorable Karen Willard, go on record in opposition to this bill.

DATED: February 11, 1998

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

GORDON RUTTAN, DIRECTOR

MEMO

To: St. Clair County Board of Commissioners
From: Ted Frantz, *Chair*, St. Clair County Solid Waste Management Committee
Subject: Opposition to H.B. 5284
Date: February 4, 1998

At the February 2, 1998, meeting of the St. Clair County Solid Waste Management planning Committee, the Committee went on record opposing H.B. 5284 for two basic reasons. The first is that it makes county solid waste plans an option, thereby taking away any authority that they had. The second reason is that it removes the requirement that plans contain an enforcement mechanism and removes all flow control provisions.

The bill is the latest effort on part of the solid waste industry to create a "free market place" for solid waste and a total reliance on host community agreements. Previous legislative attempts to accomplish these same points have failed and after considerable discussion, the Solid Waste Management Planning Committee unanimously moved to go on record against this bill asks that the County Board adopt the attached resolution.

641\hb5284cb.mem

A Government of Service



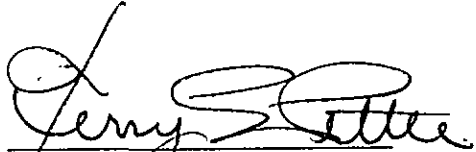
A MEMO FROM THE COUNTY PERSONNEL OFFICE

DATE January 20, 1998



SUBJECT Tentative Agreement
Don Dodge Admin./ Controller
TO _____ DEPARTMENT _____

Enclosed is a draft of the tentative agreement and resolution draft in the event the Board of Commissioners is able to take this matter up at its Wednesday, January 12 meeting.


Terry E. Pettee
Personnel Director

T E N T A T I V E

A G R E E M E N T

BETWEEN

THE ST. CLAIR COUNTY
BOARD OF COMMISSIONERS

AND

THE ST. CLAIR COUNTY
SHERIFF DEPARTMENT SUPERVISORS
LOCAL 1518, COUNCIL 25
AFSCME, AFL-CIO

1997 - 2000

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AGREEMENT

This Agreement made and entered into for the period July 1, 1997 through June 30, 2000 between the Board of Commissioners of the County of St. Clair, state of Michigan, and the Sheriff of St. Clair County hereinafter referred to as the "Employer" and the St. Clair County Sheriff's Department Supervisors Chapter, Local 1518, Council 25 American Federation of State, County and Municipal Employees, hereinafter referred to as the "Union".

In consideration of the premises and the mutual covenants and promises of the parties hereto, it is hereby agreed as follows:

PURPOSE AND INTENT

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

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

ARTICLE 1 RECOGNITION

The Union is hereby recognized as the exclusive representative of all M.E.L.O.T.C. required classification of Sergeants, Lieutenants and Captains of the St. Clair County Sheriff Department for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and working conditions for the term of this Agreement.

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

ARTICLE 2
MANAGEMENT RESPONSIBILITY

The right to hire, promote, discharge or discipline for cause, and to maintain discipline and efficiency of employees is the sole responsibility of the Employer, except that union members shall not be discriminated against as such. In addition, the work schedules, methods and means of departmental operation are solely and exclusively the responsibility of the Employer; subject, however, to the provisions of this Agreement.

ARTICLE 3
CONTRACT SERVICES

SECTION 1

Due to the high cost of maintaining and operating the Sheriff Department, the Sheriff and the County may determine it necessary to provide its services to communities within the County on a contractual basis or to take advantage of available grants and aids. Funding obtained by any of these means shall be defined as a contract service.

SECTION 2

The Sheriff and County shall have exclusive responsibility and authority to determine the need for providing contract services.

SECTION 3

Be it provided, however, the union shall be notified of all contract services within five (5) County business days of the contract. At the union's request, full terms and conditions of the contract will be provided the union. Be it further provided, subsequent renewal and/or modification of any contract for services will be subject to these same notification and disclosure stipulations.

SECTION 4

Participation in a contract service may require the appointment of new or additional employees. The acquisition of employees shall be in accordance with the Career Change and

Advancement provision of this Agreement, unless otherwise mutually agreed. At such time as contract services are no longer to be provided, for any reason, the employee compensated in part or the whole by such funds, shall be subject to layoff. Be it provided, however, that the employee shall exercise seniority displacement rights in accordance with the Layoff and Recall provisions of this Agreement.

ARTICLE 4
UNION SECURITY

SECTION 1

Employees covered by this Agreement at the time it becomes effective, and who are or become members of the union, shall be required as a condition of continued employment, to continue membership or pay a service fee to the union, for the duration of the Agreement.

SECTION 2

Employees covered by this Agreement who are not members of the union at the time it becomes effective shall be required, as a condition of continued employment, to become members of the union or to pay a service fee to the union for the duration of this Agreement on or before the thirtieth (30th) calendar day following such effective date.

SECTION 3

Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become a member of the union or to pay a service fee to the union for the duration of this Agreement on or before the ninetieth (90th) calendar day following the beginning of their employment in the bargaining unit.

SECTION 4

An employee who shall tender through payroll deduction the periodic dues or service fee uniformly required shall be deemed to meet the qualifications of this Article. The amount of dues and/or service fee shall be determined from time to time by the

union as necessary for negotiations, grievance processing and administration of this Agreement.

SECTION 5

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

ARTICLE 5 UNION REPRESENTATION

SECTION 1

Employees covered by this Agreement shall be represented on all matters of application to this Agreement, including the grievance procedure by one (1) steward and/or a chapter chairperson.

SECTION 2

Employees covered by this Agreement shall be represented by a bargaining committee selected by the union, and the Employer agrees to pay no more than one (1) member of the union's bargaining committee their regular pay and benefits during regularly scheduled hours of work. Meetings shall be mutually agreed in advance by the parties, nothing shall prohibit the representatives from meeting during regularly scheduled day shift hours.

SECTION 3

The representatives of the union shall suffer no loss of pay or benefits for representing members of the bargaining unit on all matters of application of this Agreement, including the

presentation of grievances, negotiations of changes and terms and conditions of employment during regularly scheduled hours of work.

SECTION 4

The union shall notify the Personnel Director in writing of names, classifications, and departments of all local representatives of the union. Members of the unit who are not officially identified as union representatives shall not be recognized or permitted to represent the interest of other members of the union to the Employer. Changes in union representation shall be made, in writing, to the Personnel Director in prompt fashion.

ARTICLE 6 GRIEVANCE PROCEDURE

STEP 1

- A. Any employee having a specified grievance alleging a violation of this Agreement, a violation or deviation from an established County or departmental policy or procedure, or a failure of the County or department to comply with a policy, procedure, method, practice or regulation of the County or Department shall, within fifteen (15) working days of the alleged grievance, as defined in step 3.F., take the matter up with the Sheriff or the Sheriff's designated representative, who shall attempt to adjust the grievance with the terms of this Agreement, County or Departmental policy, procedure, method, practice, or regulation. The employee shall be entitled to have a union representative present at this step.

- B. Any employee may request the Sheriff or the designated representative of the Sheriff to call one of the designated local union representatives to handle a specified grievance with the Sheriff or the designated representative of the Sheriff. In this case, the union representative will be notified without undue delay and without further discussion of the grievance. This procedure shall not unduly delay the operations of the Sheriff's department.

- C. If, in the judgment of the union, a grievance affects a group or class of employees, the union shall discuss the grievance with the Sheriff or designated representative. The union shall advise the Sheriff or designated representative that the discussion is the first step of the grievance procedure or the grievance will be considered improper and not subject to advancement through the grievance procedure. The grievance must be discussed within fifteen (15) working days of the occurrence of the facts on which the grievance is based. Be it provided, that the union be required to demonstrate that the matter grieved conforms to the definition of a grievance as defined in Step 1., a., or the grievance shall be determined inappropriate.

STEP 2

- A. Grievances shall be considered settled at Step 1 unless reduced to writing on appropriate forms signed by the aggrieved employee and delivered to the office of the Sheriff within five (5) working days after the meeting or adjourned meeting at Step 1. In this case, a meeting will be arranged within ten (10) working days as defined in step 3.F. with the designated union representatives and the Sheriff or his designated representative for the purpose of attempting to settle the grievance at the department level.

STEP 3

- A. Grievances shall be considered settled at Step 2 unless written notice is delivered to the Personnel Office within seven working days after completion of Step 2 as defined in Step 3.f.
- B. Such notice shall contain a request by the Union that a hearing be held within two weeks of the delivery of said notice for the disposition of said grievance. At such hearing both the union and the Employer may request the presence of any and all parties who have been involved in the grievance up to this step.
- C. At such hearing, the Employer may be represented by one or more representatives and the union may be represented by its local union representative

theretofore designated as Grievance Representatives and such other union representatives it wishes to have present.

- D. The designated negotiating representative of the Employer shall deliver the opinion of the Employer, relative to the grievance to the union, in writing within two working days as defined in step 3.F. following the hearing.
- E. If additional time is deemed necessary to properly investigate matters relative to the grievance at any step outlined above, such additional time may be granted only if mutually agreed upon between the union and the Employer.
- F. It is agreed that Saturday, Sunday, and holidays shall not be counted in computing time limits provided herein, except when such time limits are measured in weeks rather than days.
- G. Grievances shall be considered settled at Step 3 unless written notice is delivered to the Personnel Office within thirty (30) calendar days after the completion of Step 3.
- H. Failure of the Employer to comply within the deadline established at any step shall result in advancement to the next step of the procedure, if determined by the union.

STEP 4

It is mutually agreed by the parties hereto that the inclusion of compulsory arbitration shall be subject to the following safeguards and conditions:

- A. The union shall, within thirty (30) calendar days following the County's decision at Step 3, notify the County of the union's intention to pursue arbitration or the matter will be untimely.
- B. The union shall request arbitration through the American Arbitration Association or as otherwise mutually agreed by the parties.

- C. 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.
- D. 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 Step 1 (a) 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.
- E. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement, nor shall the arbitrator be empowered to award damages or establish salary schedules or classifications except as provided in Career Change and Advancement.
- F. The arbitrator, in rendering a decision, shall give full recognition to the whole of the Agreement as it relates to responsibilities, powers, authority, and rights vested with the County and Sheriff, except as specifically limited by express provisions of this Agreement.
- G. The arbitrator's decision shall be submitted in writing and shall set forth the findings and conclusions with respect to the issue(s) submitted to arbitration, and such decision shall be final and binding on all parties.

ARTICLE 7
DUES AND PAYROLL DEDUCTIONS

SECTION 1

Payment by Check Off:

- A. Employee shall tender monthly membership dues, or if not a member of the union, an equivalent amount, by signing the authorization for check off of dues form.

Check Off Forms

B. During the life of this Agreement and in accordance with the terms of the form of authorization of check off of dues hereinafter set forth, the Employer agrees to deduct such regular monthly dues in an amount levied in accordance with the constitution and by-laws of the union from the pay of each employee who executes or has executed the following authorization for check off of dues form:

I hereby request and authorize you to deduct from my earnings, from my pay the first two pay periods each month, an amount established by the American Federation of State, County, and Municipal Employees, Local 1518 Councils. The amount deducted shall be paid to the designated financial officer of the local union."

BY _____
Print Last Name First Name Middle

TO _____
Employer Department

Date to Start Signed _____
Deduction Address _____

When Deduction Begins

C. Check off deductions under all properly executed authorization for Check Off of dues forms shall become effective at the time the application is signed by the employee and shall be deducted from the first two pays of each month and each month thereafter.

Termination of Check Off

D. Deductions for any calendar month shall be remitted to the designated financial officer of the local union promptly pursuant to such assignments with a list for whom the dues have been deducted.

- E. An employee shall cease to be subject to Check Off Deductions beginning with the month immediately following the month in which they are no longer a member of the bargaining unit. The local union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

ARTICLE 8
SENIORITY

SECTION 1

New employees hired into the unit shall be considered as probationary employees for the first one hundred and eighty (180) calendar days of employment. The Union shall not represent the probationary employee upon release from employment except as when such release is for reason of union activity and not work performance.

SECTION 2

Employees who transfer into or are promoted within the unit from other classifications within the Department shall be considered probationary employees for the first one hundred and twenty (120) calendar days of performance in the new classification. Unsatisfactory performance during the probationary period shall result in transfer back to the former position.

SECTION 3

Seniority within the bargaining unit shall be determined on the following basis and in the order of priority as provided herein:

- a. Date of promotion or employment to the rank, which is classification seniority.
- b. Length of service with the department in their prior rank.
- c. Date of hire into the department.

- d. Relative score on the examination for the rank when factors a, b and c are the same.

SECTION 4

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

SECTION 5

When employees acquire seniority, their names shall be placed on the seniority list.

SECTION 6

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

SECTION 7

The employee's last date of hire into the department shall be used for computation of benefits under this Agreement.

ARTICLE 9 LOSS OF SENIORITY

An employee shall lose seniority for the following reasons only:

- A. Quits. (Provided, however, that the parties hereto recognize the "so-called" Grandfather Clause, respecting employees employed in the department on June 13, 1967, giving to said employees cumulative seniority for the period of their actual employment.)
- 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 that two (2) day period, exceptions may be made by the Employer on proof of good cause that failure to report

was beyond the employee's control. After such absence the Employer shall send written notification to the employee at their last known address that they have been discharged, and that they have lost seniority. The grievance procedure shall be available to the employee provided it is commenced in writing within fifteen (15) days following mailing of notice of discharge as herein provided.

D. The employee does not return to work when recalled from lay-off, as set forth in the procedure.

E. Retirement.

ARTICLE 10

DISCHARGE AND DISCIPLINE

SECTION 1

The Employer agrees promptly upon the discharge or discipline of an employee to notify in writing the local designated representative of the union of the discharge or discipline. The employee shall have the opportunity to sign all disciplinary actions taken against them and shall be entitled to a copy of same, prior to such action becoming part of the Employer's records. 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.

SECTION 2

Should the discharge 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 Union during this review.

SECTION 3

In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than three years previously unless such prior infraction

involves an intentional falsification of an employment application which has not been formerly disclosed in writing to the Employer.

ARTICLE 11
WORKING HOURS

SECTION 1

Work schedules shall be posted no less than two (2) weeks in advance of the commencement of the first day of the schedule.

SECTION 2

The Sheriff shall determine the starting time of all regular shifts. A regular shift shall constitute eight (8) or twelve (12) consecutive hours, excluding overtime, unless otherwise mutually agreed. The Sheriff shall determine the eight (8) or twelve (12) hour shift assignment of an Officer.

SECTION 3

The schedule shall be for a one month period providing for the approximation of an average of one hundred and sixty (160) hours of work among full time employees. An employee may be scheduled for as many as seven (7) consecutive days and shall not be eligible for overtime based on the consecutive nature of the days.

SECTION 4

If employees are called into work outside their regular shift, they shall be compensated at time and one half not less than three hours when either court or other than court related.

SECTION 5

Thirty (30) minutes shall be allotted for lunch to be taken during the tour of duty as opportunity permits. Employees will be on call during such lunch period.

SECTION 6

An employee shall be entitled to select the shift schedule rotation affecting days off. The selection shall be made on an annual basis in February at a time determined by the Sheriff. The Sheriff shall determine the specific work assignment of each bargaining unit member.

ARTICLE 12 LAYOFF

SECTION 1

The word "layoff" means a reduction in the work force due to a decrease of work or budget limitation as determined by the County.

SECTION 2

In the event a layoff becomes necessary, the County shall follow this procedure:

- A. Probationary employees in the affected classifications shall be laid off first.
- B. Employee(s) shall be subject to layoff by classification seniority first and then by departmental seniority. The employee(s) with the least classification seniority shall be laid off first and then by least departmental seniority and then by relative score on the examination.
- C. Employee(s) who previously held a subordinate classification shall be entitled to revert to that classification and displace the least senior employee in that classification provided the first employee(s) have greater departmental seniority than the second employee(s). Displaced employee(s) shall have the same right to displace employee(s) in previously held classifications but must meet the same Departmental seniority qualification. The displacing employee(s) shall be paid at the five (5) year (maximum) step of the subordinate classification.

- D. Employee(s) who have not previously held a subordinate classification within the bargaining unit shall be entitled to displace the least senior employee in an immediately subordinate classification provided the employee has superior Departmental seniority. A displaced employee shall have the right to displace an employee in a subordinate classification. In the event the employee does not have sufficient departmental seniority to displace an immediately subordinate employee, the least senior employee in the next lower subordinate classification may be displaced providing the laid off employee has superior departmental seniority.
- E. In no event shall an employee displace an employee in a higher paying classification.

SECTION 3

Employee(s) who elect not to accept a subordinate classification to which their classification or departmental seniority enables them shall be laid off. Said employee(s) shall be subject to recall to the position held at the time of layoff. Said employee(s) may not elect to return to a subordinate classification unless recalled by the Employer.

SECTION 4

Employees to be laid off shall have at least fourteen (14) calendar days notice of layoff. The local union secretary shall be entitled to a list of the employees being laid off.

SECTION 5

Employees who have been laid off shall have recall rights for a minimum of two (2) years but not greater than the period of their departmental seniority, if more than two (2) years. If not recalled within this period of time, the laid off employee's employment shall be considered terminated.

SECTION 6

Recall from a layoff shall be according to the following procedure:

- A. The employee(s) with the most seniority in the classification shall be recalled first.
- B. The recalled employee, unless otherwise provided herein, shall be compensated at the step in the salary rate at the time of their layoff.
- C. A laid off employee accrues no seniority while on a layoff and shall have their Classification-departmental/County-wide seniority dates adjusted to reflect the period of layoff.
- D. Notice of layoff shall be sent to the employee's last known address by registered mail. The notice shall provide the employee with no less than ten (10) calendar days notice to return from the date of proof of delivery or non-delivery to report to work. Proof of non-delivery or failure to report to work shall be considered a quit of the laid off employee.
- E. An employee may be denied recall if their conduct and standards or ability to perform the work does not meet that required of a law enforcement professional.

ARTICLE 13
POLICE OFFICERS' BILL OF RIGHTS

SECTION 1

It is recognized that the citizen's complaints against police officers must be investigated in order to preserve the integrity of the profession. This investigation shall be carried out in an expeditious and professional manner. Further, that the Constitutional Rights of those individuals involved shall be preserved.

SECTION 2

Whenever a member of the bargaining unit is under investigation, or subject to examination or questioning by a commanding and/or the appropriate bureau or unit for any reason which could lead to disciplinary action, transfer or charges, such investigation or questioning shall be conducted under the following conditions:

- A. Members under investigation shall be informed of the specific nature of the investigation and will be allowed time to discuss same with a union representative if there is reason to believe that disciplinary action or criminal charges may result. Any member required to make a written statement relative to an investigation shall have twenty-four (24) hours to do so.
- B. Questioning sessions shall be for reasonable periods and shall be timed to allow for personal necessities and rest periods as are reasonably necessary.
- C. The member under questioning shall not be subject to abusive language. No promise of reward shall be made or an inducement to answering any questions; nor shall their name, home address, or photographs be given to the press or news media without their express consent.
- D. If a tape recording is made of the questioning the member shall have access to the tape if any further proceedings are contemplated.
- E. If the member about to be questioned is under arrest, or likely to be placed under arrest as a result of the questioning, he shall be completely informed of all his constitutional rights prior to the commencement of the questioning.

SECTION 3

No member of the bargaining unit shall be required to subject himself to a polygraph examination. A member shall not be subject to disciplinary action for refusal to submit to a polygraph examination.

SECTION 4

No member of this bargaining unit shall be subjected to disciplinary action for appearing before a state or federal grand jury at which he presented testimony under oath and has been sworn to secrecy.

SECTION 5

No member of this bargaining unit will be subject to disciplinary action for taking part in political activity when not on duty and out of uniform (except where prohibited by federal or state laws if such activity adversely reflects on the department).

ARTICLE 14 EMPLOYEE RECORDS REVIEW

SECTION 1

In accordance with all applicable statutes, an employee shall have the right to review the content of their employee record file. The Employer shall provide a location reasonably near the employee's place of employment and during normal working hours.

SECTION 2

The employee may inquire into disciplinary action taken against the employee provided in the Employer's 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.

SECTION 3

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

SECTION 4

In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than three years previously unless such prior infraction involves an intentional falsification of their employment application which has not been formerly disclosed in writing to the Employer. The Employer shall not transmit or otherwise make available to a third party disciplinary reports, letters of

reprimand, or other records of disciplinary action which are more than four (4) years old, except when ordered to do so in a legal action or arbitration.

ARTICLE 15
EQUIPMENT CARE AND USAGE

SECTION 1

Proper maintenance, care and usage of all equipment is essential to the well-being and safety of the officer assigned to use the equipment and consequently to the community. Therefore, the following is provided:

- A. An inspection of the vehicle shall be made prior to commencement of the tour of duty by the officer(s) assigned to the vehicle.
- B. In the event of an emergency prohibiting a vehicle inspection, the officer(s) shall notify the shift commander during that shift of the inopportunity for inspection and shall receive instructions for same. The officer(s) shall not be subject to disciplinary action when an emergency prohibits inspection.
- C. The Employer shall supply inspection checkoff forms to be used in the inspection of vehicles.

SECTION 2

The Employer shall, at its own expense, maintain and replace equipment and vehicles affected by normal use and age.

SECTION 3

Equipment assigned to an employee lost, damaged, or stolen through negligence may be cause for disciplinary action to officer(s) who were responsible for the equipment.

SECTION 4

The officer(s) shall report any mechanical deficiency in a vehicle or impropriety of equipment which may arise during the shift prior to the conclusion of the shift.

SECTION 5

Officer(s) who are ordered to operate vehicles which are mechanically deficient and/or improperly equipped shall not be held liable for any accident or incident which may arise from this deficiency or impropriety if such conditions are reported to the shift commander in the inspection check off form.

SECTION 6

Employees not properly trained in use of any of said equipment, shall be held blameless unless, neglect or abuse of said equipment is substantiated and damage was a result of said neglect or abuse by employee.

ARTICLE 16

MAINTENANCE OF PROFESSIONAL STANDARDS

SECTION 1

When training, retraining, or education is ordered by the Employer, the employee shall be compensated as follows:

- A. When the employee is scheduled on a day off, the employee shall receive straight time pay. The employee shall also be granted equal vacation credit provided that the instruction time for four (4) or less hours shall be credited as one-half (1/2) day and that more than four (4) hours shall be credited as one (1) day.
- b. When the employee is scheduled to work a shift adjacent to a shift in which the instruction occurs, such instruction time shall be at one and one-half (1 1/2) times the hourly rate.

SECTION 2

The cost of such specialized training, retraining, or education when ordered by the Employer shall be at the expense of the Employer.

SECTION 3

When the Employer orders training, retraining, or education, the Employer shall reimburse the employee(s) for travel expenses, if the employee utilized a personal vehicle, in advance of such training, retraining, or education. Proof for out-of-pocket expenses shall be required by the County in order to provide reimbursement.

ARTICLE 17
CAREER CHANGE AND ADVANCEMENT

SECTION 1

A career advancement or promotion shall mean a change in classification resulting in an increase in responsibility or increase in wages.

SECTION 2

Notice of vacancies which would constitute an advancement or promotion for any member of the bargaining unit minimally qualified to perform the job shall be posted internally in a prominent location within the Sheriff's Department for a period of no less than ten (10) consecutive days. An employee shall apply in writing during those ten (10) days, to be considered for the position.

SECTION 3

Members of the bargaining unit who compete for a promotion shall be required to take a written examination. All candidates shall be required to fulfill the same requirements and/or conditions. An appointment of the top scoring candidate for the rank of Lieutenant and/or Captain from among one of the top three (3) candidates shall be made utilizing the following method of accreditation:

- 50% written examination
- 30% oral interview
- 10% department seniority
- 10% bargaining unit seniority

- A. A passing score shall mean correctly answering seventy percent (70%) or more of the questions comprising the written examination. Only those candidates who have passed the test shall be eligible to compete further for the position(s).
- B. The oral board shall be comprised of three interviewers selected by the Sheriff
- C. The 10% department seniority will be credited the employee at the rate of one percent (1%) for each year of seniority to a maximum of ten percent (10%).
- D. The 10% bargaining unit seniority will be credited the employee at the rate of one percent (1%) for each year of seniority to a maximum of ten percent (10%).

SECTION 4

The Employer shall notify the union in writing by certified mail of its intent to create or implement a new classification of employee in the bargaining unit. The notification shall state the duties, hours and wages as well as the qualifications for the position. The union shall have ten (10) days in which to request negotiations for the purpose of establishing the rate of pay for the classification. The Employer shall not fill the position prior to thirty (30) days from issuing the written notice to the Union of a new classification. All annual wages finally established shall be retroactive to the date of appointment to the position. In the event the matter is not resolved within the thirty (30) day period, the matter shall then be a proper subject for binding fact finding.

SECTION 5

Employees who transfer back to a rank or classification within the P.O.A.M.-St. Clair County Sheriff Department Employees will retain their departmental seniority with the following limitations:

- a. If transfer is within six (6) months of the date of entering the P.O.A.M. Unit, the employee shall revert to the rank and/or classification held immediately prior to entering the unit.

- b. If transfer is due to a layoff resulting in the reduction of the number of employees, the employee may revert to the rank and/or classification held immediately prior to entering the P.O.A.M. Unit.
- c. Employees who transfer into the P.O.A.M. for any other reason shall be limited to the classification and compensation of Deputy.

SECTION 6

Temporary assignments may be made for periods not to exceed one hundred and eighty (180) calendar days, unless otherwise mutually agreed by the parties. Employees who are transferred shall receive the rate for their regular classification or the classification of transfer, whichever is higher.

SECTION 7

Candidates for Captain and above shall have at least one (1) year of active service in the rank and duties of Lieutenant to be eligible to compete for the position. Candidates for Lieutenant shall have at least one (1) year of active service in the rank and duties of Sergeant to be eligible to compete for the position. In the event no member of the bargaining unit qualifies for promotion, the Employer may recruit externally provided each candidate shall have at least five (5) years of recent law enforcement experience.

In the event the Sheriff determines to increase the number of employees in the rank of Captain, the appointment shall be made from qualified members of the bargaining unit in accordance with the preceding paragraph.

Candidates for the rank of Captain and above shall be employees that are currently M.L.E.O.T.C. certified and with full arrest powers, and are members of this bargaining unit or pay a service fee.

SECTION 8

Records of disciplinary action of more than three (3) years shall not be considered for promotional purposes.

ARTICLE 18
OVERTIME

SECTION 1

Overtime shall be paid at a rate of time and one-half for all hours worked beyond the normally scheduled hours in one shift or any part of a shift not provided as part of the normal schedule. Be it provided that overtime does not compound by this definition of the day and week. As well, overtime shall be paid for court time required when the employee is scheduled off-duty, providing such court time arises out of departmental business.

SECTION 2

Overtime hours shall be divided as equally as possible among employees in the same classification. Whenever overtime is required the person with the least number of overtime hours in that classification will be called first and so on down the list in an attempt to equalize the overtime hours. If no one in the classification is available, it may be offered to the next low-houred, qualified employees in other classifications. If the employee was unavailable or did not choose to work, they will be charged the average number of overtime hours of employees working during that period (three hours minimum). Overtime hours will be computed from January 1 through December 31 each year. Court time shall not be recorded as overtime hours in attempting to equalize overtime hours.

SECTION 3

The Employer shall have the right to compel overtime among the least senior employees qualified for required work within a classification upon meeting the qualifications established in Section 2 of this Article. Be it provided the Sheriff will make a reasonable effort based upon the circumstances to compel overtime to a maximum of twelve (12) hours in a calendar week excluding the right to compel overtime as described in Section 6 of this Article. It is understood that due to the necessity to schedule employees around the clock it may be necessary to compel more than twelve (12) hours of overtime in a calendar week.

SECTION 4

The Employer shall determine the need for and schedule all overtime.

SECTION 5

Employees called in to work shall be guaranteed a minimum three (3) hours pay at time and one-half.

SECTION 6

The Employer shall have the right to hold-over or call-in-early employees in emergency situations. Such hold-over or call-in-early shall be as nearly evenly divided into the shift as circumstance permit.

ARTICLE 19
LEAVE OF ABSENCE

SECTION 1

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

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

Such leave may be continued for like cause by consent of the Employer. Be it provided, however, that the period of such leave or continuation thereof shall be consistent with meeting the operating needs of the department in accordance with applicable law.

SECTION 2

An employee may be entitled to a leave of absence under the Family and Medical Leave Act of 1993. Notice to employees of their rights under the ACT and a fact sheet shall be provided the employee in a reasonable method and manner. Leave taken under the ACT will be taken consistent with the ACT, this provision and the policy of the County.

SECTION 3

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

- a. Serving in any union position, and
- b. Educational purposes when job related.

Such leave may be continued for like cause by consent of the Employer. Be it provided, however, that any such leave or continuation thereof shall be consistent with meeting the operating needs of the department in accordance with applicable law.

SECTION 4

Employees who are in some branch of the Armed Forces, Reserves, or National Guard will be paid the difference between their reserve pay and their regular pay with the Employer when they are on full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two weeks per year is the limitation or as may be otherwise provided by law.

SECTION 5

All leaves based upon illness (physical or mental) shall be supported by a statement from the attending physician when requested by the Employer. In all cases of illnesses extending beyond seven (7) days, a statement by the physician shall be furnished at reasonable intervals as determined by the Employer evidencing the inability of the employee to return to their duties.

SECTION 6

The Employer may require the employee on leave to submit to an examination by a physician chosen by the Employer, provided the charges of the physician are paid by the Employer.

SECTION 7

The requirements of Sections 5 and 6 may be waived by the Employer, but such waiver shall not form the basis for submitting a grievance when such waiver is not granted, unless it can be shown that such waiver was not unreasonably withheld.

SECTION 8

Members who may be elected to attend the International Convention, Council Convention, or educational conferences, shall be granted a leave of absence to attend such conferences or conventions. Under no circumstances shall the total amount of leave time for all members for Union activity exceed an accumulated total of fourteen (14) days per year. A maximum of one (1) union member may attend such convention or conference at any one time. Such leave shall be without pay.

ARTICLE 20

INJURY LEAVE WITH PAY

SECTION 1

Any illness or injury to an employee arising out of the performance of their duty resulting in temporary disability to the extent that they are unable to resume their duties, they shall be entitled to their regular compensation until sufficiently recovered to perform regular duties for a period of ninety (90) working days or longer at the discretion of the Sheriff. Accumulated sick leave shall not be considered in the computation of leave on account of such duty incurred injuries. Employees shall not be entitled to regular compensation during absence from duty on account of injuries sustained while not on duty. Such absence from duty shall be considered as sick leave and shall be governed by the rules pertaining to sick leave.

SECTION 2

An employee receiving Worker's Compensation and regular salary shall not be entitled to receive the total combination of both and be compensated more than their regular compensation. The employee receiving salary shall endorse the Worker's Compensation payment over to the County. The employee who is not

receiving regular salary shall retain the Worker's Compensation payment.

SECTION 3

In the event the employee is not granted an extension or continuation of full pay without deduction from sick day accruals, the employee may elect to continue to receive compensation from the County using accrued sick days. Be it provided that sick days shall be deducted from the employee's accrued sick day reserve at a rate of one (1) sick day for each four (4) work days of disability.

ARTICLE 21

VETERANS

The parties hereby agree to comply with all federal and state laws which provide for the rights of members and veterans of the armed forces including Reserves and National Guard.

ARTICLE 22

UNION BULLETIN BOARD

The union may use a bulletin board which shall be located in the supervisor's locker room for the purpose of posting notices of the following activities:

- a. Notices of union recreational and social events,
- b. Notice of union elections,
- c. Notices of results of union elections, and
- d. Notices of union meetings.

ARTICLE 23

PAYMENT OF BACK CLAIMS

If the Employer fails to give an employee work to which it is determined they were entitled, and a written notice of their claim is filed within twenty (20) calendar days of the time the Employer first failed to give them such work, the Employer will reimburse the employee for the earnings they lost through failure to give them such work. In such event, the employee will be required to furnish the Employer with a sworn statement of

earnings, during said period, and such earnings shall act as an offset in such claim for back wages. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at their regular rate with the Employer.

ARTICLE 24
RETIREMENT

SECTION 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.

SECTION 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 on a bi-weekly payroll deduction. The County shall contribute the remaining contribution determined necessary.

SECTION 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.

SECTION 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 31.25	2.40%

Upon attaining the twentieth (20) year, the multiplier shall be retroactive to the first year. The multiplier maximum accrual shall not exceed seventy-five percent (75%).

SECTION 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.

SECTION 6

An employee disabled in conjunction with and as a result of their employment with the Sheriff Department shall be eligible for disability pension. Be it provided to be eligible for disability pension the employee must have completed ten (10) years of service. The health care premium costs shall be borne by the retirement plan. Disability pension compensation shall be provided at fifty percent (50%) of the normal compensation at the time of disability. Disability pension shall be offset by social security and/or worker's compensation.

SECTION 7

An employee who suffers a non-duty related permanent total disability shall be entitled to a pension provided the employee has at least ten (10) years of service. The beneficiary of an employee whose death is due to a non-duty related disability shall be entitled to a pension if vested in the plan. Employees who were hired on or before March 25, 1992 shall be eligible for health care, the cost of which shall be borne by the plan. Employees hired after March 25, 1992 shall be ineligible for health care except as may be provided by applicable law such as C.O.B.R.A.

SECTION 8

An employee shall be eligible for early retirement with twenty-five (25) or more years of continuous full time employment in the Sheriff Department.

SECTION 9

Effective January 21, 1998 retirement shall be computed on the base salary, which includes service recognition and educational premium, and shall not include compensation from;

- A. Overtime pay in excess of one hundred (100) in a calendar year or compensatory time payoff.
- B. Sick day accrual payoff upon separation from employment for any reason.

ARTICLE 25

PREMIUM PAY FOR EDUCATIONAL ACHIEVEMENT

SECTION 1

Each certified police officer hired before January 1, 1995 with five (5) years continuous service having earned an Associates Degree in Police Science shall be paid an additional one percent (1%) of annual salary at the same time service recognition is to be paid.

SECTION 2

Each certified police officer hired before January 1, 1995 with five (5) years continuous service having earned a Bachelor's Degree in Police Science shall be paid an additional two percent (2%) of annual salary at the same time service recognition is to be paid.

SECTION 3

The provisions of Sections 1 and 2 are not intended to be cumulative. In the event an eligible certified police officer possesses both an Associate's and a Bachelor's Degree, the officer shall receive premium pay for the Bachelor's Degree only.

ARTICLE 26
SHIFT PREMIUM

SECTION 1

A premium of thirty cents (.30) per hour additional shall be paid to those employees with starting times occurring on or after 2:00 PM but not on or after 10:00 PM, herein referred to as the afternoon shift.

SECTION 2

A premium of forty cents (.40) per hour additional shall be paid to those employees with starting times occurring on or after 10:00 PM but not on or after 6:00 AM, herein referred to as the night shift.

ARTICLE 27
UNIFORM CLEANING ALLOWANCE

SECTION 1

Full time employees required to wear a uniform will be provided a four hundred dollar (\$400.00) annual cleaning allowance. The uniform shall be provided by the Sheriff. The allowance shall be paid in four equal installments of one hundred dollars (\$100.00) in the months of March, June, September and December.

SECTION 2

All uniforms shall become the property of the Sheriff's Department upon the employee's termination of employment. An employee who fails to return all uniforms shall be required to reimburse the County for the original cost of the uniform.

SECTION 3

Full time employees who are not required to wear a uniform shall be entitled to five hundred dollars (\$500.00) annually as a clothing/cleaning allowance. The allowance shall be paid in four equal installments of one hundred and twenty-five (\$125.00) in the months of March, June, September and December.

SECTION 4

The Sheriff shall provide each employee with a uniform. The Sheriff shall determine what constitutes a uniform and sufficient uniform parts. For the term of this Agreement, unless the Sheriff provides written notice to the contrary, the following parts and equipment are to be provided to all supervisors:

- a. 3 short sleeve uniform shirts with patches
- b. 3 long sleeve uniform shirts with patches
- c. 3 pair uniform slacks
- d. 1 set of collar brass
- e. 2 name tags
- f. 1 whistle chain
- g. 1 black basket weave belt
- h. 3 uniform ties
- i. 1 tie tack
- j. 1 pair black leather, plain toe, tie shoes
(County will pay up to \$75.00)
- k. brass or patches that signify rank
- l. 1 white long sleeve dress shirt with patches
- m. 1 white short sleeve dress shirt with patches
- n. Garrison hat
- o. 1 winter jacket with patches
- p. 1 spring/fall jacket with patches
- q. 1 Garrison belt with 4 keepers (basket weave)
- r. cartridge case
- s. 1 holster (basket weave)
- t. 1 pair of handcuffs
- u. 1 handcuff case (basket weave)
- v. 1 raincoat/rainhat cover
- w. badges/hat

ARTICLE 28

UNIFORM REPLACEMENT

The Employer shall replace clothing destroyed or damaged in the line of duty to the extent of the remaining value of such destroyed or damaged clothing. Items of clothing are to include corrective lenses and time pieces at item value with a maximum reimbursement of \$200.00 per item.

Request for replacement or repair shall be made on appropriate departmental form indicating the item damaged or

destroyed, the cause, the original cost of the item and the replacement or repair cost being requested. The employee will be required to produce the damaged or destroyed item when possible prior to being repaired or replaced.

ARTICLE 29
HEALTH CARE, LIFE, AND DENTAL INSURANCE

SECTION 1

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

Hospital Deductible \$250/Dependent - \$150/Employee
D45NM - TB and Nervous and Mental Expense Benefits
SAT 2 - Substance Abuse Programs
Medicare 2-1 - Medicare Complementary Coverage
FC - Dependent Eligibility (Family Continuation)
SD - Sponsored Dependent
COB - Coordination of Benefits
\$5.00 Co-Pay - Prescription Drug Rider
Master Medical Option 1
Predetermination
Casemanagement
Auto Accident Exclusion
FAC - RC - Emergency Room Rider
VCA - 80 - Optical Plan

- A. Employees hired on or after July 1, 1985 pay 100% of FC and/or SD riders premium costs.
- B. Employees hired prior to July 1, 1985 but who do not enroll dependents on the FC and/or SD riders until on or after July 1, 1985 shall pay 50% of the rider premium cost and the County shall pay the remaining premium cost.
- C. Employees hired prior to July 1, 1985 and with dependents enrolled prior to July 1, 1985 shall pay none of the premium cost of the FC and/or SD riders which shall be paid 100% by the County. Be it provided, that dependents enrolled on or after July 1, 1985 shall be subject to the provisions of 29.1:B.

- D. The County shall have authority to select any plan provider, provided such coverage is equivalent or better.
- E. A retired employee shall pay the total premium cost of all insurance plans and/or provisions until age fifty (50).
- F. Employees who are eligible for health plan coverage but who choose not to participate shall be entitled to compensation in lieu of benefits. The compensation will be paid in equal bi-weekly amounts in accordance with the annual amounts following:
 - \$1350 - Family Subscriber
 - \$1100 - 2 Person Subscriber
 - \$ 650 - 1 Person Subscriber

SECTION 2

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 and customary charges.
- Precertification/Case Management
- Annual Cash Rebate (Paid Bi-Weekly)
 - * \$400 - Single Plan
 - * \$675 - Two Person Plan
 - * \$830 - Family Plan

C. Option III

Employees who are eligible for health plan coverage but who choose not to participate shall be entitled to compensation in lieu of benefits. The compensation will be paid in equal bi-weekly amounts in accordance with the annual amounts following:

- * \$1350 - Family Subscriber
- * \$1100 - 2 Person Subscriber
- * \$ 650 - 1 Person Subscriber

SECTION 3

The Employer will provide a group life insurance plan for qualified insurable employees issued by a company of the Employer's choice whereby the life of each employee will be insured for \$40,000.

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 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.

SECTION 4

The County shall provide full time employees with the plan 100/50/50 dental insurance with a carrier of the County's choosing at full cost to the County. Such coverage shall include Class III Orthodontia benefits with a \$1,500.00 life time maximum per individual.

A. Option I

- * \$200 to a flexible reimbursement account.

B. Option II

* \$150 cash rebate.

SECTION 5

In order to acquire and maintain 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 insurance carrier.

SECTION 6

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.

ARTICLE 30
SERVICE RECOGNITION

SECTION 1

The Employer shall recognize years of continuous full time service of employees hired on or before June 30, 1996 by providing service recognition in accordance with the following schedule:

<u>Years of Service</u>	<u>Amount</u>
5 - 9	\$ 900
10 - 14	\$1800
15 - 19	\$2700
20 - 24	\$3600
25+	\$4500

SECTION 2

Employees who satisfy the requirements of the appropriate above schedule shall be paid a single lump sum payment the first full pay period following their anniversary date of full time hire.

SECTION 3

Credit shall be given retroactively for continuous employment years of services by employees existent as of June 13, 1967.

SECTION 4

Continuous employment for the purpose of this policy, shall not be considered as interrupted when absences arise as vacations, sick leave, or leave of absence authorized by the Sheriff for reasons permitted in this Agreement. An employee on leave, when payment is due, shall be paid the next pay day upon return, if they return.

SECTION 5

Payment shall be considered as regular compensation for such things as withholding tax, F.I.C.A., retirement and etc.

SECTION 6

Employees with fifteen (15) or more years of service shall be entitled to a prorated lump sum payment in the event of retirement or death in service.

ARTICLE 31

SICK DAYS AND DISABILITY

SECTION 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. Employees that are scheduled to work twelve (12) hour shifts shall be credited with twelve (12) hours each month. Employees scheduled to work eight (8) hour shifts shall be credited with eight (8) hours each month. Any sick day use other than provided by this Agreement shall be considered a misuse and an abuse.

SECTION 2

Full time regular employees shall be entitled to accrue sick days to a maximum of thirty (30) days. For purposes of payoff

due to retirement or termination of employment for any reason, accrued sick days shall be calculated to reflect eight (8) hour days.

SECTION 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: 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.

SECTION 4

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

SECTION 5

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 may be placed on "proof required status" provided a questionable attendance is in evidence. 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 ninety (90) calendar days. The employee who fails to provide appropriate medical verification shall not only be denied sick day compensation, but shall be subject to discipline.

SECTION 6

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

SECTION 7

An employee shall be eligible for salary continuation when an illness or injury extends beyond twenty-eight (28) consecutive calendar days. Compensation shall commence the twenty-ninth (29th) calendar 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.

SECTION 8

The County shall provide the disabled employee salary continuation from the twenty-ninth (29th) calendar day to the one hundred and eightieth (180th) calendar day from disability. During the period that the employee shall be entitled to continuation of the fringe benefits enjoyed immediately prior to disability. Be it provided that fringe benefits shall be provided consistent with the employee's reduced salary. In other words, all benefits based upon salary shall be computed upon the reduced salary.

SECTION 9

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

SECTION 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 County shall require prepayment of all premium costs.
- B. 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.

SECTION 11

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

SECTION 12

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

SECTION 13

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

SECTION 14

An employee on an approved disability leave using sick days, salary continuation or disability insurance shall be subject to all the provisions of Article 19 - Leave of Absence.

SECTION 15

The employee must promptly notify their supervisor of their absence or be subject to discipline.

SECTION 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 to 60	50%
61 to 72	60%
73 or more	70%

For purposes of payoff due to honorable termination of employment for any reason, accrued sick days shall be calculated to reflect eight (8) hour days.

SECTION 17

Upon retirement or death, each employee or beneficiary shall be entitled to receive compensation for seventy-five percent (75%) of the total number of sick days accrued. For purposes of payoff due to honorable termination of employment for any reason, accrued sick days shall be calculated to reflect eight (8) hour days.

ARTICLE 32 VACATIONS

SECTION 1

All full time employees shall be entitled to vacation according to the following schedule:

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

SECTION 2

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

SECTION 3

An employee shall not be entitled to use more days than have been earned or in advance of days to be credited.

SECTION 4

An employee shall not be entitled to forward more than ten (10) days of vacation credit not including credit gained from holidays. If the Employer is unable to grant vacation for whatever reason the ten (10) day limitation shall not apply.

SECTION 5

The Employer shall make every effort to grant at least two (2) members vacations in any one classification at any given time. If, in the opinion of the Sheriff, emergency situations require changes the number of members vacations may be reduced to one (1) at any given time. If conditions permit, additional employees may be allowed off on vacation at any given period at the discretion of the Sheriff.

SECTION 6

Vacation selection shall be made before the start of each year on the basis of seniority. The member with the most seniority will be allowed to choose first, then the next most senior, and etc. Members may take any number of vacation days in their selection as long as the total vacation period does not exceed twenty-eight (28) consecutive days.

SECTION 7

Request for vacation time not selected before the start of each year on a seniority basis shall be granted to members on a first come first serve basis.

ARTICLE 33
HOLIDAYS

SECTION 1

All full time employees are entitled to the Michigan Supreme Court Holiday Schedule with pay as follows:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday of January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday of September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday of November
Day after Thanksgiving Day	
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

SECTION 2

Employees required to work a holiday shall be paid at the rate of time and a half their hourly rate. The employee shall also be credited with a half or whole vacation, whichever may apply.

SECTION 3

Employees not required to work a holiday, even though it may fall on a normally scheduled work day, shall receive straight time holiday pay.

SECTION 4

Employees on a scheduled day off shall receive vacation time credited to them.

SECTION 5

Employees in classifications not scheduled to work weekends shall celebrate the holiday on the preceding Friday if it falls on a Saturday or on the following Monday if it falls on a Sunday.

SECTION 6

To be eligible for the 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.

ARTICLE 34
WAGES

Effective July 1, 1997

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>
Sergeant	41,511	43,171	44,897	46,639	48,444	50,333
Lieutenant	43,043	44,765	46,554	48,381	50,272	52,255
Captain	44,869	46,663	48,527	50,457	52,445	54,537

Effective July 1, 1998

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>
Sergeant	41,926	43,603	45,349	47,105	48,928	50,836
Lieutenant	43,904	45,660	47,485	49,349	51,277	53,300
Captain	45,766	47,596	49,498	51,466	53,494	55,628

Effective July 1, 1999

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>
Sergeant	42,345	44,039	45,799	47,576	49,418	51,345
Lieutenant	44,343	46,117	47,960	49,842	51,790	53,833
Captain	46,224	48,072	49,993	51,981	54,029	56,184

ARTICLE 35
TERM OF AGREEMENT

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, 2000 give notice in writing to the employer or to the Union, 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 July 1, 2000, subject to termination or modification, thereafter by either party upon ten (10) days written notice.

Should any law now existing or hereafter enacted, or any proclamation, regulation or edict of any state or national agency invalidate any portion of this Agreement, the entire Agreement shall not be invalidated. Should any portion, by such 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 _____.

SHERIFF DEPARTMENT
SUPERVISORS
AFSCME, AFL-CIO

THE COUNTY OF
ST. CLAIR, MICHIGAN

Chairman, Board of Commissioners

County Clerk/Register

Sheriff

Date

Date

RESOLUTION 98-03

ADOPTING NEW DEVELOPMENT REVIEW FEES FOR
THE ST. CLAIR COUNTY DRAIN COMMISSIONER

WHEREAS, the Subdivision Control Act (Michigan Public Act 288 of 1967, now renamed the Land Division Act) requires the County Drain Commissioner to review storm water management facilities in preliminary plats and final plats; and

WHEREAS, the Mobile Home Commission Act (Michigan Public Act 96 of 1987) requires the Drain Commissioner to review outlet drainage of Manufactures Housing Communities; and

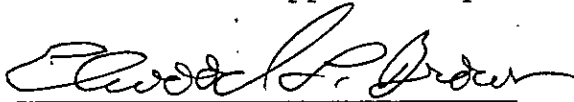
WHEREAS, various local ordinances require the Drain Commissioner to review the drainage of condominiums and other developments.

NOW, THEREFORE, BE IT RESOLVED, that the attached schedule of Development Review Fees, in order to cover the County Drain Commissioner's costs in conducting these reviews, is hereby adopted.

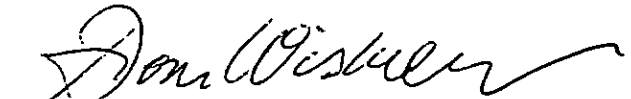
All Resolutions and parts of resolutions in conflict with this Resolution, are to the extent of the conflict, hereby rescinded.

DATED: ~~February 11, 1998~~

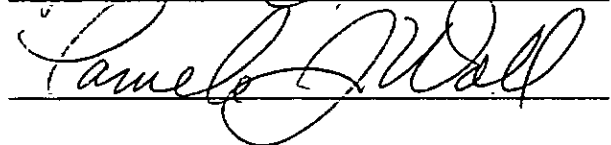
Reviewed and Approved by:



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







Revised 1-2-98

**ST. CLAIR COUNTY
DRAIN COMMISSIONER
DEVELOPMENT REVIEW FEES**

Site Plan Size	Less than <u>5 Acres</u>	5-20 <u>Acres</u>	20-50 <u>Acres</u>	50-100 <u>Acres</u>	Over 100 <u>Acres</u>
Initial Submittal Fee:	\$325.00	\$400.00	\$500.00	\$600.00	\$600.00 + \$3/acre

Resubmittal fee: \$65 per hour. Additional costs for consultants and other expenses necessary in the review or approval will be billed to the applicant at the cost to the Drain Office. If a county drain is involved directly in the development, additional permit and inspection fees may be required for doing work in the drain easement or tapping an outlet into the drain.

RESOLUTION 98-02

RESCINDING RESOLUTION 96-56
AND TRANSFERRING THE CLAYTON A. AND FLORENCE B. LEWIS
MEMORIAL BOOK FUND ENDOWMENT AGREEMENT
TO THE BLUE WATER DISTRICT LIBRARY

WHEREAS, on December 19, 1996, the St. Clair County Board of Commissioners adopted Resolution 96-56, which provided that the Clayton A. and Florence B. Lewis Memorial Book Fund original agreement be accepted and its provisions be adhered to, due to dissolution of Blue Water Library Federation; and

WHEREAS, the St. Clair County Treasurer was named as the depository of these funds and that a trustee be named by the St. Clair County Treasurer to oversee these funds in accordance with the agreement which in fact was the St. Clair County Library; and

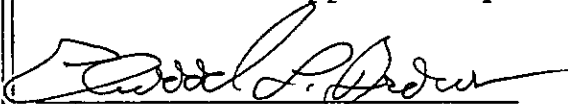
WHEREAS, the Blue Water District Library was reorganized by the Library of Michigan as a legally established District Library pursuant to 1989 P.A. 24, effective June 1, 1997, thus making Resolution 96-56 no longer enforceable; and

WHEREAS, with adoption of this Resolution, the Clayton A. and Florence B. Lewis Memorial Book Fund Endowment Agreement shall be transferred to the Blue Water District Library.

NOW, THEREFORE, BE IT RESOLVED, by the St. Clair County Board of Commissioners that Resolution 98-02 Rescinding Resolution 96-56, and transferring the Clayton A. and Florence B. Lewis Memorial Book Fund Endowment Agreement to the Blue Water District Library, hereby be adopted.

DATED: January 21, 1998

Reviewed and Approved by:

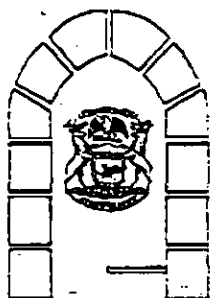


ELWOOD L. BROWN
County Corporation Counsel
301 County Building
Port Huron, MI 48060









Library of Michigan

P.O. Box 30007, 717 West Allegan Street, Lansing, MI 48909
Administration: 517-373-1580. Information: 517-373-5400.

May 30, 1997

Ms. Helen Wheeler
St. Clair County Library
Board of Trustees
210 McMorran Blvd.
Port Huron, MI 48060

Re: Blue Water District Library

Dear Ms. Wheeler:

This is to notify you that the Blue Water District Library is recognized by the Library of Michigan as a legally established district library pursuant to 1989 PA 24.

The District Library Agreement, effective 1 June 1997, and the resolutions are hereby approved as follows:

1. The participating municipalities include the County of St. Clair, the City of Port Huron, the City of Algonac, and the City of Yale.
2. The district library board is a seven-member appointed board.

Congratulations on the establishment of the new district library. If you have any questions regarding district library law, please feel free to contact Ellen J. Richardson, Library Law Specialist, at the Library of Michigan.

Yours truly,

George M. Needham
State Librarian

GMN/tld

cc: Ms. Judith Keegan, St. Clair County
Mr. Steven G. Miller, City of Port Huron
Ms. Linda Cronin, City of Yale
Ms. Rose Ann Ferricone, City of Algonac
Mr. Larry Frank, St. Clair County Library Director
Cynthia B. Faulhaber, Miller, Canfield, Paddock and Stone, P.L.C.
Ellen J. Richardson, Library Law Specialist

RESOLUTION 96-56

ACCEPTING ON BEHALF OF THE ST. CLAIR COUNTY LIBRARY SYSTEM
THE CLAYTON A. AND FLORENCE B. LEWIS MEMORIAL BOOK FUND
ENDOWMENT AGREEMENT

WHEREAS, the Clayton A. and Florence B. Lewis Memorial Fund has been established for the purpose of expanding specified collections within the St. Clair County Library; and

WHEREAS, these funds have been administered by the Blue Water Library Federation since 1984 and who now wishes to turn the endowment over to the St. Clair County Library in accordance with the terms of the agreement; and

WHEREAS, the St. Clair County Board of Commissioners recognizes the benefits derived to the citizens of St. Clair County through this endowment.

NOW, THEREFORE, BE IT RESOLVED:

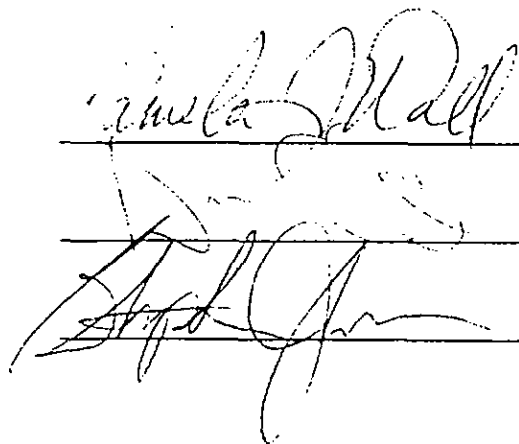
- 1) That the Clayton A. and Florence B. Lewis Memorial Book Fund original agreement be accepted and its provisions be adhered to, due to dissolution of Blue Water Library Federation.
- 2) That the St. Clair County Treasurer be the depository of these funds that today exceed \$10,000.00.
- 3) That a trustee be named by the St. Clair County Treasurer to oversee these funds in accordance with the agreement.
- 4) That a copy of the agreement in its original form be attached to this resolution.

DATED: December 19, 1996

Reviewed and Approved by:



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



BLUE WATER LIBRARY FEDERATION

RESOLUTION BY THE MEMBERS OF THE FEDERATION BOARD

VOTED:

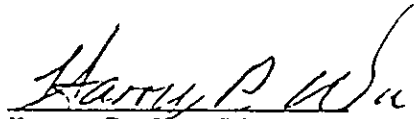
To establish the Clayton A. and Florence B. Lewis Memorial Book Fund (the "Fund") and to manage and invest the Fund for the purpose of expanding specified collections within the Port Huron Public Library as follows:

- (1) To accept for the Fund and transfer to the Fund whatever gifts are received by the Blue Water Library Federation as are designated by their donors as gifts for the Fund.
- (2) To invest the principal of the Fund in separate money market accounts or instruments of comparable risk and yield.
- (3) To use the income from the Fund each year to purchase books and library materials, including audio-visual or computerized materials, dealing with the following subject matters: nature, plants, animals, gardens, ecology, farming and cooking. In the selection of library materials, preference shall be given to printed media. The books and library materials purchased with the income from the Fund shall be maintained, circulated and loaned by the Port Huron Public Library and shall be marked and catalogued as gifts of the Fund. Books and materials may be designated as non-circulating reference materials to be used at the Port Huron Public Library if the Reference Librarian at the Port Huron Public Library determines that they should be so designated.
- (4) At the discretion of the Director of the Blue Water Library Federation, in each fiscal year any unspent balance from the Fund can be added to the principal of the Fund or be used to purchase necessary processing supplies or for rebinding or replacement for the purpose of processing and maintaining the books and materials purchased from the Fund.
- (5) Beginning in the year 2013, the 100th Anniversary of the marriage of Clayton A. and Florence B. Lewis, to use the principal of the Fund for as long as it shall last within the discretion of the Federation to purchase the same kinds of books and library materials to be purchased with the income from the Fund.
- (6) If the Blue Water Library Federation is dissolved or ceases operation or no longer serves the Port Huron area, the Fund shall be transferred to and administered by the St. Clair County Library system or the Port Huron Public Library in the same manner as it is to be administered by the Blue Water Library Federation under this Resolution.

- (7) At the end of each fiscal year, the Director of the Blue Water Library Federation or the Librarian of the Port Huron Public Library shall report to the donors of the Fund the amount of Fund income and Fund purchases made in the preceding year and shall, upon request, list the library materials purchased by the Fund. For this purpose, it will suffice to report to Scott P. Lewis, a grandson of Clayton A. and Florence B. Lewis, at Palmer & Dodge, One Beacon Street, Boston, Massachusetts 02108, or whoever is identified to the Federation as his successor in this role.



Ed Moore, Jr., Chairman
Blue Water Library Federation Board



Harry P. Wu, Director
Blue Water Library Federation

Dated: September 13, 1984

RESOLUTION AUTHORIZING
ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. IX
(BURTCHVILLE TOWNSHIP) BONDS, SERIES 1998

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

Minutes of a regular meeting of the Board of Commissioners of the County of St. Clair, State of Michigan, held in said County on the 14th day of January, 1998, at 7:30 o'clock p.m., Eastern Standard Time.

PRESENT: Members Judy Keegan, Don Wismer, Frank Bacon,
Pat Quain, Pat Acciavatti, Lee Masters and Pamela Wall-7

ABSENT: Members None

The following preamble and resolution were offered by Member Don Wismer and supported by Member Frank Bacon :

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

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

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

WHEREAS, the County, by and through the Board, and the Township of Burtchville, County of St. Clair, State of Michigan (the "Local Unit") have entered into a contract (the "Contract") for financing additional costs for the acquisition, construction, financing and operation of certain water supply system improvements as a part of that System (the "Project"), which Contract supplements the Contract between the County and the Local Unit dated December 13, 1995 (the "Prior Contract"), and is attached hereto and made a part of this resolution; and

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

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

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

WHEREAS, the Local Unit has requested the County to issue additional bonds to pay additional costs of the Project; and

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

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

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

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

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

Section 2. It is hereby determined to be advisable and necessary for the public health of the County to acquire, construct and complete the Project as provided in said plans and specifications.

Section 3. The Contract is hereby ratified, confirmed and approved and the Prior Contract as supplemented by the Contract is hereby ratified and reconfirmed.

Section 4. The total estimated cost of acquiring and constructing the Project, including payment of incidental expenses as specified in Section 6 of this resolution, in the amount of not less than \$7,370,000 is hereby approved and confirmed.

Section 5. The estimated period of usefulness of the Project is determined to be not less than forty (40) years.

Section 6. For the purpose of defraying part of the costs of the Project, including payment of engineering, legal and financial expenses, there be borrowed the sum of Nine Hundred Ninety-Five Thousand Dollars (\$995,000), and that in evidence thereof there be issued the bonds of the County in an equivalent aggregate principal amount, which bonds are sometimes hereinafter referred to in this resolution as the "bonds."

Section 7. The bonds shall be designated ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. IX (BURTCHVILLE TOWNSHIP) BONDS, SERIES 1998 (GENERAL OBLIGATION LIMITED TAX), the principal of and interest thereon to be payable primarily out of the Contractual Payments required to be paid by the Local Unit pursuant to the Contract. Said bonds shall be registered as to principal and interests of the denomination of \$5,000 or multiples of \$5,000 up to the amount of a single maturity, numbered consecutively in order of authentication from 1 upwards, dated as of February 1, 1998, callable prior to maturity as hereinafter provided, and shall be payable annually on November 1 as follows:

<u>Year</u>	<u>Principal</u>	<u>Year</u>	<u>Principal</u>
1999	\$ 20,000	2008	\$ 50,000
2000	25,000	2009	75,000
2001	25,000	2010	75,000
2002	25,000	2011	75,000
2003	25,000	2012	75,000
2004	25,000	2013	75,000
2005	50,000	2014	75,000
2006	50,000	2015	100,000
2007	50,000	2016	100,000

The bonds bear interest at a rate or rates determined on sale thereof, not exceeding seven percent (7%) per annum, payable on May 1, 1998, and semiannually thereafter, by check drawn on the transfer agent for the bonds and mailed to the registered owner at the registered address, as shown on the registration books of the County maintained by the transfer agent. Interest shall be payable to the registered owner of record as of the 15th day of the month prior to the payment date for each interest payment. The date of determination of registered owner for purposes of payment of interest as provided in this Section be changed by the County to conform to market practice in the future. The principal of the bonds shall be payable at the designated office of NBD Bank, Detroit, Michigan (the "Paying Agent"), as paying agent and the Board is hereby authorized to enter into all required contractual arrangements with the paying agent. In the event the bonds are not held in book-entry only form as described herein, then the paying agent shall also act as bond registrar and transfer agent.

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

Section 8. The Chairman of the Board of Commissioners and the County Clerk are hereby authorized and directed to execute said bonds by means of their facsimile signatures when issued and sold for and on behalf of the County and to cause to be printed thereon a facsimile of the seal of the County. No bond of this series shall be valid until authenticated by an authorized officer of the paying agent. The Bonds shall be delivered to the paying agent for authentication and shall then be delivered to the purchaser in accordance with instructions from the Treasurer of the County or the Director or Acting Director of the Board upon payment of the purchase price for the bonds in accordance with the bid therefor when accepted. Executed blank bonds for registration and issuance to transferees shall simultaneously, and from time to time thereafter as necessary, be delivered to the transfer agent for safekeeping.

In the event the bonds are not held in book-entry-only form, then any bond may be transferred upon the books required to be kept pursuant to this Section by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of the bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the paying agent as transfer agent. Whenever any bond or bonds shall be surrendered for transfer, the paying agent as transfer agent shall authenticate and deliver a new bond or bonds, for like aggregate principal amount. The transfer agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

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

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

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

Section 11. It shall be the duty of the Board, after the adoption of this resolution and the sale of the bonds herein authorized, to open a special depository account with a bank or trust company to be designated by the Board to be designated DEBT RETIREMENT FUND - ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. IX (BURTCHVILLE TOWNSHIP) BONDS, SERIES 1998, sometimes referred to as the "Debt Retirement Fund," into which account the Board shall deposit any premium and accrued interest received upon delivery of the bonds and all Contractual Payments as received, and into which account any advances made by the County pursuant to Section 10 of this resolution shall be deposited. The moneys from time to time on hand in said debt retirement fund shall be used solely and only for the payment of the principal of and interest on the bonds, or, to the extent of any surplus, to reimburse the County for any advances made pursuant to Section 10 hereof. The County shall have the right to invest moneys in the debt retirement account as provided in the Contract, which investments may be in obligations other than those of the depository bank or trust company only.

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

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

NO. ____

UNITED STATES OF AMERICA
STATE OF MICHIGAN

COUNTY OF ST. CLAIR

ST. CLAIR COUNTY
WATER SUPPLY SYSTEM NO. IX
(BURTCHVILLE TOWNSHIP) BONDS, SERIES 1998
(GENERAL OBLIGATION LIMITED TAX)

<u>Interest</u> <u>Rate</u>	<u>Date of</u> <u>Maturity</u>	<u>Date of</u> <u>Original Issue</u>	<u>CUSIP</u>
	November 1, ____	February 1, 1998	

Registered Owner:

Principal Amount:

Dollars

The County of St. Clair, State of Michigan (the "Issuer"), for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America on the Date of Maturity specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on May 1, 1998, and semiannually thereafter. Principal of this bond is payable at the designated office of NBD Bank, Detroit, Michigan, or such other paying agent as the Issuer may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to any interest payment date (the "Paying Agent"). Interest on this bond is payable to the registered owner of record as of the fifteenth (15th) day of the month preceding the payment date as shown on the registration books of the Issuer maintained by the Paying Agent, by check or draft mailed to the registered owner at the registered address.

The bonds of this issue are payable primarily from the proceeds of contractual payments to be paid by the Township of Burtchville, County of St. Clair, State of Michigan (the "Township"), located in the County of St. Clair, Michigan, to the Board of Public Works, acting for and on behalf of the Issuer, pursuant to a certain contract dated December 13, 1995 (the "Prior Contract"), as supplemented by a certain contract dated _____, 1998 (the "Supplemental Contract") between the Issuer and the Township, whereby said Board, on behalf of the Issuer, is to construct water supply system improvements to service the Township, said system designated as "St. Clair County Water Supply System No. IX (Burtchville Township)."

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

This bond is one of a total authorized issue of bonds of even Date of Original Issue aggregating the principal sum of \$995,000, issued pursuant to a resolution duly adopted by the Board of Commissioners of the Issuer on January 14, 1998 (the "Resolution"), and under and in full compliance with the Constitution and statutes of the State of Michigan, including specifically Act 185, Public Acts of Michigan, 1957, as amended, for the purpose of paying costs of constructing water supply system improvements to service the Township. For a complete statement of the funds from which and the conditions under which this bond is payable, and the general covenants and provisions pursuant to which this bond is issued, reference is made to the Resolution.

Bonds of this issue maturing in the years 1999 to 2004, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds in multiples of \$5,000 of this issue maturing in the years 2005 to 2016, inclusive, shall be subject to redemption prior to maturity, at the option of the Issuer, in such order as the Issuer shall determine, on any interest payment date on or after November 1, 2004, at par and accrued interest to the date fixed for redemption, plus a premium expressed as a percentage of par, as follows:

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

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

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

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

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

In the event this bond is not held in book-entry-only form, then this bond is transferable only upon the books of the Issuer kept for that purpose at the office of the Paying Agent by the registered owner hereof in person, or by the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the Paying Agent duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the Resolution, and upon the payment of the charges, if any, therein prescribed.

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

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

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

COUNTY OF ST. CLAIR

By /facsimile/
Chairman, Board of Commissioners

[SEAL]

/facsimile/
County Clerk

[FORM OF PAYING AGENT'S
CERTIFICATE OF AUTHENTICATION]

Certificate of Authentication

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

NBD Bank
Paying Agent

By _____
Authorized Signature

Date of Registration: _____

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

Section 15. The proceeds of sale of the bonds shall be deposited in a special depository account in a bank to be designated by the Board, said account to be designated "St. Clair County Water Supply System No. IX (Burtchville Township), 1998 Construction Fund" (hereinafter referred to as the "construction fund"); provided, however, that the proceeds of the sale of the bonds may be deposited in the construction fund established for the 1996 Bonds with the approval of bond counsel. The moneys from time to time in such fund shall be used solely and only to pay costs of acquiring and constructing the Project. Any premium and accrued interest paid at the time of delivery of the bonds shall be deposited into the debt retirement fund established under the provisions of Section 11 of this resolution.

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

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

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

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

Unit and a copy shall also be sent to the manager or managers of the account purchasing the bonds.

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

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

Section 19. The Board of Commissioners expressly declares that the bonds shall be designated as "qualified tax exempt obligations" for purposes of deduction of interest expense by financial institutions under the provisions of the Internal Revenue Code of 1986, as amended.

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

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

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

Section 21. The filing of the Department of Public Works with the Michigan Department of Treasury to request an order of approval or an exception from prior approval for the bonds from prior approval, along with any appropriate waivers, is hereby ratified and confirmed.

Section 22. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are repealed.

Section 23. This resolution shall become effective immediately upon its passage.

AYES: Members Judy Keegan, Don Wismer, Frank Bacon,
Pat Quain, Pat Acciavatti, Lee Masters and Pamela Wall-7.

NAYS: Members None

RESOLUTION DECLARED ADOPTED.

Maureen Dunn
County Clerk

DATED: January 7, 1998

Reviewed and Approved by:

Elwood L. Brown


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

Lee Masters

Don Wismer

Frank M. Bacon

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 January 14, 1998, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.



County Clerk

LAW OFFICES OF
MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

SIDNEY T. MILLER (1864-1940)
GEORGE L. CANFIELD (1866-
1928)
LEWIS H. PADDOCK (1866-1935)
FERRIS D. STONE (1882-1945)

AMY S. DAVIS
TEL: (313) 496-7510
FAX: (313) 496-8450
E-MAIL: DAVIS@MCPS.COM

A PROFESSIONAL LIMITED LIABILITY COMPANY
150 WEST JEFFERSON, SUITE 2500
DETROIT, MICHIGAN 48226

TELEPHONE (313) 963-6420
INTERNET <http://www.millercanfield.com>
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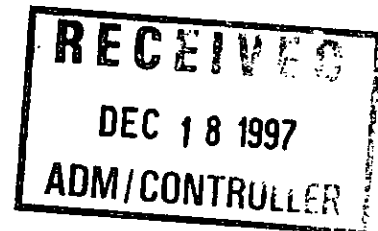
ANN ARBOR, MICHIGAN
BLOOMFIELD HILLS, MICHIGAN
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AFFILIATED OFFICES:
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ST. PETERSBURG, FLORIDA
GDAŃSK, POLAND
KATOWICE, POLAND
WARSAW, POLAND

December 17, 1997

Ms. Janet Kitamura
Acting Director
St. Clair County Department
of Public Works
21 Airport Drive
St. Clair, MI 48079



RE: St. Clair County Water Supply System No. IX (Burtchville Township) Bonds,
Series 1998 (General Obligation Limited Tax)

Dear Janet:

In connection with the above-referenced transaction, enclosed please find the following documents for approval by the County:

1. County Board of Public Works resolution approving the Contract between the Township and the County and authorizing Treasury filing to be adopted at its regular meeting on January 6, 1998. **Please note, you have already received this resolution without the authorization to file the application with the Michigan Department of Treasury. Please have the Board of Public Works adopt the enclosed version of the resolution.**
2. Bond Authorizing Resolution to be adopted by the County Board of Commissioners at its January 14, 1998 meeting.
3. Notice of Sale Resolution to be adopted by the County Board of Public Works at its next regular meeting after January 14, 1998.
4. Supplemental Contract between the Township and the County. **Please note, this is a document that you previously received also. We have corrected a typographical error on page 2 in the third paragraph.**

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

Ms. Janet Kitamura

-2-

December 17, 1997

Robert J. Bendzinski will mail to you a Notice of Intent to Issue an Obligation form to be signed by either the Chairman or the Secretary of the Board of Public Works. Upon adoption of the Resolution approving the Contract and authorizing filing with the Michigan Department of Township, please send three certified resolutions, along with the signed Treasury Application to either Donald Keim or myself. We will file the applications of the County and the Township with the Michigan Department of Treasury on your behalf.

If you have any questions regarding the enclosed documents, please do not hesitate to contact either Don Keim or me.

Very truly yours,

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

By: _____

Amy S. Davis

Amy S. Davis

cc: Mr. Donald Dodge
Ms. Maureen Ruff
Mr. Mark W. Smith
Mr. Robert J. Bendzinski
Donald W. Keim, Esq.

**RESOLUTION APPROVING BURTCHVILLE TOWNSHIP DPW CONTRACT
AND BOND RESOLUTION**

Board of Public Works
County of St. Clair, Michigan

Minutes of a regular meeting of the Board of Public Works of the County of St. Clair,
State of Michigan, held in said County on the 6th day of January, 1998, at 7:48 o'clock P.m.,
Eastern Standard Time.

PRESENT: Members William Blumerich, Leonard Hool, Timothy LaLonde

ABSENT: Members None

The following preamble and resolution were offered by Member Hool
and supported by Member LaLonde:

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

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

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

WHEREAS, in order to be exempt from prior approval, the County must notify the

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

Department of the County's intent to issue the bonds.

NOW, THEREFORE, BE IT RESOLVED THAT:

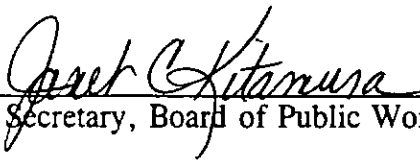
1. The Contract between the County of St. Clair, State of Michigan, by and through its Board of Public Works, and the Local Unit providing for financing additional costs for the acquisition, construction and financing of the Project and the bond resolution in connection therewith are hereby approved, and the Chairman of this Board is authorized and directed to transmit such approval to the County Board of Commissioners with the recommendation of this Board that the Contract and bond resolution be approved and adopted for and on behalf of the County.
2. This Board further specifically recommends that the limited tax full faith and credit of the County be pledged as secondary security for the bonds.
3. The Chairman and the Secretary of this Board are authorized and directed to execute the Contract for and on behalf of the County subject to approval and adoption thereof by the Board of Commissioners.
4. The Contract will become effective and binding in accordance with its terms upon execution and final approval and ratification thereof by the County Board of Commissioners, such final approval and ratification to be given by adoption by said Board of Commissioners of a resolution authorizing the issuance of bonds of the County pursuant to the Contract.
5. The Chairman and Secretary of this Board each is authorized to file an application for approval to issue the bonds or to seek all appropriate waivers from such approval and to pay the application fees with the Municipal Finance Division of the Michigan Department of Treasury.

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

AYES: Members Blumerich, Hool, LaLonde

NAYS: Members 0

RESOLUTION DECLARED ADOPTED.


Deputy Secretary, Board of Public Works

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Public Works of the County of St. Clair, State of Michigan, at a regular meeting held on January 6, 1998 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.


Deputy Secretary, Board of Public Works

DEFS2\442246.2\078011-00018

RESOLUTION APPROVING DPW CONTRACT

Township of Burtchville
County of St. Clair, Michigan

Minutes of a Special meeting of the Township Board of the Township of Burtchville,
County of St. Clair, State of Michigan, held in the Township Hall on the 17th day of December
1997 at 6:00 o'clock p.m., Eastern Standard Time.

PRESENT: Al Briolat, Mark W. Smith, David T. Zammit Sr.,
Robert A. Williams, Kenneth A. Cummings

ABSENT: - none -

The following preamble and resolution offered by Briolat and supported
by Williams:

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

WHEREAS, the County of St. Clair (the "County"), has previously issued its \$6,375,000
St. Clair County Water Supply System No. IX (Burtchville Township) Bonds, Series 1996, dated
January 1, 1996 to pay the cost of the Project; and

WHEREAS, the costs of the Project have exceeded original estimates by not less than
\$995,000; and

WHEREAS, the DPW and the Local Unit have negotiated a contract (the "Contract")
providing for financing additional costs for the Project, by the terms of which Contract the Local

COPY

Unit is obligated to pay that portion of the cost of the Project to be financed to the County in installments as therein provided, a copy of which Contract is attached to this resolution and incorporated herein by reference; and

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

NOW, THEREFORE, BE IT RESOLVED THAT:

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

2. The total estimated cost of the Project as submitted by the consulting engineers in the amount of not less than \$7,370,000 and the costs to be financed by the issuance of additional bonds in the amount of \$995,000 are hereby approved.

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

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

5. The Township Supervisor and the Township Clerk each is authorized to notify the Michigan Department of Treasury of the Local Unit's intent to pledge its full faith and credit

to the bonds to be issued by the County and to request an order approving the issuance and sale of the bonds and any related waivers, if necessary.

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

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

AYES: Members Cummings, Williams, Smith, Briolat,
Zammit.

NAYS: Members - NONE -

RESOLUTION DECLARED ADOPTED.

Mark W. Sweet
Township Clerk

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

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the Township Board of the Township of Burtchville, County of St. Clair, Michigan, at a Special meeting held on Dec. 17th, 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.



Township Clerk

**ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. IX
(BURTCHVILLE TOWNSHIP)
SUPPLEMENTAL CONTRACT FOR ADDITIONAL BONDS**

THIS CONTRACT, made and entered into this ____ day of _____, 199_, by and between the COUNTY OF ST. CLAIR, a Michigan county corporation (the "COUNTY"), by and through its Board of Public Works (the "Board") and the TOWNSHIP OF BURTCHVILLE, a Michigan public corporation located in the COUNTY (the "LOCAL UNIT").

WITNESSETH:

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

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

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

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

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

WHEREAS, the COUNTY and the LOCAL UNIT entered into a contract (the "Prior Contract") for the acquisition, construction, financing and operation of a water supply system (the "Project") to serve the LOCAL UNIT; and

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

WHEREAS, the cost of the Project has exceeded original estimates and additional funds are needed to pay additional costs of the Project; and

WHEREAS, the LOCAL UNIT has requested the COUNTY to issue additional bonds in the amount of \$995,000 to pay additional costs of the Project; and

WHEREAS, in order to issue bonds of the COUNTY to provide funds in the amount of \$995,000 to pay said cost, it is necessary for the COUNTY and the LOCAL UNIT to enter into a contract that supplements the St. Clair County Water Supply System No. IX (Burtchville Township) Contract, dated December 13, 1995 (the "Prior Contract");

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

1. The COUNTY and the LOCAL UNIT reaffirm their approval of the acquisition and construction of the Project as a part of the St. Clair County Water Supply System No. IX (the "System") under the provisions of the Act, the Project consisting generally of the construction of water lines together with all necessary and related rights in land, appurtenances and attachments, and the Project and the area to be served thereby are more specifically set out in the plans for the Project prepared by Wade-Trim, Inc., consulting engineers of Flint, Michigan (the "Engineers").

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

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

4. The COUNTY and the LOCAL UNIT hereby reaffirm the Prior Contract and declare that this contract supplements the Prior Contract.

5. [Reserved.]

6. The COUNTY reaffirms that it let and leased the Project to the LOCAL UNIT in the 1996 Contract, and the LOCAL UNIT reaffirms that it hereby rented and hired said

Project from the COUNTY in the Prior Contract for a term commencing upon the completion of the Project, or any substantial part thereof, and ending upon the expiration of the Prior Contract. The LOCAL UNIT shall be responsible for the operation, maintenance and administration of the Project as a part of the System for and on behalf of and as the agency of the COUNTY for such purpose.

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

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

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

The parties hereto agree that the Project shall be acquired, constructed, operated, administered and maintained for the sole use and benefit of the LOCAL UNIT and its various water supply system users, and the LOCAL UNIT shall pay all costs in connection therewith, the COUNTY remaining the titular owner of the Project only to comply with the requirements of the Act. The LOCAL UNIT shall have the exclusive right and discretion, subject only to

review by the COUNTY on the basis of sound public utility operational procedure, to determine policy for the use, expansion, improvement, operation and administration of the Project.

7. To provide for the financing of additional costs of the Project in accordance with the provisions the Act, the Board shall take the following steps:

(a) The Board will submit to the Board of Commissioners of the COUNTY a resolution providing for the issuance of bonds in the aggregate principal amount of Nine Hundred Ninety-Five Thousand Dollars (\$995,000) to finance additional costs of the Project. Said bonds shall mature serially, as authorized by law, and shall be secured primarily by the contractual obligations of the LOCAL UNIT to pay the annual installments due, plus interest, as hereinafter provided in this contract, and secondarily, if approved by a three-fifths (3/5) majority of the members of the Board of Commissioners, by the full faith and credit of the COUNTY. After due adoption of the resolution, the Board will take all steps necessary to effectuate the sale and delivery of the bonds.

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

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

8. The additional costs of the Project to be financed by the issuance of the aforesaid bonds shall be charged to and paid by the LOCAL UNIT to the Board in the manner and at the times herein set forth. The principal amount thereof (\$995,000) shall be paid to the Board in annual principal installments, plus interest and other expenses as hereinafter provided, on October 1st of each year, as follows:

<u>Year</u>	<u>Principal</u>	<u>Year</u>	<u>Principal</u>
1999	\$ 20,000	2008	\$ 50,000
2000	25,000	2009	75,000
2001	25,000	2010	75,000
2002	25,000	2011	75,000
2003	25,000	2012	75,000
2004	25,000	2013	75,000
2005	50,000	2014	75,000
2006	50,000	2015	100,000
2007	50,000	2016	100,000

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

It is understood and agreed that the bonds of the COUNTY hereinbefore referred to will be issued in anticipation of the above contractual obligation, with principal maturities on November 1st of each year, commencing with the year 1999, corresponding to the principal amount of the above installments, and the LOCAL UNIT shall also pay to the Board in addition to said principal installments, on April 1st and October 1st of each year, commencing April 1, 1998, as accrued interest on the principal amount remaining unpaid, an amount sufficient to pay all interest due on the next succeeding interest payment date (May 1st and November 1st, respectively) on said COUNTY bonds from time to time outstanding. From time to time as the Board is billed by the paying agent for the bonds to be issued for its services as paying/transfer agent/registrar for the bonds, and as other costs and expenses accrue to the Board from handling of the payments made by the LOCAL UNIT, or from other actions taken in connection with the Project, the Board shall promptly notify the LOCAL UNIT of the amount of such paying agent fees and other costs and expenses, and the LOCAL UNIT shall promptly remit to the Board sufficient funds to meet such fees and other costs and expenses.

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

The Board shall, within thirty (30) days after the delivery of the COUNTY bonds hereinbefore referred to, furnish the LOCAL UNIT with a complete schedule of maturities of principal and interest thereon, and the Board shall also, at least thirty (30) days prior to each principal and/or interest installment due date, advise the LOCAL UNIT, in writing, of the exact amount of principal and/or interest due on the COUNTY bonds on the next succeeding bond principal and/or interest due date, and payable by the LOCAL UNIT on the first day of the month immediately preceding, as hereinbefore provided. Failure of the Board to notify the LOCAL UNIT of any such payment shall not relieve the LOCAL UNIT of the obligation to make such payment.

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

9. The LOCAL UNIT, pursuant to authorization of Section 12 of the Act, hereby irrevocably pledges its full faith and credit for the prompt and timely payment of its obligations pledged for bond payments as expressed in this contract. Pursuant to such pledge, if other funds are not available, the LOCAL UNIT shall be required to pay such amounts from any of its general funds as a first budget obligation and shall each year levy an ad valorem tax on all the taxable property in the LOCAL UNIT in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay such obligations under this contract becoming due before the time of the following year's tax collections, such annual levy, however,

to be subject to applicable statutory and constitutional tax limitations. The foregoing commitments of the LOCAL UNIT are expressly recognized as being for the purpose of providing funds to meet the contractual obligations of the LOCAL UNIT in anticipation of which the COUNTY bonds hereinbefore referred to are issued. Nothing herein contained shall be construed to prevent the LOCAL UNIT from using any, or any combination of, the means and methods provided in paragraph 2, Section 12 of the Act for the purpose of providing funds to meet its obligations under this contract, and if at the time of making the annual tax levy there shall be other funds on hand earmarked and set aside for the payment of the contractual obligation due prior to the next tax collection period, then such annual tax levy may be reduced by such amount.

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

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

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

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

14. If the proceeds of the sale of the bonds to be issued by the COUNTY are for any reason insufficient to complete the Project, the COUNTY shall be automatically authorized to issue additional bonds in an aggregate principal amount sufficient to complete the Project, and the annual payments required to be made by the LOCAL UNIT shall also be increased in an amount so that the total payments required to be made as increased will be sufficient to meet the annual principal and interest requirements on the bonds herein authorized, plus the additional bonds to be issued. Any such additional bonds shall in all respects comply with the requirements of the Act, and any increases in the annual payments shall be made in the manner and at the times specified in this contract. In lieu of said additional bonds, the LOCAL UNIT may pay over to the Board in cash sufficient money to complete the Project.

If it is determined by the Board that the full amount of the bonds is not necessary to complete the Project, then the COUNTY, acting through the Board shall be automatically authorized to reduce the amount of bonds sold.

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

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

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

suffer to be done any act which would in any way impair the said bonds, the security therefor, or the prompt payment of principal and interest thereon. It is hereby declared that the terms of this contract, insofar as they pertain to the security of any such bonds, shall be deemed to be for the benefit of the holders of said bonds.

18. This contract shall remain in full force and effect for a period of forty (40) years from the date hereof, or until such time as all bonds issued by the COUNTY to finance the Project are paid in full. At such time within said forty-year term as all of said bonds are paid, this contract shall be terminated and ownership of the Project shall revert to the LOCAL UNIT, unless at that time there are other COUNTY bonds outstanding relative to the System or there are other contractual arrangements between the LOCAL UNIT and the COUNTY. In any event, the obligations of the LOCAL UNIT to make payments required by Section 9 of this contract shall be terminated at such time as all of said bonds are paid in full, together with any deficiency or penalty thereon.

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

or failure to act on the part of the COUNTY'S employees, agents or representatives with respect to matters not related to the ownership, acquisition, construction, operation, maintenance or repair of the Project, this contract or the issuance, sale or delivery of the bonds herein described.

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

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

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

COUNTY OF ST. CLAIR
By the Board of Public Works

By William Blumerich
Chairman, William Blumerich

By Janet C. Kitamura
Deputy Secretary, Janet C. Kitamura

TOWNSHIP OF BURTCHVILLE

By David Zammit
Supervisor, David Zammit

By Mark W. Smith
Township Clerk, Mark W. Smith

RESOLUTION 98-42

BEACH SWEEP RECOGNITION RESOLUTION

WHEREAS, the County of St. Clair in 1998, wishes to recognize the 13th Annual International Coastal Cleanup; and

WHEREAS, on Saturday, September 19th, 1998, citizens will take part in a global effort to remove debris from the shorelines of our lakes and rivers; and

WHEREAS, Michigan's tourism industry and economic growth depend largely on the state's abundance of scenic lakes and rivers; and

WHEREAS, the efforts of this year's dedicated volunteers will make our shorelines safer for our families, recreational visitors, and future generations to enjoy; and

WHEREAS, the information from the types of debris collected will serve to determine patterns of pollution in our waters and in turn provide an invaluable foundation to create preventative solutions to the build up of beach litter; and

WHEREAS, the clean-up efforts of the residents of St. Clair County will aid in the well being of our state's lakes, streams, and aquatic life as well as tourism.


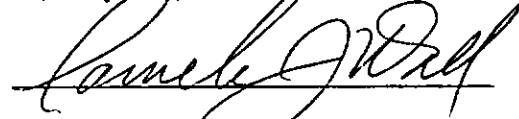
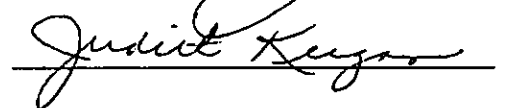
NOW, THEREFORE, BE IT RESOLVED, that the County of St. Clair has declared the Saturday of September 19, 1998 to be Michigan's official Beach Sweep Day.

DATED: September 9, 1998

Reviewed and Approved by:



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

REGARDING CIVIL RIGHTS WITHIN ST. CLAIR COUNTY

WHEREAS, the State of Michigan requires that a community seeking to receive Community Development Block Grant Funds must have an established policy to discourage discrimination in employment, housing, and publicly funded programs, within the community; and

WHEREAS, it is the desire of this Board of Commissioners to clearly establish the public policy of the County with regard to the issue of discrimination in employment, housing and public funded programs within St. Clair County; and

WHEREAS, the State has provided model provisions to accomplish the same.

NOW, THEREFORE, BE IT RESOLVED, that the public policy of the County of St. Clair with regard to the issue of discrimination in employment, housing and publicly funded programs within St. Clair County shall be as follows:

General Policy: It is hereby declared to be contrary to the public policy of the County of St. Clair for any persons to be discriminated against in employment, housing or participation in publicly funded programs because of race, religion, national origin, color, sex, marital status, age or handicap.

Employment: The opportunity to obtain employment without discrimination because of race, religion, national origin, color, sex, marital status, age or handicap, is hereby recognized and declared to be a civil right. Further, it shall be contrary to the public policy of the County of St. Clair for any employer to discriminate in hiring, promotion, tenure, terms or conditions of employment because of race, religion, national origin, color, sex, marital status, age or handicap.

Housing: The opportunity to purchase, lease, sell, hold, use and convey housing without discrimination because of the race, religion, national origin, color, sex, marital status, age or handicap, is hereby recognized and declared to be a civil right.


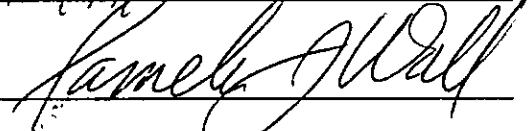
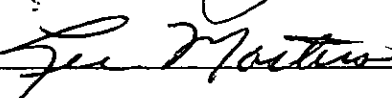
Publicly Funded Programs: The opportunity to participate in federal, state and locally funded programs without discrimination because of race, religion, national origin, color, sex, marital status, age or handicap, is hereby recognized and declared to be a civil right.

DATED: September 9, 1998

Reviewed and Approved by:



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

RESOLUTION 98-40

AUTHORIZING PLANNING COMMISSION TO APPLY
FOR GRANTS
FOR COMMUNITY DEVELOPMENT AND IMPROVEMENT

WHEREAS, Title I of the Federal Housing and Community Development Act of 1974, as amended, provides that counties may receive community development discretionary funds; and

WHEREAS, the County of St. Clair, Michigan, is qualified as a discretionary applicant as specified in the Act; and

WHEREAS, Act 282 of 1945, being MCLA 125.101 and MSA 5.11926 (1) et Seq., authorizes the St. Clair County Metropolitan Planning Commission to apply for, receive and accept such funds; and

WHEREAS, the State of Michigan, Department of Consumer and Industry Services is administering the Community Development Block Grant Small Cities Program in Michigan on behalf of the United States Department of Housing and Urban Development; and

WHEREAS, St. Clair County is interested in the continuing effort to provide affordable housing opportunities for its low and very low income residents; and

WHEREAS, the St. Clair County Board of Commissioners has reviewed and understands the content of the Application for funding; and

WHEREAS, the St. Clair County Board of Commissioners has accepted the recommendation of the St. Clair County Metropolitan Planning Commission to apply for \$300,000; and

WHEREAS, the St. Clair County Metropolitan Planning Commission has designed a Housing Rehabilitation Low Interest Loan and Grant Program which is consistent with the St. Clair Community Development Plan, as described in the application; and

WHEREAS, the project will principally benefit low and moderate income persons to the maximum extent feasible; and

WHEREAS, funds to be invested in the project have not yet been expended and will not be expended prior to the date of the beginning of the project period if a grant is awarded.

NOW, THEREFORE, BE IT RESOLVED, THAT:

1. The St. Clair County Metropolitan Planning Commission be authorized to file an application with the State Housing Development Authority in the amount of Three Hundred Thousand Dollars (\$300,000); and

2. The St. Clair County Metropolitan Planning Commission and its subgrantees are hereby authorized to commit such matching funds toward the project as described in the application.

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

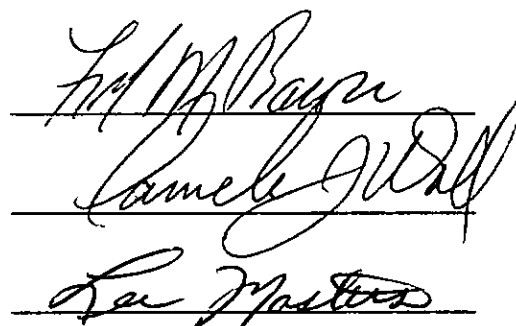
5. The Chairperson of the St. Clair County Board of Commissioners be named as authorized agent of the County of St. Clair in all matters pertaining to said grant and that the Chairperson be authorized to sign all contracts, agreements and certifications pertaining to said grant.

DATED: September 9, 1998

Reviewed and Approved by:



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





METROPOLITAN PLANNING COMMISSION

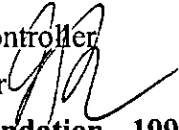
County of St. Clair, Michigan

200 GRAND RIVER, PORT HURON, MICHIGAN 48060

(810) 989-6950

GORDON RUTTAN, DIRECTOR

MEMO

To: Mr. Don Dodge, Administrator/Controller
From: Gordon Ruttan, Executive Director 
Subject: **Planning Commission Recommendation - 1998 CDBG Housing Program**
Date: August 21, 1998

During the Planning Commission's August 19, 1998, regular meeting, a motion was passed which recommends that the County Board of Commissioners support submission of an application for CDBG funds. These funds would be used to continue the County's housing rehabilitation program.

I would like to request that you place this item on the agenda for the Public Works Committee meeting of 2 September 1998. I have attached a copy of the proposed program budget, a memorandum to the Committee from the Commission which explains the proposal, and will be present at that meeting to answer any questions the Committee may have in regards to the past and proposed housing programs.

If this item can be placed on the agenda for the 2 September meeting, I would appreciate it if you would advise me of such. If this is on the Committee agenda, I will place a notice in the paper announcing a public hearing on this application for the 9 September 1998 full Board of Commissioners meeting which would be the next step taken after the Committee discusses the proposal.

Thank you.

A:\AGENRQST.MEM

A Government of Service



BUDGET SUMMARY

Organization Name: St. Clair County Metropolitan Planning Commission

Housing Component: Homeowner Assistance

*Activity	Housing Resource Fund	Other Funds	
		Amount	**Source
Moderate Rehabilitation	\$ 285,000.00	\$ 60,000	RAP, CHIP Weatherization
Emergency Repairs	\$ 15,000	\$ 2,000	Weatherization
Administration	\$ 0.00**	\$ 20,000	In-Kind & Cour. General Fund
	\$	\$	
	\$	\$	
Total:	\$ 300,000	\$ 82,000	

**18% of funds awarded.

*List all activities necessary to complete this component, including those activities which will not be funded with MSHDA dollars.

**For each source of other funds noted in the above budget summary chart, list the contact person(s), telephone number(s) and status/amount of commitment.

	<u>SOURCE</u>	<u>CONTACT</u>	<u>TELEPHONE</u>	<u>COMMITMENT</u>
	<u>STATUS/AMOUNT</u>			
1.	EOC Weatherization	Sherry Archibald	810/982-8541	
2.	RAP / CHIP	Robert G. Brown	517/373-9036	
3.	County General Fund	Donald Dodge	810/985-2001	
4.				
5.				

RESOLUTION 98-39

SUPPORTING REGULATION TO REQUIRE REFLECTORS
ON ALL TRAIN ENGINES AND TRAIN CARS

WHEREAS, due to the number of trains passing through St. Clair County on a daily basis; and

WHEREAS, there has been several accidents nationally, state-wide and locally due to vehicles running into sides of motionless train cars at highway crossings; and

WHEREAS, it is the desire of the St. Clair County Board of Commissioners to help reduce the number of accidents which have many times resulted in fatalities; and

WHEREAS, in order to enhance rail safety regulations by requiring reflectors either by paint or tape be placed on both sides of train engines and all train box cars.

THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners does hereby support legislation to make it mandatory for all train engines and train cars traveling throughout the United States, including the State of Michigan and County of St. Clair, to have reflector paint and/or tape on both sides of each unit; and

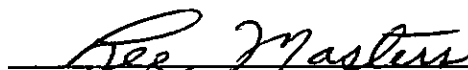
WHEREAS, BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to U.S. Senators Carl Levin and Spencer Abraham; Congressman David Bonior, State Senator DeGrow, State Representatives Karen Willard and Terry London; to the Federal Railroad Administration and its seven regional offices, and Department of Transportation.

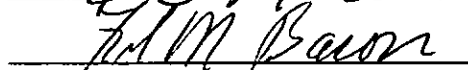
DATED: September 9, 1998

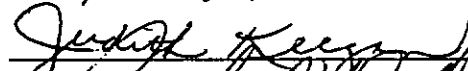
Reviewed and Approved by:



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

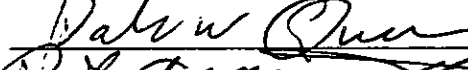


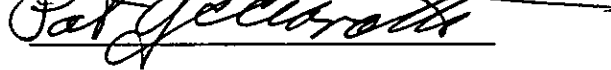












RESOLUTION 98-38

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, 1998 and ending September 30, 1999.

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.



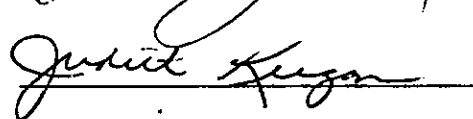
3) All resolutions and parts of resolutions in conflict with this Resolution, are, to the extent of the conflict, hereby rescinded.

DATED: September 9, 1998

Reviewed and Approved by:



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

RESOLUTION 98-37

DESIGNATING DONALD M. MARONDE
AS DIRECTOR OF ST. CLAIR COUNTY
DEPARTMENT OF PUBLIC WORKS

WHEREAS, the resignation of John D. Perry, Director, was effective May 16, 1997; and

WHEREAS, Janet C. Kitamura has served as the Interim Director until a new Director was hired; and

WHEREAS, in connection with the various projects of the Department of Public Works, the County Board of Commissioners adopted the necessary resolutions to enable the said Director to execute documents for and on behalf of the County of St. Clair on each and every project pursued by the Department of Public Works.

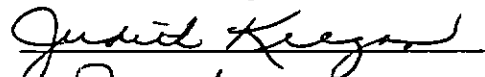
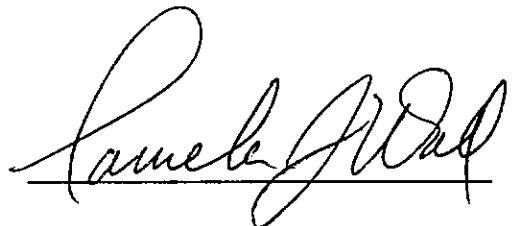
NOW, THEREFORE, BE IT RESOLVED, that Donald M. Maronde be hereby appointed Director of the Department of Public Works of the County of St. Clair. Such appointment to be retroactive to August 3, 1998.

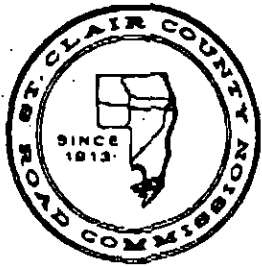
DATED: September 9, 1998

Reviewed and Approved by:



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





COUNTY OF ST. CLAIR


ROAD COMMISSION • PUBLIC WORKS

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

Phone: (810) 364-5720

Fax: (810) 364-9050

MEMORANDUM

TO:  Don Dodge, County Administrator

FROM: Donald M. Maronde, Director

DATE: August 24, 1998

SUBJECT: Designation as Director of the Department of Public Works

As the Department of Public Works is a county agency operated by the St. Clair County Road Commission, it is necessary for the County Board of Commissioners to take official action designating a Director.

I was hired on August 3, 1998. I respectfully request that the resolution be retroactive to that date to be consistent with my hiring date. I have enclosed a sample resolution for the Board's approval. Please place this on the next agenda for action.

If you have any questions, please contact me.

sb
Attach.

Post-it® Fax Note	7671	Date	8-24-98	# of pages	2
To	Nancy Sans	From	Sandy Bellinger		
Co./Dept.		Co.			
Phone #		Phone #			
Fax #		Fax #			

Please see conversation

RESOLUTION 98-36

CONFIRMING ROAD COMMISSION CONTRACT
WITH CERTIFIED PUBLIC ACCOUNTANTS

WHEREAS, under date of August 18, 1998, 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, 1998, at a total cost of \$12,000, copies of said resolution and contract be attached hereto and made a part hereof by reference - Exhibit "A"; and

WHEREAS, by Resolution No. 98-28 dated August 18, 1998, the Board of County Road Commissioners recommended this Contract to the St. Clair County Board of Commissioners for their confirmation.

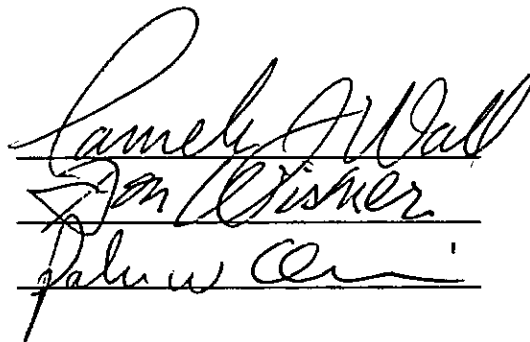
NOW, THEREFORE, BE IT RESOLVED, that the Resolution of of the St. Clair County Road Commission adopted August 18, 1998 authorizing the contract for the Audit of the Road Commission by the firm of Stewart, Beauvais & Whipple, may be and the same is hereby affirmed, and the Road Commission is requested 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: September 9, 1998

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, 1998, 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 Hool
Commissioner LaLonde
Commissioner Blumerich

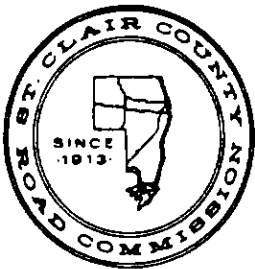
NAYS: 0

* * * * *

I hereby certify that the foregoing is a true and correct copy of a portion of the minutes of a regular meeting of the Board of County Road Commissioners of the County of St. Clair held on Tuesday, August 18, 1998 at 7:00 p.m. in the Cottrellville Township Hall, 7008 Marsh Road, Marine City, Michigan.



Janet C. Kitamura, Secretary



COUNTY OF ST. CLAIR

ROAD COMMISSION • PUBLIC WORKS

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

Phone: (810) 364-5720

Fax: (810) 364-9050

August 19, 1998

Donald E. Dodge
Administrator/Controller
County Building
Port Huron, MI 48060

Dear Mr. Dodge:

Enclosed is a copy of St. Clair County Road Commission Resolution No. 98-28. This resolution approves the extension of the audit contract with Stewart, Beauvais & Whipple, P.C. for the 1998 audit of the St. Clair County Road Commission and the Department of Public Works.

A sample resolution has been sent to Elwood Brown, County Corporate Counsel, for his convenience in preparing the County resolution.

Please place this item on the agenda of the County Board of Commissioners as soon as possible.

Very truly yours,

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

Janet C. Kitamura, Secretary

gf

Enclosure

REQUESTING SIXTY (60) DAY EXTENSION TO SEPTEMBER 16, 1998
DEADLINE, TO ALLOW A PUBLIC COMMENT PERIOD IN THE
PORT HURON/SARNIA AREA RELATING TO THE DEPARTMENT
OF ENERGY'S STUDY TO TRANSPORT WEAPONS-USABLE
FISSILE MATERIALS THROUGH MICHIGAN TO CANADA
UTILIZING THE BLUE WATER BRIDGE

WHEREAS, the United States Department of Energy is studying transportation options for moving weapons-usable fissile materials, including plutonium, for disposition. One of the three options under consideration is transporting the nuclear materials and fuel to Canada through Michigan utilizing the Blue Water Bridge at Port Huron; and

WHEREAS, there are many problems with transporting volatile and carcinogenic materials. The security and environmental risks are considerable and utilizing the Blue Water Bridge route would jeopardize the population of St. Clair County and the water supply of the Great Lakes; and

WHEREAS, there are many suitable access points other than the international water boundaries of Michigan. The western portions of the continent offer access that is much easier to secure and does not involve transportation through as many densely populated areas.

NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners requests that the United States Department of Energy host a public meeting in the local affected area to explain the project and to receive public comment; and

BE IT FURTHER RESOLVED, that the St. Clair County Board of Commissions requests that the sixty (60) day public comment period for this project, which is due to expire September 16, 1998, be extended to allow for a local public meeting; and

BE IT FURTHER RESOLVED, that the St. Clair County Board of Commissioners urges the United States Department of Energy to refrain from considering transporting weapons-usable fissile materials through Michigan and St. Clair County until said meeting can be held and public comment considered; and

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the United States Department of Energy Office of Fissile Materials Disposition and each of our appropriate federal and state elected officials.

DATED: August 26, 1998

Pat Acciarallo
Joe Wiseman

Reviewed and Approved by:

Elwood L. Brown

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

Joe Mastus
Judith Keegan
Camela J. Wall
Ted McRae

Robert W. Quinn

RESOLUTION 98-34

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.

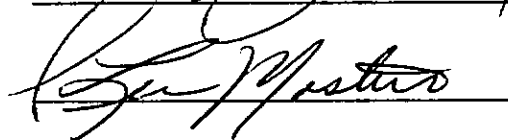
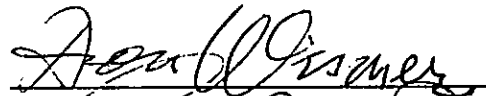
All resolutions and parts of resolutions, in conflict with this resolution, are to the extent of conflict, hereby rescinded.

DATED: August 12, 1998

Reviewed and Approved by:



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



July 15,1998

PROPOSED
PERSONNEL POLICY
BENEFIT CHANGES

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

July 15, 1998

PROPOSED
PERSONNEL POLICY
BENEFIT CHANGES

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.

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PROPOSED
PERSONNEL POLICY
BENEFIT CHANGES

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 to 60	50%
<u>61 to 72</u>	<u>60%</u>
<u>73 to 84</u>	<u>70%</u>
<u>85 or more</u>	<u>80%</u>

July 15,1998

PROPOSED
PERSONNEL POLICY
BENEFIT CHANGES

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.

July 15,1998

PROPOSED
PERSONNEL POLICY
BENEFIT CHANGES

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.

July 15,1998

PROPOSED
PERSONNEL POLICY
BENEFIT CHANGES

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~~ \$1,000 per individual.
- * Orthodontia Plan 50/50 to a lifetime maximum of \$1,500 of \$3,000 per individual.

B. OPTION I

- * \$200 to a flexible reimbursement account.

C. OPTION II

- * \$150 Cash Rebate.

July 15,1998

PROPOSED
PERSONNEL POLICY
BENEFIT CHANGES

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.

July 15,1998

PROPOSED
PERSONNEL POLICY
BENEFIT CHANGES

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.

27.4: Employees with ten (10) or more years of service shall be entitled to prorated lump sum payment in the event of honorable employment termination, retirement or death in service.

PROPOSED
PERSONNEL POLICY
BENEFIT CHANGES

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, identified hereafter as the Original Plan and Revised Plan. Unless otherwise specifically provided the terms and conditions set forth herein shall apply to both the Original Plan and the Revised Plan.

28.62: 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 ~~herein in the preceding Sections 1 through 6.~~

28.43: An employee hired or rehired on or after January 1, 1995 shall upon retirement be subject to the Revised Retirement Plan and 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%)~~ seventy-five percent (75%).

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.

July 15, 1998

PROPOSED
PERSONNEL POLICY
BENEFIT CHANGES

28.24: 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.

28.35: 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.

28.56: An employee, subject to either the Original or Revised Retirement Plan, 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.

28.7: Effective (date) an employee subject to either the Original or Revised Retirement Plan shall have their pension benefit computed on the base salary, and where applicable service recognition, and shall not include compensation from the following:

- a. Overtime or compensatory time payoff.
- b. Vacation accrual payoff upon separation from employment.
- c. Sick day accrual payoff upon separation from employment.
- d. Compensation paid as an allowance, reimbursement or premium.

July 15, 1998

PROPOSED
PERSONNEL POLICY
BENEFIT CHANGES

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.

30.2: An employee shall be entitled to reimbursement for using their private vehicle for County business when:

a. a car pool vehicle is either unavailable or it determined by the supervisor to be impractical to use a car pool vehicle.

b. temporarily assigned to different work location which is not located within reasonable walking distance of the employee's normal work site. The assignment must be made in writing by the supervisor in order for the employee to be entitled to reimbursement. An assignment which extends beyond ninety (90) calendar days shall not be considered temporary.

30.3: Reimbursement for travel shall be provided:

a. from the employee's normal work site to the temporary work site when the employee's point of origin is the normal work site.

b. from the employee's normal work site to the temporary work site when the employee's point of origin is their home and their home is a greater distance to the temporary work site than the normal work site.

c. from the employee's home to the temporary work site when the employee's point of origin is their home and their home is a lesser distance to the temporary work site than the normal work site.

d. from the employee's work site or home whichever is the shorter distance to a seminar or conference site except when the employee's point of origin is the work site.

RESOLUTION 98-33

ADOPTING COLLECTIVE BARGAINING AGREEMENT
BETWEEN
ST. CLAIR COUNTY
AND
72ND JUDICIAL DISTRICT COURT
DISTRICT COURT EMPLOYEES CHAPTER OF
A.F.S.C.M.E. LOCAL 1518

WHEREAS, the District Court Employees Chapter of A.F.S.C.M.E. Local 1518 is recognized by the Michigan Employment Relations Commission, the County of St. Clair and the 72nd Judicial District Court as the exclusive representative of certain employees of the 72nd Judicial District Court; and

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

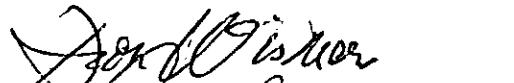
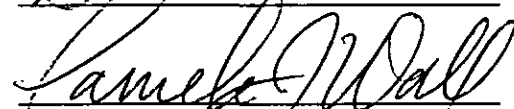

NOW, THEREFORE, BE IT RESOLVED, that the Collective Bargaining Agreement (Attached Exhibit "A") for the period July 1, 1998 through June 30, 2001 is hereby approved and adopted.

DATED: August 12, 1998

Reviewed and Approved by:



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

RESOLUTION 98-32

PLACING COUNTY LIBRARY MILLAGE RENEWAL ON THE
BALLOT FOR THE NOVEMBER 1998 GENERAL ELECTION

WHEREAS, the St. Clair County Library was established under the authorization of Public Act 138 of 1917 as the first county library in Michigan; and

WHEREAS, the St. Clair County Board of Commissioners is well aware of a County Library's importance to the cultural, educational, and informational quality of life in our community; and

WHEREAS, the St. Clair County Library System is not a part of the Blue Water District Library; and

WHEREAS, in accordance with the agreement between the County of St. Clair and the cities of Port Huron, Algonac and Yale, because the Blue Water District Library Operating Millage failed passage at the August 1998 Primary Election, the District will cease to exist as of August 15, 1998 and its assets will return to the St. Clair County Library System; and

WHEREAS, the St. Clair County Board of Commissioners recognizes the need for additional financial support to the County Library System; and

WHEREAS, Article IX, Section 6 of the Michigan Constitution of 1963 provides that the property tax limitation of 15 mills may be altered by a vote of the majority of the qualified electors of the County casting ballots on the question; and

WHEREAS, it is the desire of the St. Clair County Board of Commissioners to permit the electorate of the County to express its view on the renewal of the current .5 (one/half) mill County Library Millage for the continued funding of the operation of the St. Clair County Library System including its outreach services and branch libraries.

NOW, THEREFORE, BE IT RESOLVED THAT:

The St. Clair County Clerk is hereby directed to place before the electorate of the County of St. Clair, at the November 3, 1998 General Election, a library millage renewal proposition in the following form on the ballot:

PROPOSITION

RENEWAL OF THE ST. CLAIR COUNTY LIBRARY SYSTEM
OPERATING MILLAGE

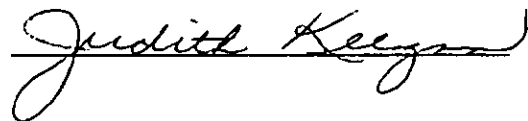
Shall the current St. Clair County Library System operating millage of fifty cents (50 cents) per one thousand dollars (\$1,000), that is, one half (.5) mill, of the taxable value of all taxable property in the County of St. Clair be renewed for a period of four years, 1998 through 2001, inclusive, for the purpose of providing operating funds for the St. Clair County Library System and its branches in the Village of Capac, the Townships of Clay, Ira and Kimball, and the Cities of Marine City, Marysville, Memphis, Port Huron, St. Clair and Yale?

DATED: August 12, 1998

Reviewed and Approved by:



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



RESOLUTION 98-32

PLACING COUNTY LIBRARY MILLAGE RENEWAL ON THE
BALLOT FOR THE NOVEMBER 1998 GENERAL ELECTION

WHEREAS, the St. Clair County Library was established under the authorization of Public Act 138 of 1917 as the first county library in Michigan; and

WHEREAS, the St. Clair County Board of Commissioners is well aware of a County Library's importance to the cultural, educational, and informational quality of life in our community; and

WHEREAS, the St. Clair County Library System is not a part of the Blue Water District Library; and

WHEREAS, in accordance with the agreement between the County of St. Clair and the cities of Port Huron, Algonac and Yale, if the Blue Water District Library Operating Millage fails of passage at the August 1998 Primary Election, the District will cease to exist as of August 15, 1998 and its assets will return to the St. Clair County Library System; and

WHEREAS, the St. Clair County Board of Commissioners recognizes the need for additional financial support to the County Library System in the event the Blue Water District Library ceases to exist after the August 1998 Primary Election; and

WHEREAS, Article IX, Section 6 of the Michigan Constitution of 1963 provides that the property tax limitation of 15 mills may be altered by a vote of the majority of the qualified electors of the County casting ballots on the question; and

WHEREAS, it is the desire of the St. Clair County Board of Commissioners to permit the electorate of the County to express its view on the renewal of the current .5 (one/half) mill County Library Millage for the continued funding of the operation of the St. Clair County Library

System including its outreach services and branch libraries, in the event the Blue Water District Library has ceased to exist following the August 1998 Primary Election.

NOW, THEREFORE, BE IT RESOLVED THAT:

The St. Clair County Clerk is hereby directed to place before the electorate of the County of St. Clair, at the November 3, 1998 General Election, a library millage renewal proposition in the following form on the ballot:

PROPOSITION

RENEWAL OF THE ST. CLAIR COUNTY LIBRARY SYSTEM OPERATING MILLAGE

Shall the current St. Clair County Library System operating millage of fifty cents (50 cents) per one thousand dollars (\$1,000), that is, one half (.5) mill, of the taxable value of all taxable property in the County of St. Clair be renewed for a period of four years, 1998 through 2001, inclusive, for the purpose of providing operating funds for the St. Clair County Library System and its branches in the Village of Capac, the Townships of Clay, Ira and Kimball, and the Cities of Marine City, Marysville, Memphis, Port Huron, St. Clair and Yale?

DATED: August 12, 1998

Reviewed and Approved by: _____

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



OFFICE OF COUNTY ADMINISTRATOR/CONTROLLER

County of St. Clair, Michigan

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

DONALD E. DODGE, ChFC Administrator/Controller

BREAKDOWN OF LIBRARY DISTRICT
APPOINTMENTS

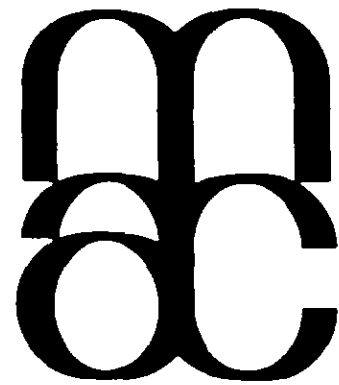
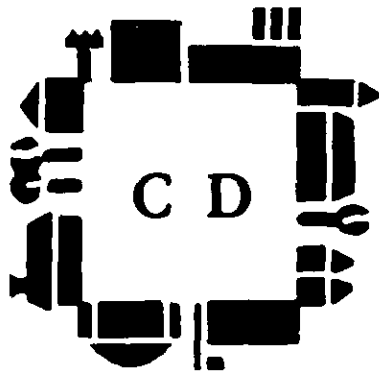
	<u>Library District</u>	<u>Commissioner District</u>
Davidson	1	2 and 3
Snoddy	2	1
Augustyniak	3	1 and 6
Wheeler	4	4 5 and 6
Nowland	5	6 and 7

A Government of Service



*Office Copy
Do not Remove*

Guide to Michigan County Government



By Kenneth VerBurg


Personnel in the program are selected by officials on the University campus in consultation with the county boards to which they are assigned to work and serve. CES divisions within in each county are headed by a person designated as the "County Extension Director." In general, staff structures in each county are similar but differ in particulars depending on the agricultural, natural resource, or economic interests of a county and the ability of a particular county to assist in supporting a particular program activity.

LIBRARY SERVICES

County governments are involved in another educational/informational service, providing library services. The organizational structure for delivering library services throughout the state is rather complex. A number of types of governmental units have authority to create library service. Among them are counties, townships, cities, villages, school districts, and combinations of these. All of these units in various places around the state have created a library service.

Having a host of small independent libraries, of course, does not mean that users of public libraries are necessarily well served. In today's information environment, even reasonably good library service depends upon having a rather large collection of books, video tapes, films, and other other materials available to members of the public. In addition, a library needs well-trained personnel under professional supervision to make the materials available readily. The good news is that the public library system in the state has been developing in overall systemic ways through the direction of the Library of Michigan (the state-level library) and a network of library cooperatives. Through the exchange of materials among libraries, small community libraries can have access to professional assistance and the resources of the largest of library collections.

County Library

 The board of county commissioners may vote to create a county library.⁹³ Such a library has its own governing board of five members appointed by the county commissioners. The term of office is five years and arranged so that one member's term expires each year. This board has the responsibility to operate the county library. The library board may provide facilities, contract for services, and do whatever else is necessary for the library program.

County boards may appropriate general tax or other general fund revenues to a county library fund, which also includes state library aid and revenues from fines for violation of state acts. The county library board depends on the moneys in the county library fund to pay its operating expenses and is responsible for the expenditure

the funds. In making its annual appropriation, a board of commissioners may take into account other revenues and resources the library board may have, but according to one ruling, the county commission may not assert indirect control over other library board revenues.⁹⁴ The county library board is responsible for making detailed decisions on library operations. Of course, a library board should attempt to maintain good relations with the commissioners who appoint members and decide how much to put into the county library fund each year.

Creating a county library is not the only approach that county commissioners can use to provide library services in the county. They may draw upon money in the county library fund to contract with other library boards already operating in the county. Boards of commissioners in some counties, by contracting for services, strengthen existing township, city, or district libraries in a county and make services more widely available throughout their counties than would be possible with one central county library.

Some counties may also be participants in regional libraries, an approach that dates to the early 1930s when the state board of education devised a plan for combinations of counties to organize libraries.⁹⁵ County members of regional libraries each send two delegates to be members of the regional library board. The board of commissioners selects these members who serve four-year terms.

The Cooperative Library System

Few county or community public libraries are able to provide, by themselves, the broad range of services citizens want. And no individual libraries have enough money to buy all the books their residents may want to read or to provide sufficient staff to research and answer all the questions citizens raise. In addition, there are the special needs such as those of the hearing and sight impaired. Moreover, as library services become more reliant on electronic technology, a library operating alone will fall woefully behind in meeting the information needs of the residents.

The state uses its state aid program as leverage to encourage the development of a cooperative statewide system of public libraries. The key to this system is a plan of regional or cooperative libraries that together include the entire state. The plan, formulated in 1977, grouped counties (or portions of counties in more heavily populated areas) into a system of cooperative libraries. In general, the plan was to create districts of at least 100,000 residents. To keep the lightly populated districts from becoming too large, the statute permitted a minimum of 50,000 population if the population was 35 or fewer residents per square mile.⁹⁶

*PREVIOUS*LIBRARY BOARD

Helen Wheeler
50 Mack Avenue
Marysville, MI 48040

District 4 5 years
(Commissioner District 4,5+6)

12-31-2002

Dr. Fred Nowland
5657 Pointe Drive
East China, MI 48054

District 5 5 years
(Commissioner District 6+7)

12-31-2000

Karen Snoddy
11775 Yale Road
Yale, MI 48097

District 2 5 years
(Commissioner Dist. 1)

12-31-2001

Nancy Augustyniak
2840 Dunning Road
Goodells, MI 48027

District 3 5 years
(Commissioner Dist. 1+6)

12-31-98

Dr. Christine Davidson
3900 Aspen Drive
Port Huron, MI 48060

District 1 5 years
(Commissioner Dist. 2+3)

12-31-99

AIRPORT COMMISSION 7-12-98

RESOLUTION 84-29

RESOLUTION TO ESTABLISH GEOGRAPHIC DISTRICTS
FOR APPOINTMENT OF LIBRARY, HEALTH AND ROAD COMMISSION BOARDS

WHEREAS, it is the responsibility of the St. Clair County Board of Commissioners to appoint members of the Health Department Board, Library Board, and Board of Road Commissioners, and

WHEREAS, it is the desire of the Board of Commissioners to effect this process in a manner that would result in fair representation of the County as a whole, and

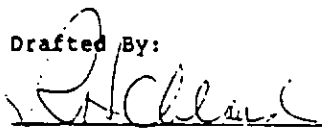
WHEREAS, the apportioning of these appointments to individually assigned geographic districts within the County would operate to effect this purpose.

NOW, THEREFORE, BE IT RESOLVED THAT:

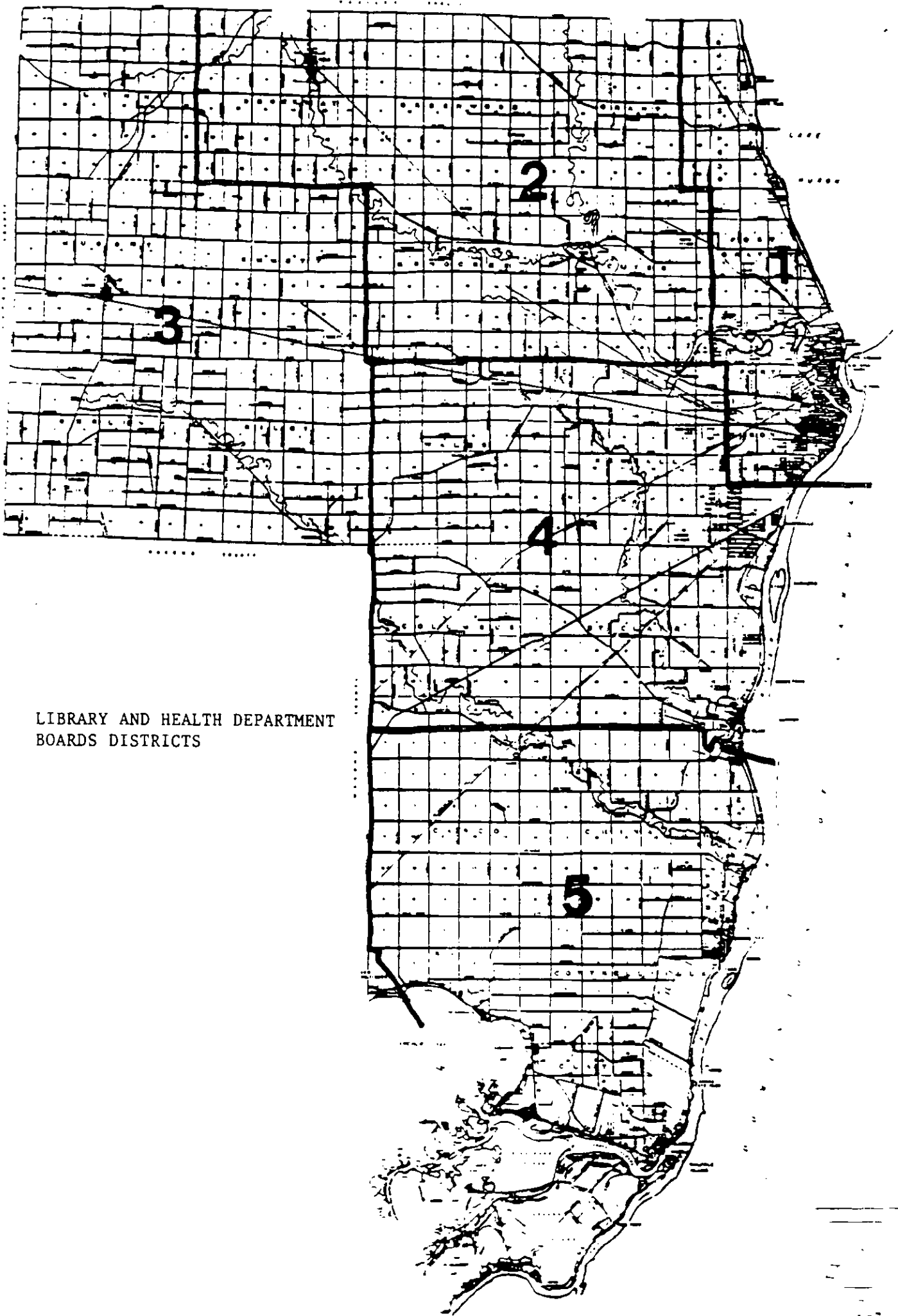
1. The five member Library Board and the five member Health Department Board shall be constituted of appointees whereby one is a resident of each geographic district as designated in Exhibit A attached hereto.
2. The three member Board of Road Commissioners shall be constituted of appointees whereby one is a resident of each geographic district as designated in Exhibit B attached hereto.
3. That all resolutions and parts of resolutions, insofar as the same conflict with the provisions of this resolution be, and the same hereby are rescinded.

DATED: July 13, 1984

Drafted By:



ROBERT H. CLELAND
County Corporation Counsel



LIBRARY AND HEALTH DEPARTMENT
BOARDS DISTRICTS

Blue Water District Library Board of Trustees
June 1997

- Nancy A. Augustyniak** - Apptd. by Co. Commissioners
2840 Dunning Road 4-23-97
Goodells, MI 48027
810-325-1751 Residence
Term expires Dec. 31, 1998
- James R. Currier** - Apptd. by City of Port Huron
511 Fort Street 5-12-97
Suite 320
Port Huron, MI 48060
810-987-9723 Residence
810-985-7511 Office
810-985-7375 Fax
Term expires Dec. 31, 1998
- Nancy A. LePla** - Apptd. by City of Yale
424 Oaklane Drive 6-9-97
Yale, MI 48097
810-387-2732 Residence
Term expires Dec. 31, 1999
- Bonnie L. Mayfield** - Apptd. by City of Algonac
C/O City of Algonac 5-6-97
805 St. Clair River Drive
Algonac, MI 48001
810-794-9361 Office
810-794-7536 Fax
Term expires Dec. 31, 1999
- John N. McKenzie** - Apptd. by City of Port Huron
2204 Concord Street 5-12-97
Port Huron, MI 48060
810-982-1385 Residence
Term expires Dec. 31, 2000
- Dr. Fred L. Nowland** - Apptd. by Co. Commissioners
5657 Pointe Drive 4-23-97
E. China, MI 48054
810-765-5787 Residence
Term expires Dec. 31, 1999
- Helen F. Wheeler** - Apptd. by Co. Commissioners
50 Mack Avenue #129 4-23-97
Marysville, MI 48040
810-364-3024 Residence
810-364-2688 Fax
Term expires Dec. 31, 2000

COPY

RESOLUTION 97-18

County of St. Clair
County of St. Clair, State of Michigan

RESOLUTION APPROVING DISTRICT LIBRARY AGREEMENT

Minutes of a meeting of the County Board of the County of St. Clair (the "County"), County of St. Clair, Michigan, held at the on , 1997, at o'clock .m. prevailing Eastern time.

PRESENT:

ABSENT:

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

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:

_____	Term ending _____
_____	Term ending _____
_____	Term ending _____

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.

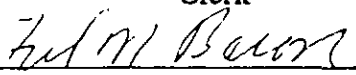
AYES: _____
NAYS: _____

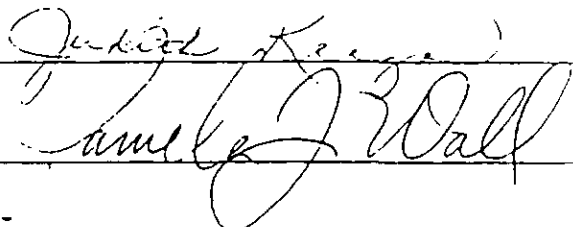
RESOLUTION DECLARED ADOPTED.

DATED: April 23, 1997

REVIEWED AND APPROVED BY:


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

Clerk




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 _____ meeting held at the _____ on _____, 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

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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 McMorrin 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 Judith Kelgan
Its County Board Chairperson

CITY OF ALGONAC

By _____
Its _____

CITY OF PORT HURON

By _____
Its _____

CITY OF YALE

By _____
Its _____

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 Rose Ann Perricone

ROSE ANN PERRICONE

Its City Clerk

CITY OF PORT HURON

By _____

Its _____

CITY OF YALE

By _____

Its _____

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 St. J. Miller

Steven G. Miller

Its Mayor

BY

and

Pauline M. Repp
Pauline M. Repp, Its City Clerk

CITY OF YALE

By _____

Its _____

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 Linda Cronin

Linda Cronin

Its City Clerk

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 _____

COUNTY LIBRARY BOARD OF TRUSTEES,
ST. CLAIR COUNTY, MICHIGAN

BY Helen F. Wheeler

ITS Chairperson

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.

(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.

**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

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 tenantable 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 Tenant's agreements herein, the Landlord may transfer to the Tenant all 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 McMorrان 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: _____

LAFS146687.4\107252-00001

**RESOLUTION AUTHORIZING
ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. X
(CITY OF ALGONAC AND TOWNSHIP OF CLAY) BONDS**

Minutes of a regular Meeting of the Board of Commissioners of the County of St. Clair, Michigan (the "County"), held in said County on the 11th day of August, 1998, at 7:30 o'clock p.m., Eastern Daylight Time.

PRESENT: Members COMMISSIONERS ACCIAVATTI, BACON, MASTERS,
WALL, WISMER AND KEEGAN

ABSENT: Members COMMISSIONER QUAIN

The following preamble and resolution were offered by Member MASTERS and supported by Member WALL:

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

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

WHEREAS, the County pursuant to the Act has established the St. Clair County Water Supply Sewer System No. X (City of Algonac and Township of Clay) (the "System"); and

WHEREAS, the County, by and through the Board of Public Works, and the City of Algonac and the Township of Clay, both of the County of St. Clair, State of Michigan (the "Local Units") have entered into a contract (the "Contract") for the acquisition, construction,

MILLER, CANFIELD, PADDOCK AND STONE.

financing and operating of water line replacements improvements (the "Project"), which Contract is made a part of this resolution by this reference thereto; and

WHEREAS, the Contract has been duly approved by resolutions of the Board of Public Works, the County Board of Commissioners, and the legislative bodies of the Local Units and has been fully executed by the parties thereto; and

WHEREAS, plans, specifications and estimates of cost of the Project have been prepared by McNamee, Porter and Seeley, Inc., engineers of Ann Arbor, Michigan (the "Engineers"), and have been duly approved by the Board of Public Works; and

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

WHEREAS, the County now proposes to issue its bonds, as authorized by the Act, in anticipation of and secured primarily by the Contractual Payments which the Local Units have in the Contract obligated themselves to provide in such amounts as may be necessary to pay the cost of constructing the Project, and all things necessary to the authorization and issuance of said bonds under the Act having been done, and the County being now empowered and desirous of authorizing the issuance of said bonds; and

WHEREAS, Chapter III, Section 12(d) of the Municipal Finance Act, Act 202 of the Public Acts of Michigan, 1943, as amended, permits a municipality to authorize, within limitations which shall be contained in the authorization resolution of the governing body, an

officer to sell and deliver and receive payment for obligations, and to approve interest rates or methods for fixing interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, place of delivery and payment, and other matters and procedures necessary to complete authorized transaction;

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

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

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

2. The Contract is hereby ratified, confirmed and approved and the County Clerk is authorized and directed to transmit such approval to the Board of Public Works. The Chairman and Secretary of the Board of Public Works are authorized and directed to execute the Contract for and on behalf of the County subject to approval and adoption thereof by the Board of Public Works.

3. The Board of Public Works is hereby designated, for and on behalf of the County, to notify the Michigan Department of Treasury of the County's intent to issue the bonds described herein, to pay the related fee and to request an order providing an exception for the bonds from prior approval by the Department of Treasury, or in the alternative secure Treasury approval of the bonds by means of a full application.

4. The total estimated cost of acquiring and constructing the Project, including payment of incidental expenses as specified in Section 6 of this resolution, in the amount not to exceed \$7,900,000 is hereby approved and confirmed.

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

6. For the purpose of defraying part of the cost of the Project, including payment of engineering, legal and financial expenses and capitalized interest, if necessary, a bond designated as the "ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. X (CITY OF ALGONAC AND TOWNSHIP OF CLAY) BOND (LIMITED TAX GENERAL OBLIGATION)" (the "Bond") shall be issued by the County, shall be the first of one or more series of bonds, and shall be payable primarily out of the Contractual Payments required to be paid by the Local Units to the Contract. The Bond shall be issued in the amount not to exceed Seven Million Nine Hundred Thousand Dollars (\$7,900,000) or such lesser amount as shall be determined by the Board of Public Works at the time of sale (the "Principal Amount") and approved by the State of Michigan acting through its Department of Environmental Quality ("DEQ") and the Michigan Municipal Bond Authority (the "Authority"). The Bond shall be in the form of a single fully-registered, nonconvertible bond of the denomination of the Principal Amount dated as of the date of delivery of the Bond, payable in principal installments serially on October 1 of each year in such amounts and beginning on such date as may be determined by any officer of the Board of Public Works at the time of sale of the Bond and approved by the Authority provided the first principal repayment shall not be earlier than April 1, 1999 and final payment of principal shall not be later than October 1, 2019. The schedule of principal installments shall be finally determined by any officer of the Board of Public Works at the time

of sale of the Bond to the Authority. Final determination of the Principal Amount and the payment dates and amounts of principal installments of the Bond shall be evidenced by execution of the Purchase Contract between the Board on behalf of the County and the Authority providing for sale of the Bond.

The Bond or installments thereof will be subject to prepayment prior to maturity in the manner and at the times as provided in the form of Bond contained in this Resolution or as may be approved by the Authority.

The Board of Public Works is hereby authorized to sell the Bond to the Authority at an interest rate of two and one-half percent (2.50%) per annum and at the par value thereof as evidenced by execution of a Purchase Contract as provided in Section 18 below, and to deliver the Bond in accordance with the delivery instructions of the Authority.

The Bond is expected to be delivered to the Authority in installments (the "delivery installments"); the Authority will periodically provide to the County a statement showing the delivery installments which have been advanced and the date of each advance. The delivery installments shall be deemed to correspond to the serial principal installments of the Bond in direct chronological order of said serial principal installments.

The serial principal installments of the Bond will each bear interest from the date of delivery of the corresponding delivery installment at the rate of two and one half percent (2.50%) per annum payable on April 1, 1999 and semiannually thereafter on April 1 and October 1 of each year until maturity or earlier prepayment of said installment; provided however, that at the time of sale of the Bond the Board of Public Works may approve a lower interest rate or an earlier or a later date for initial payment of interest if approved by the Authority. In the event of a default in the payment of principal of interest thereon when due,

whether at maturity, by redemption or otherwise, the Bond shall bear additional interest as required by the Authority. The Bond shall not be convertible or exchangeable into more than one fully-registered bond.

The Board of Public Works shall record on the registration books payment by the County of each installment of principal or interest or both when made and the canceled checks or other records evidencing such payments shall be returned to and retained by the Board of Public Works and shall be conclusive evidence of such payments and the obligation of the County with respect to such payments shall be discharged to the extent of such payments.

Upon payment by the County of all outstanding principal of and interest on the Bond, the registered owner thereof shall deliver the Bond to the County for cancellation.

7. The Chairman of the Board of Commissioners and the County Clerk are hereby authorized and directed to execute the Bond by means of their manual or facsimile signatures and to cause the seal of the County to be impressed or imprinted thereon.

8. The Bond and the interest thereon shall be payable primarily from the Contractual Payments received by the Board of Public Works on behalf of the County, for the payment of which the Local Units has in the Contract pledged its full faith and credit pursuant to the provisions of the Act. Pursuant to the provisions of Section 6, Article IX of the Michigan Constitution of 1963, the Local Units has covenanted and agreed to levy taxes annually to the extent necessary to provide the funds to meet its Contractual Payments when due in anticipation of which the Bond is issued, which taxes shall be subject to statutory and constitutional limitations. All of such Contractual Payments are hereby pledged solely and only for the payment of principal of and interest on the Bond.

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

10. It shall be the duty of the Board of Public Works, after the adoption of this resolution and the sale of the Bond, to open a special depository account with a bank or trust company to be designated by the Board of Public Works to be designated DEBT RETIREMENT FUND - ST. CLAIR COUNTY WATER SUPPLY SEWER SYSTEM NO. X (CITY OF ALGONAC AND TOWNSHIP OF CLAY) BONDS, (the "Debt Retirement Fund") into which the Board of Public Works shall deposit the amount of capitalized interest and any premium and accrued interest, if any, received upon delivery of the Bond and all Contractual Payments as received, and into which account any advances made by the County pursuant to Section 9 of this resolution shall be deposited. The moneys from time to time on hand in the Debt Retirement

Fund shall be used solely and only for the payment of the principal of and interest on the Bond, or, to the extent of any surplus, to reimburse the County for any advances made pursuant to Section 9 hereof. The County shall have the right to invest moneys in the Debt Retirement Fund as provided in the Contract, which investments may be in obligations other than those of the depository bank or trust company only.

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

12. Said Bond shall be in substantially the following form, with such revisions as the Chairman of the Board of Commissioners and the County Clerk may determine to be necessary or desirable, permitted by law, and not materially adverse to the County:

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[FORM OF BOND]

United States of America
State of Michigan
COUNTY OF ST. CLAIR
ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. X
(CITY OF ALGONAC AND TOWNSHIP OF CLAY) BOND
(LIMITED TAX GENERAL OBLIGATION)

REGISTERED OWNER: Michigan Municipal Bond Authority

PRINCIPAL AMOUNT: _____ Thousand Dollars
(\$ _____)

DATE OF ORIGINAL ISSUE: September 29, 1998

The County of St. Clair, State of Michigan (the "Issuer"), for value received, hereby promises to pay to the Michigan Municipal Bond Authority (the "Authority") the sum of _____ (\$ _____) Dollars or such portion thereof as shall have been advanced to the Issuer (the "Principal Amount") pursuant to a Purchase Contract between the Issuer and the Authority and a Supplemental Agreement by and among the Issuer, the Authority, the City of Algonac, the Township of Clay and the State of Michigan acting through the Department of Environmental Quality.

The Principal Amount shall payable on the dates and in the annual principal installment amounts set forth in Schedule A attached hereto and made a part hereof, as such Schedule may be adjusted if less than \$ _____ is disbursed to the Issuer or if a portion of the Principal Amount is prepaid as provided below, with interest on said principal installments from the date each said installment is delivered to the holder hereof until paid at the rate of two and one-half percent (2.50%) per annum. Interest is first payable on April 1, 1999 and semiannually thereafter on the first day of April and October of each year.

During the time the Principal Amount is being drawn down by the Issuer under this Bond, the Authority will periodically provide to the Issuer a statement showing the amount of principal that has been advanced and the date of each advance, which statement shall constitute prima facie evidence of the reported information; provided that no failure on the part of the Authority to provide such a statement or to reflect a disbursement or the correct amount of a disbursement shall relieve the Issuer of its obligation to repay the outstanding Principal Amount actually advanced, all accrued interest thereon, and any other amount payable with respect thereto in accordance with the terms of this Bond.

Notwithstanding any other provision of this Bond, as long as the Authority is the owner of this Bond, (a) this Bond is payable as to principal, premium, if any, and interest at the

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corporate trust office of _____, _____, Michigan, or at such other place as shall be designated in writing to the Issuer by the Authority (the "Authority's Depository"); (b) the Issuer agrees that it will deposit with the Authority's Depository payments of the principal of, premium, if any, and interest on this Bond in immediately available funds at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise; and (c) written notice of any redemption of this Bond shall be given by the Issuer and received by the Authority's Depository at least 40 days prior to the date on which such redemption is to be made.

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

This Bond is payable primarily from the proceeds of contractual payments to be paid by the City of Algonac and the Township of Clay, both located in the County of St. Clair, Michigan, to the Board of Public Works, acting for and on behalf of the Issuer, pursuant to a certain contract dated _____, 1998, between the Issuer and the Local Units, whereby said Board of Public Works, on behalf of the Issuer, is to construct water line replacements and improvements, all of which is part of the St. Clair Water Supply System No. X (City of Algonac and Township of Clay). By the provisions of said contract and pursuant to the authorization provided by law, the Local Units has pledged their full faith and credit for the payment of their contractual payments. The Issuer has irrevocably pledged to the payment of this issue of bonds the total contractual payments, which said total payments are established in the amount required to pay the principal of and interest on the bonds of this issue when due. As additional security for the payment of the bonds of this issue, the Issuer, pursuant to the provisions of Act 185, Public Acts of Michigan, 1957, as amended, and at least a three-fifths (3/5) vote of the members-elect of its Board of Commissioners, has pledged its full faith and credit for the prompt payment of the principal of and interest thereon. The full faith and credit pledges of the Local Units and of the Issuer are limited tax general obligations of each severally, and each is required to pay its respective debt service commitments on the bonds as a first budget obligation from its general funds, including the collection of any ad valorem taxes which each is authorized to levy. However, the ability of each to levy such taxes is subject to statutory and constitutional limitations.

MILLER, CANFIELD, PADDOCK AND STONE,

This Bond is a single, fully-registered, non-convertible bond issued in the principal sum indicated above, pursuant to a resolution duly adopted by the Board of Commissioners of the Issuer on August 11, 1998, and under and in full compliance with the Constitution and statutes of the State of Michigan, including specifically Act 185, Public Acts of Michigan, 1957, as amended. For a complete statement of the funds from which and the conditions under which this bond is payable, and the general covenants and provisions pursuant to which this bond is issued, reference is made to the above described resolution.

Principal installments of this Bond are subject to prepayment prior to maturity only with the prior written consent of the Authority and on such terms as may be required by the Authority.

This Bond shall be registered as to principal and interest on the books of the Issuer kept by the Board of Public Works and may be transferred only upon surrender of this Bond by the registered owner of record in person, or by registered owner's attorney duly authorized in writing, to the Board of Public Works together with a written instrument of transfer satisfactory to the Board of Public Works duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new registered bond in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolution authorizing this Bond, and upon the payment of the charges, if any, therein prescribed.

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

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

COUNTY OF ST. CLAIR

By _____
Chairman, Board of Commissioners

[SEAL]

County Clerk

SCHEDULE A

Repayment of the Principal Amount shall be made according to the following schedule until the full Principal Amount disbursed to the Issuer as shown on the Registration Grid is repaid, unless prepaid as provided in the Bond. In event that the Principal Amount disbursed to the Issuer is less than \$_____ or in event of prepayment of the Bond, the Authority may prepare a new payment schedule which shall be approved by a resolution of the Board of Public Works.

<u>Principal Installment Due on October 1</u>	<u>Amount of Principal Installment</u>
1999	\$ ____,000
2000	__,000
2001	__,000
2002	__,000
2003	__,000
2004	__,000
2005	__,000
2006	__,000
2007	__,000
2008	__,000
2009	__,000
2010	__,000
2011	__,000
2012	__,000
2013	__,000
2014	__,000
2015	__,000
2016	__,000
2017	__,000
2018	__,000
2019	__,000

MILLER, CANFIELD, PADDOCK AND STONE

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

14. The proceeds of sale of the Bond shall be deposited in a special depository account in a bank to be designated by the Board of Public Works, said account to be designated as the ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. X (CITY OF ALGONAC AND TOWNSHIP OF CLAY) BOND CONSTRUCTION FUND" (hereinafter referred to as the "construction fund"). The moneys from time to time in such fund shall be used solely and only to pay costs of acquiring and constructing the Project. Capitalized interest, if any, and any premium and accrued interest paid at the time of delivery of the Bond shall be deposited into the Debt Retirement Fund for the Bond.

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

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

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

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

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

Tax Compliance Certificate and related documents furnished in connection with the bonds.

17. The proposed form of Purchase Contract between the County and the Authority (the "Purchase Contract") and the proposed form of Supplemental Agreement among the County, the Authority, the Local Units and DEQ (the "Supplemental Agreement") on file with the County Clerk are hereby approved. Officers of the Board of Public Works are hereby jointly or severally authorized to execute and deliver the Purchase Contract and the Supplemental Agreement upon completion in the forms approved hereby with such revisions as they may determine to be necessary or desirable, permitted by law, and not materially adverse to the County. Officers of the Board of Public Works are hereby jointly or severally authorized to execute and deliver an Issuer's Certificate in the form provided by the Authority and other necessary closing documents in such form as said officers may determine to be necessary or desirable, permitted by law, and not materially adverse to the County.

18. The Board of Public Works is authorized to take any actions necessary to comply with requirements of the Authority and DEQ in connection with sale of the Bond to the Authority. The Board of Public Works is authorized to execute and deliver such other certificates, documents, instruments, and other papers as may be required by the Authority or DEQ or as may be otherwise necessary or convenient to effect the delivery of the Bond.

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

20. This resolution shall become effective immediately upon its passage.

AYES: Members COMMISSIONERS ACCIAVATTI, BACON, MASTERS, WALL, WISMER AND

WISMER AND KEEGAN

NAYS: Members NONE

RESOLUTION DECLARED ADOPTED.

Marilyn Duas
County Clerk

DATED: August 12, 1998

REVEIWED AND APPROVED BY:

Elwood L. Brown

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

Ed Masters
James Wall
Tom Wismer

MILLER, CANFIELD, PADDOCK AND STONE,

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners of the County of St. Clair, State of Michigan, by the vote of at least 3/5 of its members elect, at a regular meeting held on August 11, 1998, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

County Clerk

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MILLER, CANFIELD, PADDOCK AND STONE,

RESOLUTION APPROVING DPW CONTRACT

City of Algonac
County of St. Clair, State of Michigan

Minutes of a regular meeting of the City Council of the City of Algonac, County of St. Clair, State of Michigan, held on the 7th day of July, 1998 at 7:30 o'clock p.m., Eastern Daylight Time.

PRESENT: Conrad, Kowalski, Martin, Nevison, Scruggs, Wisdom, Zens

ABSENT: None

The following preamble and resolution offered by Conrad and supported by

Zens:

WHEREAS, the City of Algonac, County of St. Clair, State of Michigan (the "Local Unit"), has requested the Board of Public Works of the County of St. Clair (the "Board"), acting on behalf of the County of St. Clair (the "County"), to take the necessary steps under the provisions of Act 185, Public Acts of Michigan, 1957, as amended, to finance costs of acquiring, constructing and financing water plant improvements and expansions (the "Project") to service the Local Unit and the Township of Clay (the "Township"); and

WHEREAS, the costs of the Project are presently estimated to be not less than \$7,900,000; and

WHEREAS, the Board, the Local Unit and the Township have negotiated a contract (the "Contract") providing for financing the costs for the Project, by the terms of which Contract the Local Unit and the Township are obligated to pay the portion of the cost of the Project to be

financed to the County in installments as therein provided, a copy of which Contract is attached to this resolution and incorporated herein by reference; and

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

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Contract among the County, by and through the Board, the Local Unit and the Township providing for the acquisition, construction and financing of the Project is hereby approved, and the Mayor and the Clerk of the Local Unit are authorized and directed to execute the Contract for and on behalf of the Local Unit.

2. The total estimated cost of the Project as submitted by the consulting engineers in the amount of not less than \$7,900,000 is hereby approved.

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

4. The Contract shall become binding and effective upon the approval thereof by resolution of the Board of Commissioners of the County and execution thereof for the County by the Board and upon the approval thereof by resolution of the Township Board of the Township and execution thereof by the Township's designated officials.

5. The Local Unit will take or abstain from taking all actions required by the federal Internal Revenue Code of 1986, as amended, and the regulations thereunder, including but not

limited to actions relating to any required rebate of arbitrage earnings and the expenditures and investment of bond proceeds and moneys deemed to be bond proceeds.

6. The Local Unit acknowledges that the financing of the Project may require the issuance of two series of bonds by the County. If a second series of bonds is necessary, then the Local Unit hereby authorizes the Board acting on behalf of the County to notify the Michigan Department of Treasury of the County's intent to issue the second series of bonds, to pay the related fee from funds to be received from the Local Unit and the Township and to request an exception for the bonds from prior approval by the Department of Treasury. The Clerk of the Local Unit is authorized to notify the Department of Treasury of the Local Unit's participation in the bond issue described in the preceding sentence and to delivery of the documentation necessary or convenient to effect this program.

7. The law firm of Miller, Canfield, Paddock and Stone, P.L.C. ("Miller Canfield") has represented the City as bond counsel in the past and has worked with the City in connection with the Project. The City consents to the representation of the County by Miller Canfield in connection with the Project and its financing and acknowledges that Miller Canfield is not representing the City in connection with the Project and its financing.

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

AYES: Members Martin, Nevison, Scruggs, Wisdom, Zens, Conrad, Kowalski

NAYS: Members None

RESOLUTION DECLARED ADOPTED.

Rose Ann Ferricone
City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the City Council of the City of Algonac, County of St. Clair, State of Michigan, at a regular meeting held on July 7, 1998, 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.

Rose Ann Purvone
City Clerk

RESOLUTION APPROVING DPW CONTRACT

Township of Clay
County of St. Clair, State of Michigan

Minutes of a regular meeting of the Township Board of Clay, County of St. Clair, State of Michigan, held on the 6th day of July, 1998 at 7:30 o'clock p.m., Eastern Daylight Time.

PRESENT: Supervisor Jon Manos, Clerk Michael Pellerito, Treasurer Connie Turner, Trustee Sharrow, Trustee Dr. Kasperowicz, Trustee Webster, Trustee Joanne Shirkey.

ABSENT: None.

The following preamble and resolution offered by Trustee Sharrow and supported by Trustee Dr. L. Kasperowicz.

WHEREAS, the Township of Clay, County of St. Clair, State of Michigan (the "Local Unit"), has requested the Board of Public Works of the County of St. Clair (the "Board"), acting on behalf of the County of St. Clair (the "County"), to take the necessary steps under the provisions of Act 185, Public Acts of Michigan, 1957, as amended, to finance costs of acquiring, constructing and financing water plant improvements and expansions (the "Project") to service the Local Unit and the City of Algonac (the "City"); and

WHEREAS, the costs of the Project are presently estimated to be not less than \$7,900,000; and

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

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


NOW, THEREFORE, BE IT RESOLVED THAT:

5. The Local Unit will take or abstain from taking all actions required by the federal Internal Revenue Code of 1986, as amended, and the regulations thereunder, including but not limited to actions relating to any required rebate of arbitrage earnings and the expenditures and investment of bond proceeds and moneys deemed to be bond proceeds.
6. The Local Unit acknowledges that the financing of the Project may require the issuance of two series of bonds by the County. If a second series of bonds is necessary, then the Local Unit hereby authorizes the Board acting on behalf of the County to notify the Michigan Department of Treasury of the County's intent to issue the second series of bonds, to pay the related fee from funds to be received from the Local Unit and the City and to request an exception for the bonds from prior approval by the Department of Treasury. The Clerk of the Local Unit is authorized to notify the Department of Treasury of the Local Unit's participation in the bond issue described in the preceding sentence and the delivery of the documentation necessary or convenient to effect this program.
7. The law firm of Miller, Canfield, Paddock and Stone, P.L.C. ("Miller Canfield") has represented the Township as bond counsel in the past and has worked with the Township in connection with the Project. The Township consents to the representation of the County by Miller Canfield in connection with the Project and its financing and acknowledges that Miller Canfield is not representing the Township in connection with the Project and its financing.
8. All resolutions and parts of resolutions insofar as the same conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Sharrow, Dr. Kasperowicz, Turner, Manos, Pellerito, Webster, Shirkey.

NAYS: None.

RESOLUTION DECLARED ADOPTED.



Michael P. Pellerito
Clay Township Clerk

CERTIFICATION

**RESOLUTION APPROVING DPW CONTRACT
AND BOND RESOLUTION**

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

Minutes of a regular meeting of the Board of Public Works of the County of St. Clair, State of Michigan, held in said County on the 21st day of July, 1998, at 7:00 o'clock p.m., Eastern Daylight Time.

PRESENT: Members Commissioner Blumerich, Commissioner Hool, Commissioner LaLonde

ABSENT: Members 0

The following preamble and resolution were offered by Member LaLonde and supported by Member Hool:

WHEREAS, a contract (the "Contract") providing for financing of additional costs for the acquisition, construction, financing and operating of water line replacements and improvements to serve the City of Algonac and the Township of Clay (the "Project") has been negotiated with the City of Algonac and the Township of Clay, both of the County of St. Clair, State of Michigan (the "Local Units"), and presented to this Board for its approval, a copy of which Contract is attached to this resolution and made a part hereof; and

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

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Contract between the County of St. Clair, State of Michigan, by and through its Board of Public Works, and the Local Units providing for financing the costs of acquisition, construction and financing of the Project and the bond resolution in connection therewith are hereby approved, and the Secretary of this Board is authorized and directed to transmit such approval to the

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

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

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

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

5. The Chairman and the Secretary of this Board each is authorized to file a request for an exception from prior approval or an application for approval to issue the bonds or to seek all appropriate waivers from such approval and to pay the application fees with the Local Audit and Finance Division of the Michigan Department of Treasury.

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

AYES: Members Commissioner Hool, Commissioner LaLonde, Commissioner Blumerich

NAYS: Members 0

RESOLUTION DECLARED ADOPTED


Deputy Secretary, Board of Public Works

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Public Works of the County of St. Clair, State of Michigan, at a regular meeting held on July 21, 1998 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.


Deputy Secretary, Board of Public Works

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DPW CONTRACT

THIS CONTRACT, made and entered into this 12th day of August, 1998, by and among the COUNTY OF ST. CLAIR, a Michigan county corporation (the "COUNTY"), by and through its Board of Public Works, the CITY OF ALGONAC and the TOWNSHIP OF CLAY, both Michigan public corporations located in the COUNTY (each a "LOCAL UNIT" and together, the "LOCAL UNITS").

WITNESSETH:

WHEREAS, it is necessary for the public health and welfare of the present and future residents of the LOCAL UNITS that water plant improvements and expansions (the "Project") be constructed to meet the present and future requirements of the LOCAL UNITS; and

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

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

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

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

WHEREAS, plans and an estimate of cost for the Project have been prepared by McNamee, Porter and Seeley, Inc., engineers of Ann Arbor, Michigan (the "Engineers"), which said estimate of cost totals not to exceed \$7,900,000; and

WHEREAS, in order to issue bonds of the COUNTY to provide funds in the amount of not to exceed \$7,900,000 to pay said cost, it is necessary for the COUNTY and the LOCAL UNITS to enter into a contract, as provided in the Act; and

WHEREAS, it is also necessary for the COUNTY and the LOCAL UNITS to contract relative to the operation and maintenance of the Project and the System (hereinafter defined);

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

1. The COUNTY and the LOCAL UNITS approve the acquisition and construction of the Project as the St. Clair County Water Supply System No. X - City of Algonac and Township of Clay (the "System") under the provisions of the Act, the Project consisting generally of water plant improvements and expansions together with all necessary and related rights in land, appurtenances and attachments, which Project and the area to be served thereby are more specifically set out in the plans for the Project prepared by the Engineers and referred to in the preamble hereto.

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

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

4. The Board and the LOCAL UNITS hereby approve and confirm the plans for the Project prepared by the Engineers and the estimated cost thereof in the sum of not to exceed \$7,900,000. Said estimated cost includes all surveys, plans, specifications, acquisition of property for rights-of-way, physical construction necessary to acquire and construct the Project, the acquisition of all materials, machinery and necessary equipment, and engineering, engineering supervision, administrative, legal and financing expenses necessary in connection with the acquisition and construction of the Project and the financing thereof, including bond discount.

5. The Board will acquire and construct the Project and for that purpose will cause bids to be taken for the acquisition and construction thereof prior to the time that any bonds are issued for the purpose of financing costs thereof. The Board shall in no event enter into any final contract or contracts for the acquisition and construction of the Project if such contract price or prices will be such as to cause the actual cost of the Project to the LOCAL UNITS to exceed the installment obligations approved in Section 9 of this contract unless the LOCAL UNITS, by resolutions of its legislative bodies, (a) approve said increased cost and (b) agree to pay said increased amount, either in cash or by specifically authorizing the maximum principal amount of bonds to be issued, as provided in Sections 8 and 9 of this contract, to be increased to an amount which will provide sufficient funds to meet said increased cost and a similar

increase in the installment obligations of the LOCAL UNITS pledged under the terms of this contract to the payment of such bonds.

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

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

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

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

The CITY OF ALGONAC shall operate, maintain and administer the Project as a part of the System and integrated with its water supply and distribution facilities and pay all costs thereof, so as to keep all such facilities in proper repair and working order, and the COUNTY shall have the right to inspect the Project at reasonable times to insure that CITY OF ALGONAC servicing is appropriate. If the COUNTY in its sole discretion shall determine that repairs to the Project are necessary, or that some other operation, maintenance or administrative action is necessary, it shall have the right to order the CITY OF ALGONAC in writing to make such repairs or take such action. If the CITY OF ALGONAC shall not make the necessary

repairs or take the necessary action within 30 days after the date such notice is sent, the COUNTY shall have the authority to make the necessary repairs or take the necessary action itself and charge the same to the LOCAL UNITS, using any of the methods provided herein for collection of such charges. As a part of its obligation to operate, maintain and administer properly, the CITY OF ALGONAC shall provide and pay for insurance on the Project as well as liability insurance protecting the Project and the COUNTY and all officers and employees thereof, such insurance to be in amounts and coverage as is generally carried for public utilities similar to the Project.

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

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

(a) The Board will submit to the Board of Commissioners of the COUNTY a resolution providing for the issuance of bonds in one or more series in the aggregate principal amount of not to exceed Seven Million Nine Hundred Thousand Dollars (\$7,900,000), except as authorized pursuant to Section 5 of this contract, to finance a portion of the cost of the Project. Said bonds shall mature serially, as authorized by law, and shall be secured primarily by the contractual obligations of the LOCAL UNITS to pay the annual installments due, plus interest, as hereinafter provided in this contract, and secondarily, if approved by a three-fifths (3/5) majority of the members of the Board of Commissioners, by the full faith and credit of the COUNTY. After due adoption of the resolution, the Board will take all steps necessary to effectuate the sale and delivery of the bonds.

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

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

(d) The Board upon receipt of the proceeds of sale of the bonds will comply with all provisions and requirements provided for in the resolution authorizing the issuance of the

bonds and this contract relative to the disposition and use of the proceeds of sale of the bonds.

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

9. The cost of the Project to be financed by the issuance of the aforesaid bonds shall be charged to and paid by the LOCAL UNITS to the Board in the manner and at the times herein set forth. The principal amount thereof (not to exceed \$7,900,000) shall be paid to the Board in annual principal installments, plus interest and other expenses as hereinafter provided, on September 1st of each year (or such other dates as may be finally determined by the COUNTY), as follows:

<u>Year</u>	<u>Principal</u>	<u>Year</u>	<u>Principal</u>
2000	\$300,000	2010	\$400,000
2001	325,000	2011	400,000
2002	325,000	2012	425,000
2003	325,000	2013	425,000
2004	350,000	2014	425,000
2005	350,000	2015	450,000
2006	350,000	2016	450,000
2007	375,000	2017	475,000
2008	375,000	2018	475,000
2009	400,000	2019	500,000

Each LOCAL UNIT shall pay its Local Unit Share (as hereinafter defined) of each payment required to be made by the LOCAL UNITS to the Board pursuant to this Section 9 of this contract. "Local Unit Share" means for each LOCAL UNIT, the percentage of each payment, as follows:

City of Algonac	37.5%
Township of Clay	62.5%

It is understood and agreed that the bonds of the COUNTY hereinbefore referred to will be issued in anticipation of the above contractual obligation, with principal maturities on April 1st of each year, commencing with the year 2000, corresponding to the principal amount of the above installments, and the LOCAL UNITS shall also pay to the Board in addition to said principal installments, on September 1st and March 1st of each year, commencing March 1, 1999, or such earlier or later date as provided in the purchase contract between the COUNTY and the Michigan Municipal Bond Authority ("MMBA"), as accrued interest on the principal

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amount remaining unpaid, an amount sufficient to pay all interest due on the next succeeding interest payment date (October 1st and April 1st, respectively) on said COUNTY bonds from time to time outstanding. (In the event the payment dates on the bonds of the COUNTY are changed to meet the requirements of MMBA, the payment dates set forth in this Section 9 shall be adjusted accordingly and the COUNTY acting through the Board shall so advise the LOCAL UNITS.)

Notwithstanding any provision of the foregoing paragraph, in the event the Michigan Department of Environmental Quality ("MDEQ") determines that less than 100% of the project qualifies for financing under its Drinking Water Revolving Fund ("DWRP") program, then the Board on behalf of the COUNTY may provide for the issuance and sale of the bonds in two series. One series of bonds may be sold to the MMBA as part of the DWRP program and the other series may be sold by competitive or negotiated sale as authorized by law. In the event two series of bonds are issued, then the amounts of the annual principal installments may be adjusted by the Board and the principal and interest payment dates related to a second series of bonds may be the same as or different from the principal and interest payment dates related to bonds sold to the MMBA. The Board shall notify the LOCAL UNITS of such adjustments as provided in Section 10 hereof.

From time to time as the Board is billed by the paying agent for the bonds to be issued for its services as paying/transfer agent/registrar for the bonds, and as other costs and expenses accrue to the Board from handling of the payments made by the LOCAL UNITS, or from other actions taken in connection with the Project, the Board shall promptly notify the LOCAL UNITS of the amount of such paying agent fees and other costs and expenses, and the LOCAL UNITS shall promptly remit to the Board sufficient funds to meet such fees and other costs and expenses.

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

It is further understood that in the event that principal amount of the bonds to be sold is reduced as provided in Section 16 of the Contract, then the annual principal installments shall be adjusted by the COUNTY acting through the Board and the Board shall notify the LOCAL UNITS of such adjustments as provided in the following paragraph.

10. The Board shall, within thirty (30) days after the delivery of the COUNTY bonds hereinbefore referred to, furnish the LOCAL UNITS with a complete schedule of maturities of principal and interest thereon, and the Board shall also, at least thirty (30) days prior to each principal and/or interest installment due date, advise the LOCAL UNITS, in writing, of the exact amount of principal and/or interest due on the COUNTY bonds on the next succeeding

bond principal and/or interest due date, and payable by the LOCAL UNITS on the first day of the month immediately preceding, as hereinbefore provided. Failure of the Board to notify the LOCAL UNITS of any such payment shall not relieve the LOCAL UNITS of the obligation to make such payment.

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

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

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

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

14. In the event a LOCAL UNIT shall fail for any reason to pay to the Board at the times specified the amounts required to be paid by the provisions of this contract, the Board shall immediately give notice of such default and the amount thereof, in writing, to the LOCAL UNIT'S Treasurer, the Treasurer of the COUNTY, the Treasurer of the State of Michigan, and such other officials charged with disbursement to the LOCAL UNIT of funds returned by the State and now or hereafter under the Act available for pledge as provided in this Section and in Section 17 of the Act, and if such default is not corrected within ten (10) days after such

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

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

16. If after construction bids are let the proceeds of the sale of the bonds to be issued by the COUNTY are for any reason insufficient to complete the Project, the COUNTY shall be automatically authorized to issue additional bonds in an aggregate principal amount sufficient to complete the Project, and the annual payments required to be made by the LOCAL UNITS shall also be increased in an amount so that the total payments required to be made as increased will be sufficient to meet the annual principal and interest requirements on the bonds herein authorized, plus the additional bonds to be issued. Any such additional bonds shall in all respects comply with the requirements of the Act, and any increases in the annual payments shall be made in the manner and at the times specified in this contract. In lieu of said additional bonds, the LOCAL UNITS may pay over to the Board in cash sufficient money to complete the Project.

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

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

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

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

20. This contract shall remain in full force and effect for a period of forty (40) years from the date hereof, or until such time as all bonds issued by the COUNTY to finance the Project are paid in full. At such time within said forty-year term as all of said bonds are paid, this contract shall be terminated and ownership of the Project shall revert to the CITY OF ALGONAC, unless at that time there are other bonds outstanding of the COUNTY relative to the System or there are other contractual arrangements among the LOCAL UNITS and the COUNTY. In any event, the obligations of the LOCAL UNITS to make payments required by Section 9 of this contract shall be terminated at such time as all of said bonds are paid in full, together with any deficiency or penalty thereon.

21. The parties hereto hereby expressly agree that the COUNTY shall not be liable for and the LOCAL UNITS shall pay, indemnify and save the COUNTY harmless of, from and against all liability of any nature whatever regardless of the nature in which such liability may arise, for any and all claims, actions, demands, expenses, damages, and losses of every conceivable kind, whatsoever (including, but not limited to, liability for injuries to or death of persons and damages to or loss of property) asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with ownership, acquisition, construction, operation, maintenance and repair of the Project, this contract, or the issuance, sale and delivery of the bonds herein described. It is the intent of the parties that the COUNTY be held harmless by the LOCAL UNITS from liability for such claim, actions, demands, expenses, damages and losses, however caused or however arising including, but not limited to, to the extent prohibited by law, such claims, actions, demands, expenses, damages and losses even though caused, occasioned or contributed to by negligence, sole or

concurrent, of the COUNTY or by negligence for which the COUNTY may be held liable. In any action or proceeding brought about by reason of any such claim or demand, the LOCAL UNITS will also pay, indemnify and save the COUNTY harmless from and against, all costs, reasonable attorneys' fees, and disbursements of any kind or nature incidental to or incurred in said defense, and will likewise pay all sums required to be paid by reason of said claims, demands or any of them, in the event it is determined that there is any liability on the part of the COUNTY. Upon the entry of any final judgment by a court of competent jurisdiction or a final award by an arbitration panel against the COUNTY on any claim, action, demand, expense, damage or loss contemplated by this Section and notwithstanding that the COUNTY has not paid the same, the LOCAL UNITS shall be obligated to pay to the COUNTY upon written demand therefor, the amount thereof not more than sixty (60) days after such demand is made. In the event that any action or proceeding is brought against the COUNTY by reason of any such claims or demands, whether said claims or demands are groundless or not, the LOCAL UNITS shall upon written notice and demand from the COUNTY, resist and defend such action or proceeding in behalf of the COUNTY but will not settle any such action in the proceeding without written consent of the COUNTY. Notwithstanding the foregoing, nothing contained in this Section shall be construed to indemnify or release the COUNTY against or from any liability which it would otherwise have arising from the wrongful or negligent actions or failure to act on the part of the COUNTY'S employees, agents or representatives with respect to matters not related to the ownership, acquisition, construction, operation, maintenance or repair of the Project, this contract or the issuance, sale or delivery of the bonds herein described.

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

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

23. This contract shall become effective upon approval by the legislative body of each LOCAL UNIT, by the Board of Public Works of the COUNTY and by the Board of Commissioners of the COUNTY, and when duly executed by the Mayor and the City Clerk of the CITY OF ALGONAC, by the Supervisor and Township Clerk of the TOWNSHIP OF CLAY and by the Chairman and the Secretary of the Board of Public Works for and on behalf of the COUNTY. This contract may be executed in several counterparts.

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

COUNTY OF ST. CLAIR
By the Board of Public Works

By William Blumel
Chairman

By Timothy J. LeTonde
Secretary

CITY OF ALGONAC

By Raymond J. Martin
Mayor

By Roseann Perreone
City Clerk

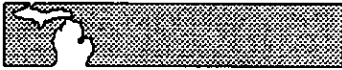
TOWNSHIP OF CLAY

By Jan E. Mann
Supervisor

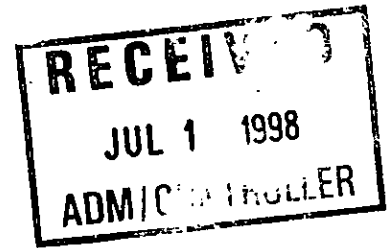
By Michael P. Off
Township Clerk

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

Bendzinski & Co.



municipal finance advisors



June 29, 1998

Mr. Don Keim
Miller, Canfield, Paddock and Stone, P.L.C.
150 W. Jefferson
Suite 2500
Detroit, MI 48226

RE: \$7,900,000 County of St. Clair, State of Michigan, St. Clair County Water Supply System No. X, City of Algonac and Clay Township System, (Limited Tax General Obligation)

Dear Don:

We are enclosing the following, on the above referenced issue:

1. An Estimate of Cost;
2. A Schedule Debt Service Requirements assuming sale of the bonds to the State;
3. A Schedule Debt Service Requirements assuming sale of the bonds on the open market;
4. A Schedule of Debt Service, Millage and Rate Requirements, and;
5. Bond specifications.

We ask all parties to please note that, pursuant to our discussions earlier today with bond counsel and the engineer's regarding the bidding climate and the abundance of work presently being bid, we are all in concurrence that the bonds should be authorized in an amount of "NOT TO EXCEED" \$7,900,000. We believe this amount will allow the engineers to take bids, and if unfavorable bids are received, the City and the Township will be able to proceed with the bond sale(s) WITHOUT having to go back through the authorization process again with the County. We are also requesting that Don Keim provide in the financing Contract and the Bond Resolution that the County DPW can reduce the size of the bond issue based on the actual construction bids. We have, therefor, prepared the above schedules on the basis of the "Not to Exceed" bond issue size of \$7,900,000.

**One Kennedy Square • 719 Griswold • Suite 2130 • Detroit, Michigan 48226-3333
(313) 961-8222 • FAX (313) 961-8220 • e-mail: bendzin@ibm.net**

Bendzinski & Co.

Mr. Don Keim

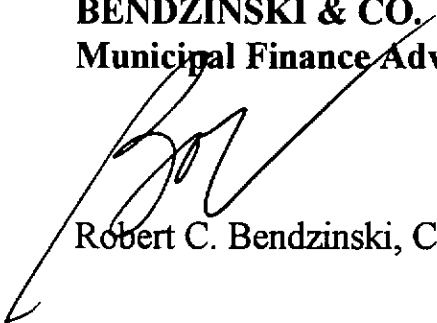
June 29, 1998

Please prepare the necessary resolutions, documents, etc. and forward them to appropriate parties at the City and the Township, the Road Commission and the County so that they may adopt the same. We will be forwarding, in the near future, the Notice of Intent to Issue an Obligation to all of the required parties for signature by the appropriate officials.

Should you have any questions or require any additional information, please do not hesitate to call.

Sincerely,

BENDZINSKI & CO.
Municipal Finance Advisors



Robert C. Bendzinski, CIPFA

RCB

Enclosures

cc: Janet Kitamura
Sandy Bellinger
Don Dodge
Marilyn S. Manning
Jon E Manos
Tom Clemons, Jr.
John B. McNamee
Bill Danhof
Amy S. Davis
Ken Kingsley

Bondzinski & Co.**municipal finance advisors**

\$7,900,000
 COUNTY OF ST. CALAIR, STATE OF MICHIGAN
 ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. X
 CITY OF ALGONAC AND CLAY TOWNSHIP SYSTEM
 (GENERAL OBLIGATION LIMITED TAX)

ESTIMATE OF COST

	<u>AMOUNT</u>
Construction	\$5,935,000
General Conditions	593,500
Land, Right of Way, Survey & Legal	0
Site Improvement	0
Engineering Fees:	0
Design	\$325,500
Inspection	346,000
Total Engineering Fees	671,500
Contingencies	599,594
Cost of Issuance:	
Bond Counsel	\$35,000
Financial Advisor	17,950
Local Attorney	10,000
Official Statement	0
Rating Fees	0
Credit Enhancement	0
Accountants Fees	0
DPW Administration Fees	10,000
Bond Discount (2%)	0
Printing and Publishing	4,500
Special Assessment Proceedings	0
	77,450
Capitalized Interest (__ months @ __%)	0
Other:	
User Charge System	\$10,956
Project Plan	12,000
	0
	<u>22,956</u>
Total Project Cost	\$7,900,000
Less: Funds on Hand	\$0
Grants/Loans	0
	<u>0</u>
Amount of Bond Issue	<u>\$7,900,000</u>

rcb/06/29/98/123/98009.wk4/eoc

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 Suite 2130, Detroit, Michigan 48226-3333
 PHONE: (313) 961-8222 FAX: (313) 961-8220**

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\$7,900,000
 COUNTY OF ST. CALAIR, STATE OF MICHIGAN
 ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. X
 CITY OF ALGONAC AND CLAY TOWNSHIP SYSTEM
 (GENERAL OBLIGATION LIMITED TAX)
 (DRINKING WATER REVOLVING FUND)

SCHEDULE OF DEBT SERVICE REQUIREMENTS

Fiscal Year Beg'n July 1	Principal Due 01-Oct	Interest Rate	Interest Due 01-Oct	Interest Due NEXT 01-Apr	Total Principal & Interest Requirements	SHARE OF DEBT SERVICE	
						City of Algonac 37.50%	Township of Clay 62.50%
1998	\$0.00	2.500%	\$0.00	\$100,395.83 *	\$100,395.83	\$37,648.44	\$62,747.40
1999	0.00	2.500%	98,750.00	98,750.00	197,500.00	74,062.50	123,437.50
2000	300,000.00	2.500%	98,750.00	95,000.00	493,750.00	185,156.25	308,593.75
2001	325,000.00	2.500%	95,000.00	90,937.50	510,937.50	191,601.56	319,335.94
2002	325,000.00	2.500%	90,937.50	86,875.00	502,812.50	188,554.69	314,257.81
2003	325,000.00	2.500%	86,875.00	82,812.50	494,687.50	185,507.81	309,179.69
2004	350,000.00	2.500%	82,812.50	78,437.50	511,250.00	191,718.75	319,531.25
2005	350,000.00	2.500%	78,437.50	74,062.50	502,500.00	188,437.50	314,062.50
2006	350,000.00	2.500%	74,062.50	69,687.50	493,750.00	185,156.25	308,593.75
2007	375,000.00	2.500%	69,687.50	65,000.00	509,687.50	191,132.81	318,554.69
2008	375,000.00	2.500%	65,000.00	60,312.50	500,312.50	187,617.19	312,695.31
2009	400,000.00	2.500%	60,312.50	55,312.50	515,625.00	193,359.38	322,265.63
2010	400,000.00	2.500%	55,312.50	50,312.50	505,625.00	189,609.38	316,015.63
2011	400,000.00	2.500%	50,312.50	45,312.50	495,625.00	185,859.38	309,765.63
2012	425,000.00	2.500%	45,312.50	40,000.00	510,312.50	191,367.19	318,945.31
2013	425,000.00	2.500%	40,000.00	34,687.50	499,687.50	187,382.81	312,304.69
2014	425,000.00	2.500%	34,687.50	29,375.00	489,062.50	183,398.44	305,664.06
2015	450,000.00	2.500%	29,375.00	23,750.00	503,125.00	188,671.88	314,453.13
2016	450,000.00	2.500%	23,750.00	18,125.00	491,875.00	184,453.13	307,421.88
2017	475,000.00	2.500%	18,125.00	12,187.50	505,312.50	189,492.19	315,820.31
2018	475,000.00	2.500%	12,187.50	6,250.00	493,437.50	185,039.06	308,398.44
2019	500,000.00	2.500%	6,250.00	0.00	506,250.00	189,843.75	316,406.25
	<u>\$7,900,000.00</u>		<u>\$1,215,937.50</u>	<u>\$1,217,583.33</u>	<u>\$10,333,520.83</u>	<u>\$193,753.52</u>	<u>\$322,922.53</u>

ASSUMPTIONS

Bonds Dated	09/28/98
Principal Due	10/01
First Interest Payment	04/01/99
Number of days for first interest payment	183
Subsequent Interest Payment Date	10/01/99
Number of days	180
Interest Rate	2.50%

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 Michigan 48226-3333 PHONE: (313) 961-8222 FAX: (313) 961-8220**

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Bendzinski & Co.**municipal finance advisors**

\$7,900,000

COUNTY OF ST. CALAIR, STATE OF MICHIGAN
 ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. X
 CITY OF ALGONAC AND CLAY TOWNSHIP SYSTEM
 (GENERAL OBLIGATION LIMITED TAX)

SCHEDULE OF DEBT SERVICE REQUIREMENTS

Fiscal Year Beg'n July 1	Principal Due 01-Oct	Interest Rate	Interest Due 01-Oct	Interest Due NEXT 01-Apr	Total Principal & Interest Requirements	SHARE OF DEBT SERVICE	
						City of Algonac 37.50%	Township of Clay 62.50%
1998	\$0.00	6.000%	\$0.00	\$276,500.00	\$276,500.00	\$103,687.50	\$172,812.50
1999	0.00	6.000%	237,000.00	237,000.00	474,000.00	177,750.00	296,250.00
2000	300,000.00	6.000%	237,000.00	228,000.00	765,000.00	286,875.00	478,125.00
2001	325,000.00	6.000%	228,000.00	218,250.00	771,250.00	289,218.75	482,031.25
2002	325,000.00	6.000%	218,250.00	208,500.00	751,750.00	281,906.25	469,843.75
2003	325,000.00	6.000%	208,500.00	198,750.00	732,250.00	274,593.75	457,656.25
2004	350,000.00	6.000%	198,750.00	188,250.00	737,000.00	276,375.00	460,625.00
2005	350,000.00	6.000%	188,250.00	177,750.00	716,000.00	268,500.00	447,500.00
2006	350,000.00	6.000%	177,750.00	167,250.00	695,000.00	260,625.00	434,375.00
2007	375,000.00	6.000%	167,250.00	156,000.00	698,250.00	261,843.75	436,406.25
2008	375,000.00	6.000%	156,000.00	144,750.00	675,750.00	253,406.25	422,343.75
2009	400,000.00	6.000%	144,750.00	132,750.00	677,500.00	254,062.50	423,437.50
2010	400,000.00	6.000%	132,750.00	120,750.00	653,500.00	245,062.50	408,437.50
2011	400,000.00	6.000%	120,750.00	108,750.00	629,500.00	236,062.50	393,437.50
2012	425,000.00	6.000%	108,750.00	96,000.00	629,750.00	236,156.25	393,593.75
2013	425,000.00	6.000%	96,000.00	83,250.00	604,250.00	226,593.75	377,656.25
2014	425,000.00	6.000%	83,250.00	70,500.00	578,750.00	217,031.25	361,718.75
2015	450,000.00	6.000%	70,500.00	57,000.00	577,500.00	216,562.50	360,937.50
2016	450,000.00	6.000%	57,000.00	43,500.00	550,500.00	206,437.50	344,062.50
2017	475,000.00	6.000%	43,500.00	29,250.00	547,750.00	205,406.25	342,343.75
2018	475,000.00	6.000%	29,250.00	15,000.00	519,250.00	194,718.75	324,531.25
2019	500,000.00	6.000%	15,000.00	0.00	515,000.00	193,125.00	321,875.00
	<u>\$7,900,000.00</u>		<u>\$2,918,250.00</u>	<u>\$2,957,750.00</u>	<u>\$13,776,000.00</u>	<u>\$258,300.00</u>	<u>\$430,500.00</u>

ASSUMPTIONS

Bonds Dated	09/01/98
Principal Due	10/01
First Interest Payment	04/01/99
Number of days for first interest payment	210
Subsequent Interest Payment Date	10/01/99
Number of days	180
Interest Rate	6.00%
rcb/06/29/98/123/98009.wk4/openmkt	

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\$,7,900,000

COUNTY OF ST. CALAIR, STATE OF MICHIGAN
 ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. X
 CITY OF ALGONAC AND CLAY TOWNSHIP SYSTEM
 (GENERAL OBLIGATION LIMITED TAX)
 (DRINKING WATER REVOLVING FUND)

SCHEDULE OF DEBT SERVICE, MILLAGE AND RATE RWEQUIREMENTS

Fiscal Year Beg'n July 1	City of Algonac Share of Debt Service 37.50%	Millage Alternative		Rates and Millage Alternative	
		Taxable (1) Value In \$1,000	Annual (2) Millage Required	Annual (2) Millage Required	Rate (3) Required per 1,000 gals.
1998	\$37,648.44	\$74,000	\$0.51	\$0.31	\$0.12
1999	74,062.50	75,480	0.98	0.59	0.23
2000	185,156.25	76,990	2.40	1.44	0.57
2001	191,601.56	78,529	2.44	1.46	0.59
2002	188,554.69	80,100	2.35	1.41	0.58
2003	185,507.81	81,702	2.27	1.36	0.57
2004	191,718.75	83,336	2.30	1.38	0.59
2005	188,437.50	85,003	2.22	1.33	0.58
2006	185,156.25	86,703	2.14	1.28	0.57
2007	191,132.81	88,437	2.16	1.30	0.59
2008	187,617.19	90,206	2.08	1.25	0.58
2009	193,359.38	92,010	2.10	1.26	0.60
2010	189,609.38	93,850	2.02	1.21	0.59
2011	185,859.38	95,727	1.94	1.16	0.58
2012	191,367.19	97,641	1.96	1.18	0.59
2013	187,382.81	99,594	1.88	1.13	0.58
2014	183,398.44	101,586	1.81	1.08	0.57
2015	188,671.88	103,618	1.82	1.09	0.58
2016	184,453.13	105,690	1.75	1.05	0.57
2017	189,492.19	107,804	1.76	1.05	0.59
2018	185,039.06	109,960	1.68	1.01	0.57
2019	189,843.75	112,159	1.69	1.02	0.59
	<u>\$3,875,070.31</u>	<u>\$2,020,125</u>	<u>\$1.92</u>	<u>\$1.15</u>	<u>\$0.60</u>

ASSUMPTIONS

(1) Based on Taxable Value of:	\$74,000,000			
T. V. Growth Rate	102.00%			
(2) Based on Debt Recovery from Millage		100.00%	60.00%	
(3) Based on Debt Recovery from Rates and annual billable flows in 1,000 gallons of:				40.00%
				129,157

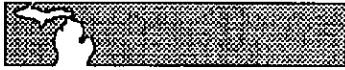
rcb/06/29/98/123/98009.wk4/millage

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Bendzinski & Co.



municipal finance advisors

\$7,900,000

COUNTY OF ST. CLAIR, STATE OF MICHIGAN
ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. X
CITY OF ALGONAC AND CLAY TOWNSHIP SYSTEM
(LIMITED TAX GENERAL OBLIGATION)

Dated: As of date of delivery **Maximum Interest Rate:** 2.50%
Principal Due: October 1, Serially **Denomination:** Use DWRP Language
Registration: Book-Entry-Only **Qualified Tax Exempt Obligations:** N/A

MATURITIES

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2000	\$300,000	2005	\$350,000	2010	\$400,000	2015	\$450,000
2001	325,000	2006	350,000	2011	400,000	2016	450,000
2002	325,000	2007	375,000	2012	425,000	2017	475,000
2003	325,000	2008	375,000	2013	425,000	2018	475,000
2004	350,000	2009	400,000	2014	425,000	2019	500,000

REGISTRATION, TRANSFER AND PAYING AGENT: Principal (October 1) and Interest (April 1 and October 1) shall be payable to the State of Michigan. The first interest payment will be due April 1, 1998.

OPTIONAL BONDS: Bonds shall be subject to redemption prior to maturity, at the option of the County, subject to the approval of the Michigan Municipal Bond Authority.

PURPOSE: The Bonds are being issued for the purpose of defraying the cost of constructing a improvements to the City of Algonac's existing water treatment plant, making improvements to the City's existing water distribution system and improvements to the Township of Clay's existing water distribution system, including all necessary appurtenances and site improvements necessary to complete the project.

LEGALITY: The unqualified approving opinion of Miller, Canfield, Paddock and Stone, P.L.C., attorneys of Detroit, Michigan, will be furnished without expense to the original purchaser of the Bonds. A copy of the opinion will be printed on the reverse side of each Bond.

QUALIFIED TAX-EXEMPT OBLIGATIONS: Please provide that the County will NOT designate the Bonds as "qualified tax-exempt obligations" for purposes of deduction of interest expense by financial institutions under the provisions of the Tax Reform Act of 1986.

RCB/06/29/98/Z:AMIDOCs/98009/BS.SAM

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RESOLUTION 98-30

AUTHORIZING SUBMISSION OF A MICHIGAN COMMUNITY DEVELOPMENT
BLOCK GRANT, GOVERNOR'S CAREER SCHOLARSHIP PROGRAM
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 Governor's Career Scholarship Program Grant Application in accordance with the program guidelines.

NOW, THEREFORE, BE IT RESOLVED:

1. That the St. Clair County Board of Commissioners authorizes the submission of a Community Development Block Grant-Governor's Career Scholarship Program Grant Application for an amount not to exceed \$151,500 to be used to provide scholarships to low and moderate income students at St. Clair County Community College who enroll in high-wage, high-skills, high-demand training occupations as identified in the grant application;
2. That the County of St. Clair authorizes Judith Keegan to sign the grant application forms;
3. That the Macomb/St. Clair Workforce Development Board, Inc. will be the administrative agent for the Governor's Career Scholarship Program;
4. That the Macomb/St. Clair Workforce Development Board, Inc. shall be responsible for all grant fund payment requests, receipt of all grant funds, and disbursement of grant funds.

DATED: July 29, 1998

Reviewed and Approved by:



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



RESOLUTION 98-29

URGING THE UNITED STATES DEPARTMENT OF ENERGY TO REFRAIN FROM
TRANSPORTING WEAPONS-USABLE FISSILE MATERIAL THROUGH MICHIGAN
AND ST. CLAIR COUNTY IN PARTICULAR

WHEREAS, the United States Department of Energy is studying transportation options for moving weapons-usable fissile materials, including plutonium, for disposition. One of the three options under consideration is transporting the nuclear materials and fuel to Canada through Michigan utilizing the Blue Water Bridge at Port Huron; and

WHEREAS, there are many problems with transporting volatile and carcinogenic materials. The security and environmental risks are considerable and utilizing the Blue Water Bridge route would jeopardize the population of St. Clair County and the water supply of the Great Lakes; and

WHEREAS, there are many other suitable access points than the international water boundaries of Michigan. The western portions of the continent offer access that is much easier to secure and does not involve transportation through as many densely populated areas.

NOW, THEREFORE, BE IT RESOLVED, by the St. Clair County Board of Commissioners, that we urge the United States Department of Energy to refrain from transporting weapons-usable fissile materials through Michigan and St. Clair County; and

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the United States Department of Energy Office of Fissile Materials Disposition and each of our appropriate federal and state elected officials.

DATED: July 22, 1998

Reviewed and Approved by:

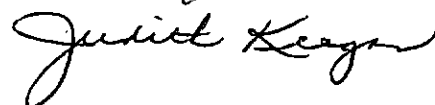


ELWOOD L. BROWN
County Corporation Counsel
301 County Building
Port Huron, MI 48060









RESOLUTION 98-28 -b

AUTHORIZING ISSUANCE OF LETTER OF CREDIT FOR ACCOUNT
OF COUNTY OF ST. CLAIR

WHEREAS, the County of St. Clair is the owner of certain land in the Township of Kimball, State of Michigan, which is the site of the Smiths Creek Landfill; and

WHEREAS, Part 115 of Public Act 451 of 1994, as amended, requires, as a condition for continued licensing of a sanitary landfill, that a bond in the amount of One Million Dollars (\$1,000,000.00) be posted with the Michigan Department of Environmental Quality.

WHEREAS, the Michigan Department of Environmental Quality has authorized and agreed that a Letter of Credit in the amount of One Million Dollars (\$1,000,000.00) in favor of the Michigan Department of Environmental Quality for the account of the County of St. Clair may be posted in lieu of a bond; and

WHEREAS, Maureen Ruff, Treasurer, County of St. Clair executed and delivered unto Michigan National Bank, a Standby Letter of Credit Application and Agreement, dated July 15, 1998, a copy of which is attached hereto as Exhibit "A", requesting Michigan National Bank to issue a Standby Letter of Credit in the amount of One Million Dollars (\$1,000,000.00) in favor of the Michigan Department of Environmental Quality for the account of the County of St. Clair.

WHEREAS, Michigan National Bank has requested a Resolution of this Board in support of the procurement of said Irrevocable Letter of Credit and to authorize, ratify and confirm the actions of the County of St. Clair and of Maureen Ruff, Treasurer, County of St. Clair, in procuring said Irrevocable Letter of Credit, including but not limited to the execution and delivery of said Standby Letter of Credit of Application and Agreement unto Michigan National Bank.

NOW, THEREFORE, BE IT RESOLVED, that

1) The execution and delivery of that certain Standby Letter of Application and Agreement dated July 15, 1998 by Maureen Ruff, Treasurer, County of St. Clair, unto Michigan National Bank and the procurement of Irrevocable Letter of Credit from Michigan National Bank in favor of the Michigan Department of Environmental Quality for the account of the County of St. Clair, and any and all liabilities and obligations of the County of St. Clair arising under or pursuant to the foregoing, are hereby authorized, ratified and confirmed by this Board, and the full faith and credit of the County of St. Clair is hereby offered in support of said Letter of Credit.

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

DATED: July 22, 1998

Reviewed and Approved by:



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





L/C No. _____
(FOR BANK USE ONLY)

Application and Agreement for Irrevocable Standby Letter of Credit

TO: Michigan National Bank
Attn: International Division
27777 Inkster Road
Farmington Hills, MI 48334

Date: July 15, 1998

APPLICANT

Please issue an Irrevocable Standby Letter of Credit as set forth below and forward same to ~~Beneficiary~~ by:

- Mail
- Overnight Mail
- or
- Return Original to Loan Officer
- Hold for Applicant pick-up

<p align="center"><u>Beneficiary</u></p> Director, Michigan Department of Environmental Quality c/o Division Chief, Waste Management Div. P.O. Box 30241 Lansing, MI 48909-7741	<p align="center"><u>Applicant</u></p> County of St. Clair County Building 201 McMorran Blvd. Port Huron, MI 48060
Expiration Date: <u>August 4, 2000</u>	<p align="center"><u>Amount</u></p> In Figures <u>\$1,000,000.00</u> In Words <u>One Million Dollars</u>

Relative To:

Clean Letter of Credit - No documents other than draft required

Draft(s) to be accompanied by:

Applicant understands that this Credit is subject to and Applicant agrees to be bound by the Terms and Conditions set forth on the reverse side of this Application and Agreement.

Except so far as otherwise expressly stated herein, this Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication Number 500, and to the Michigan Uniform Commercial Code, MCL 440.1101 et. seq.

MUST BE COMPLETED BY LOAN OFFICER
 Loan Officer John S. Brian
 Mail Code 05-53 Phone No. (810) 987-1849 Cost Center 052010

FEE'S PAYABLE UPON ISSUANCE
 LC Fee Rate To be paid in total \$5,000.00
0.25% annually - \$2,500.00

Check Attached
 Backed by Cash Yes No
 Disbursement No _____

04011 (12/93)

County of St. Clair
(Name of Applicant)

By: [Signature]
 (Authorized Signature) Malcolm Buff (Title)
County Treasurer

Michigan National Bank

By: [Signature]
 (Authorized Signature) John S. Brian (Title)
Relationship Manager

Terms and Conditions

In this agreement, the words you and your shall mean Michigan National Bank, and the words we, us and our shall mean the "Applicant" identified on the reverse side hereof.

In consideration of your issuing your Irrevocable Standby Letter of Credit ("Letter of Credit" or "Credit") at our request, we agree with you as follows:

1. We will pay you on demand at your address specified in the Application on the reverse side hereof in same day funds the amount of each draft or other request for payment ("Draft") drawn under the Letter of Credit, except that if such Draft is drawn in a currency other than United States currency, we shall pay the equivalent in United States currency, at your then selling rate for cable transfers to the place where the Draft is payable, of such amount in such other currency; or, at your option, will pay you in such other currency in a place, form and manner acceptable to you. We authorize you to charge any of our accounts with you for all monies paid by you or for which you become liable under the Letter of Credit.

2. We shall pay you on demand (in such currency as would be payable, and if applicable, at such equivalent in United States currency as would be used, in respect of Drafts drawn under any Letter of Credit under Section 1 above): (a) interest on all amounts remaining unpaid under Section 1 from time to time at a variable rate of interest equal to three percent (3%) above your prime rate of interest established from time to time, or at such other rate as may be specified in any promissory note executed and delivered by us to you pursuant to this Agreement, but in no event shall the interest charged to us be in excess of the maximum rate permitted by applicable law; (b) commissions in respect of the Letter of Credit as we may agree with you, and in the absence of such agreement, such commissions as you may reasonably determine from time to time; and (c) all expenses which you may pay or incur in connection with the Letter of Credit.

3. Neither you nor your correspondents shall be responsible in any way for performance by any beneficiary of its obligations to us, nor the form, sufficiency, correctness, genuineness, or authority of any person signing, or for the falsification or legal effect of any documents called for under the Letter of Credit, if such documents, on your good faith examination, appear on their face to comply with the Letter of Credit. Further, any action, inaction, or omission taken or suffered by you or any of your correspondents under or in connection with the Letter of Credit or any Drafts, documents, or property relative to such Credit, if in good faith and conformity with the law governing this Agreement, shall be binding upon us and neither you nor any of your correspondents shall be liable to us as a result of such action, inaction or omission. Without limiting the generality of the foregoing, you and your correspondents may (a) act in reliance upon any oral, telephonic, telegraphic, electronic or written request or notice believed in good faith to have been authorized by us, whether or not given or signed by an authorized person; and (b) receive, accept or pay as complying with the terms of the Letter of Credit any Drafts or other documents, otherwise in order, which may be signed by, or issued to, any person determined by you in good faith to be authorized to present Drafts under the Letter of Credit. All directions and correspondence relating to the Letter of Credit are to be sent at our risk, and you do not assume any responsibility for any inaccuracy, interruption, error or delay in transmission or delivery or for any inaccuracy in translation.

4. Upon or at any time after the happening of any of the following "events of default," the amount of the Letter of Credit, as well as any and all other of our obligations under this Agreement, shall at your option and without further demand upon or notice to us, become due and payable immediately: (a) nonpayment when due of any of our obligations under this Agreement or otherwise; (b) our failure to perform or observe any other term or covenant of this Agreement; (c) the dissolution or termination of our existence; (d) institution by or against us of any proceeding seeking to adjudicate us bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of our business or our debts under any law relating to bankruptcy, insolvency, or reorganization, or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian, or other similar person for us or for any substantial part of our property; (e) any seizure, vesting or intervention by or under the authority of a government by which our management is displaced or its authority in the control of its business is curtailed; (f) the attachment or restraint as to any funds or other property which may be in or come into your possession or control, or the possession or control of any third party acting on your behalf, for our account or benefit, or the issuance of any court order or other legal process against the same; or (g) the occurrence of any of the above events of default with respect to any person or entity which has guaranteed any of our obligations.

5. The balance of any deposit account we have with you, any claim we have against you and all property belonging to us which is now or subsequently in your possession for any purpose, is hereby made security for any and all of our liabilities and obligations to you under this Agreement. If at any time, and from time to time, you require collateral or additional collateral, we shall, upon demand, assign and deliver to you as security for any and all liabilities and obligations we have now or hereafter may have under this Agreement collateral of a type and value satisfactory to you.

6. We shall comply with all foreign and United States laws, rules and regulations now or hereafter applicable to the Credit and to our execution, delivery, and performance of this Agreement.

7. We will indemnify you from and against (a) all loss or damage to you arising out of your issuance of, or any other action taken by you in connection with, the Letter of Credit, other than loss or damage resulting from your gross negligence or willful misconduct; and (b) all costs and expenses, including reasonable attorneys fees and legal expenses, all claims or legal proceedings arising out of your issuance of the Letter of Credit or incident to the collection of amounts we owe under this Agreement or the enforcement of your rights hereunder, including, without limitation, legal proceedings relating to any court order, injunction, or other process or decree restraining or seeking to restrain you from paying any amount under the Letter of Credit. Upon the occurrence and during the continuance of any event of default, you are hereby authorized to set off and apply any and all of our deposits at any time held by you and any other indebtedness at any time owing by you to us or for our credit or account against any and all of the liabilities and obligations we now or hereafter may have under this Agreement. The setoff rights granted in this paragraph shall be in addition to any and all other rights and remedies which you may have against us or our property under this or any other agreement with us or which you may have by law or in equity.

8. This Agreement shall be binding upon us, our successors and assigns, and shall benefit you, your successors, transferees and assigns. Each person signing this Agreement as "Applicant" shall be liable jointly and severally to you.

9. The Uniform Customs and Practice for Documentary Credits as most recently published by the International Chamber of Commerce (the "UCP") shall be deemed part of this Agreement and shall apply to the Letter of Credit. This Agreement shall be governed by and construed in accordance with the laws of the state of Michigan, including without limitation the Michigan Uniform Commercial Code, as it may be amended from time to time, the laws of the United States of America, and to the extent that it is not inconsistent therewith, by the UCP.

10. Increased Costs. If reserve or capital requirements, or any similar requirements or restrictions to which you are or may become subject are hereafter imposed upon you by statute, regulation, or rule, or are determined or held to be applicable to you with respect to this Agreement or to the Letter of Credit, at any time and from time to time by any court, government or governmental authority having jurisdiction over you, which would materially increase the costs to you of continuing the Letter of Credit, then you may, upon thirty (30) days prior written notice to us, adjust your fee so as to compensate you for any resulting cost increase in order to preserve to you the fee return in effect at the inception of this Agreement; provided, however, that no such fee adjustment shall be made if we replace the Letter of Credit within thirty days of your notice hereunder, thereby terminating your liability under the Letter.

RESOLUTION 98-28 - A

RESCINDING RESOLUTION 98-17 AND
PLACING THE SENIOR CITIZENS MILLAGE
ON THE AUGUST 3, 1998 PRIMARY ELECTION BALLOT

WHEREAS, the St. Clair County Board of Commissioners recognizes the need for continued financing of Senior Citizens Services; and

WHEREAS, the County of St. Clair is authorized by Public Act 39 of 1976, being MCL 400-571, to submit a millage proposition to the electorate at a regularly scheduled election to levy up to one (1) mill for services to older citizens; and

WHEREAS, the Board of Commissioner on April 22, 1998 adopted Resolution 98-17 Placing the Renewal of the Senior Citizens Millage on the August Primary Election Ballot, and said Resolution had ballot language which was inconsistent with State Statute MCLA 211.34d.

NOW, THEREFORE, BE IT RESOLVED THAT:

1) The St. Clair County Clerk is hereby directed to place before the electorate of the County of St. Clair, at the August 1998 Primary Election, the following proposal:

SENIOR CITIZENS MILLAGE

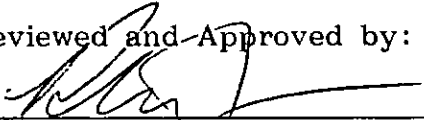
Shall the present Senior Citizens Millage of .4694 of a mill per year, being the original millage of .5 of a mill per year reduced pursuant to MCLA 211.34d, be renewed and an increase of .0306 mills per year be approved, for a period of four (4) years, being 1998 through 2001, to be used and disbursed for the sole purpose of providing services for senior citizens in the County of St. Clair?

2) The said millage election is to be set on the date of the August Primary Election, August 3, 1998.

3) Resolution 98-17 is hereby rescinded.

DATED: June 17, 1998

Reviewed and Approved by:


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



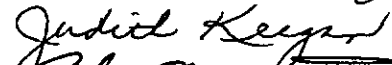
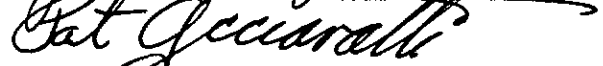

Lee Masten



Tom Wismer



Tom Bacon

Judith Keyser
Pat Giacchetti
Lee Masten

RESOLUTION 98-27

RESCINDING RESOLUTION 97-35 AND
ESTABLISHING A NEW FIVE (5) MEMBER
AIRPORT COMMISSION AND DESIGNATING
TERMS OF OFFICE

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; and

WHEREAS, on July 23, 1997, Resolution 97-35 was adopted by the St. Clair County Board of Commissioners, which rescinded the April 18, 1956 Board of Supervisors Resolution establishing the St. Clair County Airport Commission and creating a new Airport Commission consisting of five (5) members; and

WHEREAS, Resolution 97-35 established the membership of the St. Clair County International Airport Commission consisting of three 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, set the term of the General Public to be staggered terms of 6 years; and

WHEREAS, with the recent resignation of two Road Commission appointees, it is the desire of the St. Clair County Board of Commissioners to Rescind Resolution 97-35 and establish the Airport Commission to consist of a five (5) member board with three (3) members to be appointed by districts utilizing the three district map adopted by the Board of Commissioners May 4, 1984, one (1) member to be a user of the St. Clair County International Airport, and one (1) member to be appointed from the General Public of Kimball Township. Terms to be staggered three (3) year terms.

NOW, THEREFORE, BE IT RESOLVED by the St. Clair County Board of Commissioners that:

1) Resolution 97-35, adopted July 23, 1997, 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, is hereby rescinded.

2) 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.

RESOLUTION 98-26

AUTHORIZING THE COUNTY DEPARTMENT OF PUBLIC WORKS
TO PROCEED WITH PROJECT OF FINANCING AND CONSTRUCTION OF
ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. X
(CITY OF ALGONAC AND CLAY TOWNSHIP)
IN AN AMOUNT NOT TO EXCEED \$6,940,000

WHEREAS, the City of Algonac and the Township of Clay have presented to the St. Clair County Board of Public Works a request that the County of St. Clair through the St. Clair County Department of Public Works issue bonds in one or more series in the approximate aggregate total amount not to exceed \$6,940,000, payable from contractual payments to be made by the Local Units to the County of St. Clair, through said Department of Public Works, which contractual payments will be secured by a pledge of said Local Units' unlimited tax, full faith and credit, and secured secondarily by a pledge of the County's limited tax full faith and credit, said bonds to finance cost of acquiring, constructing, financing and operating necessary water system improvements to service said Local Units (the "Project"); and

WHEREAS, the St. Clair County Board of Public Works has reviewed said request and the financial and engineering aspects of the Project and has determined the same to be within the scope of the authority of said County and Department of Public Works, to be feasible if undertaken through said County agencies but not financially desirable if undertaken by said Local Units alone, and to be necessary for the public health, safety and welfare of said Local Units and their inhabitants and generally of the County; and

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

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This Board does hereby give its initial and tentative approval to the aforesaid Project and does authorize the St. Clair County Board of Public Works to undertake the financing and construction of the Project, subject, however, to final approval of this Board of Commissioners upon submission to said Board of the documents evidencing agreement between the Local Units and the St. Clair County Department of Public Works acting for and on behalf of the County of St. Clair for the acquisition, construction, financing and operation of the Project.

2. The St. Clair County Department of Public Works shall contract or cause said Local Units to contract, subject to the approval of the St. Clair County Department of Public Works, for the necessary engineering services to determine specifications and draw plans for the Project and shall enter into negotiations with the aforesaid Local Units for the execution of a contract covering the acquisition, constructing, financing and operation of the Project by the St. Clair County Department of Public Works for and on behalf of the County of St. Clair, as authorized by Act No. 185, Public Acts of Michigan, 1957, as amended.

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

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

As Financial Consultants: Bendzinski and Company
Detroit, Michigan

As Engineers: McNamee, Porter & Seeley
Detroit and Ann Arbor, Michigan

4. The Local Units shall undertake to provide by contract for the payment of all costs of retiring the necessary financing and shall further undertake to reimburse the St. Clair County Department of Public Works for all expenses incurred in connection with the Project should the financing and construction of the Project not be completed for any reason whatsoever.

5. This Board hereby estimated the total cost of constructing the Project to be not more than \$6,940,000 including all engineering fees, financing cost and contingencies, such estimate subject, however, to revision upon submission of final cost estimates or receipt of bind for the Project.

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

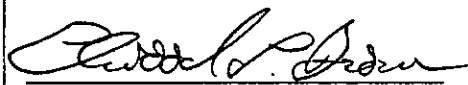
7. The Department of Public Works is hereby authorized to notify the Michigan Department of Treasury of the County's intent to issue the bonds described herein, to pay the related fee, if any, and to request an order of approval or providing an exception for the bonds from prior approval by the Department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

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

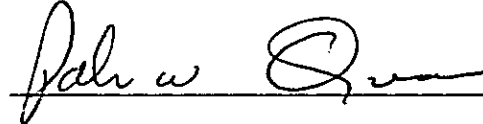
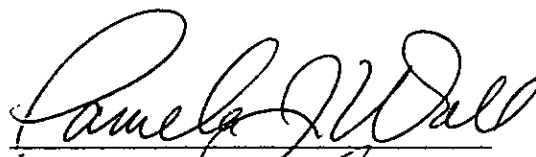
9. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution, be, and the same hereby are rescinded.

DATED: June 10, 1998

Reviewed and Approved by:



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



RESOLUTION NO. 98-11

BOARD OF PUBLIC WORKS
OF THE COUNTY OF ST. CLAIR

Minutes of a Regular meeting of the Board of Public Works of the County of St. Clair, Michigan, held in said county on the 2nd day of June, 1998, at 7:40 o'clock p.m., Eastern Daylight Time.

PRESENT: Members William Blumerich, Tim LaLonde, Leonard Hool

ABSENT: Members 0

The following preamble and resolution were offered by Member Hool and supported by Member LaLonde.

WHEREAS, the City of Algonac and the Township of Clay have presented to this Board a request that the County of St. Clair through the St. Clair County Department of Public Works issue bonds in one or more series in the approximate aggregate total amount not to exceed \$6,940,000, payable from contractual payments to be made by the Local Units to the County of St. Clair through said Department of Public Works, said bonds to finance costs of acquiring, constructing, financing and operating necessary water system improvements to service said Local Units (the "Project"); and

WHEREAS, this Board has reviewed said request and the financial and engineering aspects of the Project and has determined the same to be feasible if undertaken by the St. Clair County Department of Public Works and within the scope of the authority of

said Department of Public Works; and

WHEREAS, this Board has further determined that the Project is not financially desirable if undertaken by said Local Units alone but that said Project is necessary for the public health, safety and welfare of said Local Units and the inhabitants thereof; and

WHEREAS, this Board has further determined that the aforesaid Project is conducive to the health, safety and welfare of the County of St. Clair in general;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This Board does hereby recommend to the Board of Commissioners of the County of St. Clair that said Board of Commissioners give its approval to the aforesaid Project and authorize this Board to undertake the financing and construction of the Project, subject, however, to final approval of the Board of Commissioners upon submission to said Board of the documents evidencing agreement between the Local Units and the St. Clair County Department of Public Works acting for and on behalf of the County of St. Clair for the acquisition, construction, financing and operation of the Project. The Local Units will pledge their unlimited tax, full faith and credit to the payment of the Local Units' contractual obligations to the County of St. Clair, requiring the Local Units to levy taxes annually to the extent necessary to provide funds to meet all or part of such contractual obligations when due. This Board further recommends that the limited tax full faith and credit of the County be pledged as secondary security for the bonds, and that the County apply to the

Michigan Department of Treasury for prior approval or for an order providing exception from an order of prior approval for the bonds.

2. Upon approval of the St. Clair County Board of Commissioners, the St. Clair County Department of Public Works shall contract or cause the Local Units to contract, subject to the approval of the St. Clair County Department of Public Works, for the necessary engineering services to determine specifications and draw plans for the Project and shall enter into negotiations with said Local Units and other parties involved for the execution of contracts covering the acquisition, construction, financing and operation of the Project.

3. The Local Units and the St. Clair County Department of Public Works recommend the employment of the following consultants already working with the Local Units in connection with the Project:

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

As Financial Consultants: Bendzinski and Company
Detroit, Michigan

As Engineers: McNamee, Porter & Seeley
Detroit and Ann Arbor, Michigan

4. This Board hereby estimates the total cost of constructing the Project to be not more than \$6,940,000 including all engineering fees, financing costs and contingencies, such estimate subject, however, to revision upon submission of final cost estimates or receipt of bids for the Project.

5. All agreements between this Board and the Local Units

shall be subject to final approval and ratification by the Board of Commissioners of the County of St. Clair.

6. This Board hereby approves the advancement of funds from the Local Units in order to commence promptly a portion of the Project immediately necessary for the public health and later reimbursement to the Local Units from bond proceeds.

7. This Board authorizes the Chairman, the Secretary and the Deputy Secretary each to (a) execute and file the necessary orders, applications and supporting documents with the Michigan Department of Treasury to obtain an order of prior approval or an order providing exception from prior approval for the bonds and (b) execute and file the necessary documents with the Michigan Department of Environmental Quality.

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

AYES: Members Blumerich, Hool, LaLonde

NAYS: Members 0

RESOLUTION DECLARED ADOPTED.


Deputy Secretary

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Public Works of the County of St. Clair, Michigan, at a Regular meeting held on June 2, 1998, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.


Deputy Secretary

City of Algonac
County of St. Clair, Michigan

RESOLUTION REQUESTING ASSISTANCE OF
COUNTY AND ITS DEPARTMENT OF PUBLIC WORKS

WHEREAS, the City of Algonac, County of St. Clair, Michigan (the "City") has determined that it is necessary for the public health, safety and welfare of the City to construct water supply system improvements to service the City, such improvements to consist generally of water plant improvements and expansions (the "Project"); and

WHEREAS, the Project is to be utilized both by the City and by the Township of Clay, County of St. Clair, Michigan ("Clay Township"), and Clay Township has indicated that it is willing to pay a pro rata portion of the costs of constructing and financing the Project as to be determined at a later date; and

WHEREAS, the County of St. Clair (the "County") has established a Department of Public Works (the "DPW") under the terms of Act 185, Public Acts of Michigan, 1957, as amended ("Act 185"), with authority to acquire and finance improvements such as the Project for public corporations within the County; and

WHEREAS, after extensive study it has been determined it is in the best interest of the City and Clay Township to request the County and the DPW to assist in financing the construction of the Project pursuant to the Act;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. It is hereby determined that it is impractical and financially undesirable for the City to undertake the Project without the assistance of the DPW and the County.

2. The City hereby requests the assistance of the County in the acquisition and financing of the Project under the terms of the Act, the Project to be operated, administered and maintained by said City after construction.

3. The City hereby recommends that the DPW employ the following consultants already working with the City in connection with the Project:

As engineers: McNamee, Porter & Seeley,
Detroit and Ann Arbor, Michigan

As financial consultants: Bendzinski & Co.
Detroit, Michigan

As bond counsel: Miller, Canfield, Paddock and Stone, P.L.C.
Lansing and Detroit, Michigan

4. The City and all agents and employees shall cooperate with the DPW to the end that there may be issued as promptly as possible County of St. Clair bonds in the approximate amount of \$6,940,000, which amount will be sufficient to pay the presently estimated total cost of the Project. Said bonds shall be retired out of payments made by the City and Clay Township to the County of St. Clair through the DPW in amounts fully sufficient to meet all principal and interest requirements thereon. County full faith and credit as secondary security for the bonds is also requested.

5. The City hereby agrees to reimburse the County and the DPW for all expenses incurred in connection with the Project, should the financing and construction of the Project not be completed for any reason whatsoever.

6. The City hereby authorizes the DPW to notify the Michigan Department of Treasury of the County's intent to issue the bonds described herein, to pay the related fee from funds to be received from the City and to request an order providing an exception for the bonds from prior approval by the Department of Treasury. The Clerk of the City shall make the related filing for the City.

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

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the City Council of City of Algonac, County of St. Clair, at a Regular meeting held on May 19, 1998, at 7:30 o'clock p.m., prevailing Eastern Time, 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 267.

If the above meeting was a Special meeting, I further certify that notice of said Special meeting was given to each member of the City Council in accordance with the rules of procedure of the City Council.

I further certify that the following Members were present at said meeting: Conrad, Kowalski, Martin, Nevison, Scruggs, Wisdom, Zens and that the following Members were absent: none.

I further certify that Member Conrad moved for adoption of said resolution and that Member Kowalski supported said motion.

I further certify that the following Members voted for adoption of said resolution: Conrad, Kowalski, Martin, Nevison, Scruggs, Wisdom, Zens and that the following Members voted against adoption of said resolution: None.

Rose Ann Perricone

City Clerk
City of Algonac, Michigan

Township of Clay
County of St Clair, Michigan

RESOLUTION REQUESTING ASSISTANCE OF
COUNTY AND ITS DEPARTMENT OF PUBLIC WORKS

Minutes of a regular meeting of the Township Board of the Township of Clay, County of St. Clair, Michigan, held in the Township Hall, 4710 Pte. Tremble Road, Clay Township, Michigan on the 18th day of May, 1998.

PRESENT: Supervisor Jon Manos, Clerk Michael Pellerito, Treasurer Connie Turner; Trustee Pat Sharrow, Trustee Dr. L. Kasperowicz, Trustee George Webster.

ABSENT: None.

The following Preamble and Resolution were offered by Trustee Webster and supported by Trustee Sharrow.

WHEREAS, the Township of Clay, County of St. Clair, Michigan (the "Township") has determined that it is necessary for the public health, safety and welfare of the Township to construct water supply system improvements to service the Township, such improvements to consist generally of water plant improvements and expansions (the "Project"); and

WHEREAS, the Project is to be utilized both by the Township and by the City of Algonac, County of St. Clair, Michigan ("City of Algonac"), and City of Algonac has indicated that it is willing to pay a pro rata portion of the costs of constructing and financing the Project as to be determined at a later date; and

WHEREAS, the County of St. Clair (the "County") has established a Department of Public Works (the "DPW") under the terms of Act 185, Public Acts of Michigan, 1957, as amended ("Act 185"), with authority to acquire and finance improvements such as the Project for public corporations within the County; and

WHEREAS, after extensive study it has been determined it is in the best interest of the Township and City of Algonac to request the County and the DPW to assist in financing the construction of the Project pursuant to the Act;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. It is hereby determined that it is impractical and financially undesirable for the Township to undertake the Project without the assistance of the DPW and the County.

2. The Township hereby requests the assistance of the County in the acquisition and financing of the Project under the terms of the Act, the Project to be operated, administered and maintained by said Township after construction.

3. The Township hereby recommends that the DPW employ the following consultants already working with the Township in connection with the Project:

As engineers: McNamee, Porter & Seeley,
Detroit and Ann Arbor, Michigan

As financial Consultants: Bendzinski & Co.
Detroit, Michigan

As bond Counsel: Miller, Canfield, Paddock and Stone, P.L.C.
Detroit and Lansing, Michigan

4. The Township and all agents and employees shall cooperate with the DPW to the end that there may be issued as promptly as possible County of St. Clair bonds in the approximate amount of \$6,940,000, which amount will be sufficient to pay the presently estimated total cost of the Project. Said bonds shall be retired out of payments made by the Township and City of Algonac to the County of St. Clair through the DPW in amounts fully sufficient to meet all principal and interest requirements thereon. County full faith and credit as secondary security for the bonds is also requested.

RESOLUTION REQUESTING ASSISTANCE OF
COUNTY AND ITS DEPARTMENT OF PUBLIC WORKS
PAGE 2

5. The Township hereby agrees to reimburse the County and the DPW for all expenses incurred in connection with the Project, should the financing and construction of the project not be completed for any reason whatsoever.

6. The Township hereby authorizes the DPW to notify the Michigan Department of Treasury of the County's intent to issue the bonds described herein, to pay the related fee from funds to be received from the Township and to request an order providing an exception for the bonds from prior approval by the Department of Treasury. The Clerk of the Township shall make the related filing for the Township.

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

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the Township Board of Township of Clay, County of St. Clair, at a regular meeting held on May 18, 1998, at 7:30 o'clock p.m., prevailing Eastern Time, 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 267.

I further certify that the following Members were present at said meeting: Supervisor Jon Manos, Clerk Michael Pellerito, Treasurer Connie Turner, Trustee Pat Sharrow, Trustee Dr. Kasperowicz, Trustee George Webster.

I further certify that the following Members voted for adoption of said resolution: Sharrow, Dr. Kasperowicz, Turner, Manos, Pellerito, Webster and that the following Members voted against adoption of said resolution: None.



Michael P. Pellerito, Township Clerk
Township of Clay, Michigan

RESOLUTION 98-25

ESTABLISHING WATER SUPPLY SYSTEM
FOR PART OF THE COUNTY OF ST. CLAIR
ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. X
(CITY OF ALGONAC AND CLAY TOWNSHIP)

WHEREAS, the Board of Public Works of the County of St. Clair (the "County") has recommended the establishment by the County of the "St. Clair County Water Supply System No. X - City of Algonac and Clay Township" to service the City of Algonac and the Township of Clay ("Local Units") in the County.

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

1. The County Board of Commissioners of the County does hereby approve the establishment of a water supply and distribution system in the Local Units, known as the ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. X (City of Algonac and Clay Township) (the "System"), for supplying water to the district hereinafter described, the System to consist generally of water plant improvements and expansions and all related appurtenances, attachments, works, instrumentalities, land, rights in land and properties used or useful in connection with the operation of a water supply and distribution system in the area comprising said district as hereinafter described.


2. The System and the area to be served thereby, to be known as "ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. X - CITY OF ALGONAC AND TOWNSHIP OF CLAY," shall encompass the following territory:

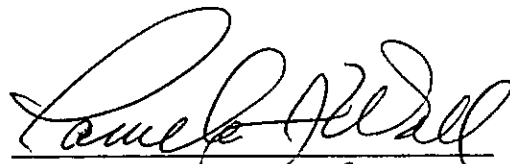
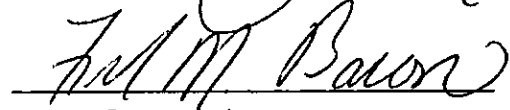

Municipality: City of Algonac and Clay Township
Area to be served by System: Entire City and Entire Township.

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

DATED: June 10, 1998

Reviewed and Approved by:


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

BOARD OF PUBLIC WORKS
OF THE COUNTY OF ST. CLAIR

ESTABLISHING WATER SUPPLY SYSTEM NO. X
CITY OF ALGONAC & CLAY TOWNSHIP

Minutes of a Regular meeting of the Board of Public Works of the County of St. Clair, Michigan (the "County"), held in said County on the 2nd day of June, 1998 at 7:40 o'clock P. m., Eastern Daylight Time.

PRESENT: Members William Blumerich, Leonard Hool, Timothy LaLonde

ABSENT: Members 0

The following preamble and resolution were offered by Member Hool and supported by Member LaLonde:

WHEREAS, the Board of Public Works of the County of St. Clair has received and approved a resolution from the City of Algonac and the Township of Clay ("Local Units") to take the necessary steps to establish, construct and finance improvements to their water supply and distribution system to service the City of Algonac and the Township of Clay consisting generally of water plant improvements and expansions and all related appurtenances, attachments, works, instrumentalities, land, rights in land and properties used or useful in connection with the operation of a water supply and distribution system in the Local Units; and

WHEREAS, the Board of Public Works deems it in the best interests of the Local Units and the County to recommend adoption by the County Board of Commissioners of the attached resolution, which establishes the St. Clair County Water Supply System No. X -

City of Algonac and Township of Clay; and

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE COUNTY OF ST. CLAIR, MICHIGAN, AS FOLLOWS:

1. The Board of Public Works of the County of St. Clair does hereby recommend adoption by the County Board of Commissioners of the attached resolution.

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

AYES: Commissioner Blumerich, Commissioner LaLonde, Commissioner Hool

NAYS: 0

RESOLUTION DECLARED ADOPTED.



Deputy Secretary

* * * * *

I hereby certify that the foregoing is a true and correct copy of a portion of the minutes of a regular meeting of the Board of Public Works of the County of St. Clair held on Tuesday, June 2, 1998 at 7:40 p.m. in the St. Clair County Road Commission's Central Service Center, 21 Airport Drive, St Clair, Michigan.



Janet C. Kitamura, Deputy Secretary

RESOLUTION 98-24

CONCERNING THE TRANSBORDER SHIPMENT OF
HAZARDOUS MATERIALS BETWEEN MICHIGAN AND ONTARIO

WHEREAS, St. Clair County is host to the only major international truck border crossing in the State of Michigan's Lower Peninsula that allows hazardous material transports; and

WHEREAS, it is inequitable that the citizenry of St. Clair County, and of other communities along the Interstate 94 corridor north of Interstate 96, have to play host to all of the hazardous materials trucked across the Lower Peninsula of Michigan's International bridge crossings; and

WHEREAS, St. Clair County is justified in requesting that some of the anticipated growth in hazardous material transports should be accepted by the corporation that operates the Ambassador Bridge; and

WHEREAS, it is not the intention of St. Clair County to cause a loss of revenue for the Blue Water Bridge Authority or the Michigan Department of Transportation by opening up the other major international truck border crossing in Southeast Michigan to hazardous material transports; and

WHEREAS, it is the intention of St. Clair County to minimize the risk of a hazardous materials spill in St. Clair County.

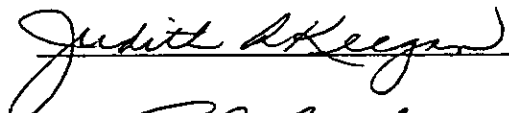
NOW, THEREFORE, LET IT BE RESOLVED, that St. Clair County requests that the Michigan Department of Transportation and the Southeast Michigan Council of Governments should remedy this inequitable situation before allowing the Ambassador Bridge/Gateway Project to proceed.

DATED: June 10, 1998

Reviewed and Approved by:



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















RESOLUTION 98-23

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 5th day of May, 1998, 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 1998 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, 1998, 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 5, 1998, 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 13, 1998

Don Wagner

Reviewed and Approved by:

James J. Wall

Elwood L. Brown

Eric J. Myster

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

RESOLUTION 98-22

ADOPTING AND APPROVING THE EXECUTION OF THE CONSTRUCTION CONTRACT FOR THE ST. CLAIR COUNTY INTERNATIONAL AIRPORT

WHEREAS, the St. Clair County International Airport has received funding from the Federal Aviation Administration and the Michigan Aeronautics Commission for the Reconstruction of Taxiway B and Medium Intensity Taxiway Lights; Rehabilitation of Non-Directional Beacon; Expansion of Apron and Relocation of Entrance Road; and

WHEREAS, the Michigan Bureau of Aeronautics has received bids for the above named project; and

WHEREAS, it has been verified by the Michigan Bureau of Aeronautics that Barrett Paving Materials, Inc. of Ypsilanti, Michigan is the low bidder; and

WHEREAS, the construction contract prepared by the Michigan Aeronautics Commission between the County of St. Clair and Barrett Paving Materials, Inc. has been recommended for approval for the above named project by a resolution adopted by the St. Clair County International Airport Commission on April 22, 1998.


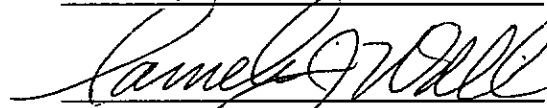

NOW, THEREFORE, BE IT RESOLVED, That the St. Clair County Board of Commissioners grants approval and authorizes the Chairperson to execute aforementioned construction contract.

DATED: May 13, 1998

Reviewed and Approved by:



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

MDOT

(11/96)

MICHIGAN DEPARTMENT OF TRANSPORTATION

In accordance with Act 327 of 1945

MICHIGAN AERONAUTICS COMMISSION

AIRPORT PROGRAM

CONTRACT

CONTRACT ID:
77358-45956

ITEM NO:
9802-007

FM 77-3-C58 - 45956 A

Federal Project No. - B-26-0080-0898

Federal Item No. - AL 769

Reconstruct Taxiway B; install MITL; Install Rotating Beacon; Expand Apron; Relocate Entrance Road at the St. Clair County International Airport; in the City of Port Huron; St. Clair County

This AGREEMENT, Made this _____ day of _____ A.D., 19 _____ by and between the County of St. Clair, party of the first part, and Barrett Paving Materials, Inc. a Delaware Corporation, 5800 Cherry Hill Rd., of Ypsilanti, MI 48198, party of the second part.

WITNESSETH, That the party of the second part, for and in consideration of the payment or payments hereinafter specified, hereby agrees to furnish all necessary machinery, tools, apparatus and other means of construction, do all the work, furnish all the materials except as herein otherwise specified, and to complete, in strict accordance with the plans, specifications and proposal therefor, and to the satisfaction of the said party of the first part, the work described herein, it being understood and agreed that said plans, specifications and proposal and all addenda thereto (1 and A) are to be considered as a part hereof.

Said party of the first part further agrees to pay the said party of the second part for such extra work as may be ordered by the party of the first part or his authorized representative, prices for which are not included in the above items, the price or on the basis agreed upon before such extra work is begun.

It is further understood and agreed that time is of the essence of this contract, and that the work shall be so conducted and supervised by the party of the second part as to insure its completion in accordance with the following schedule, each item of work to be completed on or before the date named thereafter:

Start work within ten (10) days of the date specified in the written notice to proceed.

The entire contract shall be completed in/by 45 Calendar Day

Liquidated damages will be assessed at the rate of \$1,000 per calendar day for failure to complete the contract within the specified time limits.


Neither the contractor nor his subcontractors shall discriminate against any employee or applicant for employment to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of his age, except where based on a bona fide occupational qualification, or his race, color, religion, national origin, or ancestry; and they will require a similar covenant on the part of any contractor or subcontractor employed in the performance of this contract. The parties further covenant that they will comply with the Civil Rights Act of 1964, (78 Stat. 252) and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act and will require a similar covenant on the part of any contractor or subcontractor employed in the performance of this contract.

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


County of St. Clair

By _____

Barrett Paving Materials, Inc.
Contractor a Delaware Corporation

By 
William G. Bennett
Controller

ITEM NO. 9802-007


Timothy L. O'Rourke
Estimator

This Contract shall not be valid, effective or binding until fully executed by both the Contractor and the Sponsor.

CONTRACT UNIT PRICES

LETTING: 980206
CALL : 007

CONTRACT	PROJECT(S)	CONTROL SECTION	FEDERAL PROJECT
77358-45956	45956A	77358	B-26-0080-0898

IN CONSIDERATION WHEREOF, SAID PARTY OF THE FIRST PART AGREES TO PAY TO SAID PARTY OF THE SECOND PART FOR ALL WORK DONE, THE FOLLOWING UNIT PRICES:

LINE NO	ITEM DESCRIPTION	ITEM CODE	QUANTITY	UNIT PRICE
SECTION 0001				
0005	MOBILIZATION AND GENERAL CONDITIONS	1000400	1.000 LS	12500.00000
0010	SAFETY AND SECURITY	1000410	1.000 LS	5000.00000
0015	ENGINEER'S FIELD OFFICE/LABORATORY	1000420	1.000 LS	1600.00000
0025	AIRPORT BEACON TOWER, TYPE AND HEIGHT AS SPECIFIED	1030530	1.000 EACH	13750.00000
0030	MISC. REMOVE BEACON TOWER, NDB TOWER AND APPURTENANCES	1037051	1.000 LS	3150.00000
0035	BARE COUNTERPOISE WIRE, #8 STRANDED, PLOWED IN PLACE	1080533	14350.000 LFT	0.48000
0040	MISC. UNDERGROUND CABLE, 1-1/C #8, 5KV, CABLE-IN-CONDUIT, INSTALLED	1087001	15530.000 LFT	1.35000
0045	MISC. UNDERGROUND CABLE, 2-1/C #8, 5KV, CABLE-IN-CONDUIT, INSTALLED	1087001	1250.000 LFT	1.60000
0050	FURNISH & INSTALL SPECIFIED ELECTRICAL VAULT EQUIPMENT	1090530	1.000 LS	5300.00000
0055	GALVANIZED STEEL CONDUIT, 2 BANK 2" DIRECT BURIAL	1100540	150.000 LFT	10.60000
0060	MEDIUM INTENSITY EDGE LIGHT, L861, (MIRL/MITL), 30" HIGH, 6.6A, BASE MOUNT, COMPLETE EXCEPT LENS & LAMP	1250591	155.000 EACH	470.00000
0065	LENS & LAMP FOR MITL, TYPE L861T, 360 BLUE COLOR	1250630	155.000 EACH	37.00000
0070	RELOCATE EXISTING MEDIUM INTENSITY BASE MOUNTED LIGHT	1250641	5.000 EACH	420.00000

CONTRACT UNIT PRICES

LETTING: 980206
CALL : 007

CONTRACT PROJECT(S) CONTROL FEDERAL PROJECT
77358-45956 45956A 77358 B-26-0080-0898

LINE NO	ITEM DESCRIPTION	ITEM CODE	QUANTITY	UNIT PRICE
SECTION 0001				
0075	REMOVE EXISTING MEDIUM INTENSITY STAKE MOUNTED LIGHT	1250642	125.000 EACH	52.00000
0080	REMOVE EXISTING MEDIUM INTENSITY BASE MOUNTED LIGHT	1250643	8.000 EACH	106.00000
0085	TAXIWAY GUIDANCE SIGN, SINGLE FACE, L858 TYPE I, 6' NOMINAL WIDTH	1250711	1.000 EACH	1900.00000
0090	TAXIWAY GUIDANCE SIGN, SINGLE FACE, L858 TYPE I, 8' NOMINAL WIDTH	1250712	1.000 EACH	2300.00000
0095	MISC. REMOVE & DISPOSE OF EXISTING TAXIWAY GUIDANCE SIGN AND BASE, AS SPECIFIED	1257050	1.000 EACH	425.00000
0100	UNCLASSIFIED EXCAVATION	1520410	3100.000 CYD	10.20000
0105	BORROW EXCAVATION, FURNISHED BY CONTRACTOR FROM OFF-SITE LOCATION	1520456	556.000 CYD	13.00000
0110	REMOVAL AND DISPOSAL OF BITUMINOUS PAVEMENT	1520470	913.000 SYD	6.85000
0115	MISC. EARTH SHOULDERS	1527002	116.000 STA	148.00000
0120	CHAIN LINK FENCE, 4', CLASS E	1620510	87.000 LFT	16.00000
0125	CHAIN LINK FENCE, 6', CLASS E	1620520	200.000 LFT	15.00000
0130	RELOCATE EXISTING CHAIN-LINK FENCE	1620545	330.000 LFT	11.90000
0135	FURNISH AND INSTALL WARNING SIGN ON FENCE	1620555	4.000 EACH	63.00000
0140	CLOSE OPENINGS UNDER FENCE	1620560	2.000 EACH	210.00000
0145	AGGREGATE BASE COURSE, SERIES 22AX, COMPACTED IN PLACE	2080540	545.000 CYD	25.40000
0150	FINE GRADE & COMPACT AGGREGATE BASE COURSE/PULVERIZED BITUMINOUS PAVEMENT	2080550	26120.000 SYD	0.53000
0155	SAWING BITUMINOUS PAVEMENT, SPECIFIED DIMENSIONS	4000515	540.000 LFT	3.00000

CONTRACT UNIT PRICES

LETTING: 980206
CALL : 007

CONTRACT PROJECT(S) CONTROL FEDERAL PROJECT
77358-45956 45956A 77358 B-26-0080-0898

LINE NO	ITEM DESCRIPTION	ITEM CODE	QUANTITY	UNIT	PRICE
SECTION 0001					
0160	PULVERIZE BITUMINOUS PAVEMENT, OVER 6" THICKNESS	4000542	26120.000	SYD	0.50000
0165	BITUMINOUS AGGREGATE SURFACE COURSE, 20AAAX COMPOSITION	4110631	2661.000	TON	35.95000
0170	BITUMINOUS SURFACE COURSE, GRADING BAND B	4110632	3485.000	TON	32.35000
0175	MISC. JOINT CONSTRUCTION	6057001	2570.000	LFT	4.75000
0180	AIRPORT PAVEMENT MARKING, SOLID, YELLOW	6200516	19450.000	SFT	0.42000
0185	CORRUGATED STEEL PIPE 12", (0.079")	7010701	30.000	LFT	33.90000
0190	CORRUGATED STEEL PIPE 18", (0.109")	7010706	50.000	LFT	39.00000
0195	MISC. REMOVE & RELOCATE CULVERT	7017050	1.000	EACH	1050.00000
0200	PIPE UNDERDRAIN 6", TYPE AS SPECIFIED	7050511	5330.000	LFT	4.80000
0205	POROUS BACKFILL NO. 2	7050531	620.000	CYD	13.50000
0210	MISC. UNDERDRAIN CLEANOUT, SINGLE	7057050	4.000	EACH	210.00000
0215	MANHOLE 4' DIAMETER, TYPE 1, THROUGH 8' DEPTH	7510520	1.000	EACH	1600.00000
0220	CATCH BASIN 4' DIAMETER, TYPE 2, THROUGH 8' DEPTH	7510521	3.000	EACH	1050.00000
0225	ADDITIONAL DEPTH OF 4' DIAMETER DRAINAGE STRUCTURE, OVER 8' TO 15'	7510525	5.000	FT	210.00000
0230	RECONSTRUCT DRAINAGE STRUCTURE	7510561	2.000	EACH	475.00000
0235	DRAINAGE STRUCTURE COVER, TYPE A, IN PLACE	7510580	4.000	EACH	295.00000
0240	DRAINAGE STRUCTURE COVER, TYPE E, IN PLACE	7510584	2.000	EACH	210.00000
0245	MISC. SANITARY SEWER 10", AS SPECIFIED	8007001	416.000	LFT	41.30000
0250	MISC. RELOCATE HYDRANT	8007050	1.000	EACH	2600.00000
0255	MISC. STANDARD ROAD SIGN (LARGE ARROW W1-6)	8007050	1.000	EACH	265.00000

CONTRACT UNIT PRICES

LETTING: 980206
CALL : 007

CONTRACT	PROJECT(S)	CONTROL SECTION	FEDERAL PROJECT
77358-45956	45956A	77358	B-26-0080-0898

LINE NO	ITEM DESCRIPTION	ITEM CODE	QUANTITY	UNIT PRICE
SECTION 0001				
0260	MISC. STANDARD ROAD SIGN (TURN SIGN W1-1L)	8007050	1.000 EACH	265.00000
0265	MISC. STANDARD ROAD SIGN (TURN SIGN W1-1R)	8007050	1.000 EACH	265.00000
0270	TURFING WITH MIXTURE AND RATE AS SPECIFIED	9010517	6.000 ACRE	530.00000
0275	MISC. MULCHING, AS SPECIFIED	9087012	6.000 ACRE	765.00000
0280	MISC. AIRPORT ROTATING BEACON, L802 DCB-36 BELT DRIVE	1017051	1.000 LS	6300.00000

NOTICE TO BIDDERS

LETTING OF FEBRUARY 6, 1998

ADDENDUM "A"

<u>ITEM NO.</u>	<u>PROJECT NO.</u>	<u>FEDERAL NO.</u>
9802 001	BHI 81062-25075 A	BHI 9781 (021)
	STU 81406-43664 A	STP 9781 (026)
9802 002	ST 81074-44070 A	STP 9881 (001)
9802 003	ST 15071-40551 A	STP 9715 (007)
9802 004	BHT 04032-40553 A	BHT 9804 (003)
9802 005	CMG 41131-44906 A	CMG 9741 (038)
9802 006	FM 82-5-C34-46053 A	B-26-0025-0597
9802 007	FM 77-3-C58-45956 A	B-26-0080-0898
9802 008	FM 52-4-C4-44964 A	3-26-0153-0197
9802 009	EDCF 25544-43631 A	DSTP 9725 (019)
9802 010	TBR 24001-44660 A	TBR 9724 (010)
9802 011	CMG 61407-43653A	CMG 9761 (011)
9802 012	EDD 44555-39341 A	N/A
9802 013	EDA 12522-44567 A	N/A
9802 014	STH 61609-44835 A	STP 9761 (015)
9802 015	BRO 63015-40024 A	BRO 9763 (008)
9802 016	NH 11112-36098 A	NH 9811 (001)
9802 017	BHT 16081-40554 A	BHT 9816 (002)
9802 018	CM 81406-44651 A	CM 9781 (025)
9802 019	EDF 61566-46035 A	N/A
9802 020	STUL 77412-45124 A	STP 9777 (010)
9802 021	STU 25402-40138 A	STP 9725 (036)
9802 022	NH 03111-37997 A	NH 9803 (004)
9802 023	MER 82194-44210 A	N/A
9802 024	STG 42011-44601 A	STPG 9842 (002)
	STG 42012-45638 A	STPG 9842 (003)
9802 025	ST 64014-40220 A	STP 9864 (001)
	ST 64015-40222 A	STP 9864 (001)
9802 026	ST 55031-33907 A	STP 9855 (001)
9802 027	STG 58071-44031 A	STPG 9858 (001)
9802 028	STE 84900-34958 A	STP 975T (027)
9802 029	BRT 76061-39616 A	BRT 9776 (012)
	STUT 76061-39617 A	STP 9776 (013)
	ST 76062-39618 A	STP 9776 (014)
9802 030	M 84909-44111 A	N/A

Prospective bidders on the above noted projects are hereby advised that the attached Notice to Bidders referring to authorized signatures shall be considered part of the proposal.

AUTHORIZED SIGNATURES

Based on recent Michigan Department of Transportation and Michigan Transportation Commission action, you are hereby advised that a bid must be signed by an individual whose signature has been on file with the Michigan Department of Transportation as an Authorized Signer, as designated on page 20 of the Prequalification Application, *Persons Authorized to Execute Contracts*. Furthermore, signatures must be on file no less than 15 days prior to the date of which bids must be submitted, in accordance with the *Administrative Rules Governing the Prequalification of Bidders of Highway and Transportation Construction Work*. If you are unsure who you have established as authorized signers of bids for your company, you may fax a request to the Prequalification Unit at (517)373-3707 and a copy of your list of authorized signers will be faxed to you.

THIS CONSTITUTES AN AMENDMENT TO SECTION 102.06a.3 OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OR SECTION 20-06 A.3 OF THE GENERAL PROVISIONS FOR CONSTRUCTION OF AIRPORTS. FAILURE TO COMPLY CONSTITUTES GROUNDS FOR MANDATORY REJECTION OF THE BID.

NOTE: It is your responsibility to make sure that any changes to your authorized signature list is ACTUALLY RECEIVED AND ON FILE WITH THE DEPARTMENT. If the signature on a proposal is not actually on file with the Department, the bid will be rejected even if the form was mailed or sent by other means to the Department.

James R. DeSana, Director
Michigan Department of Transportation

1/6/98
Lansing, Michigan

NOTICE TO BIDDERS

LETTING OF FEBRUARY 6, 1998

ADDENDUM NO. 1

This Addendum changes the terms of the Bid Proposal. By submitting a bid you accept all changes included in this Addendum.

The following paragraphs and the attached pages will instruct you as to the changes made and how to make them.

CHANGES TO BID ITEM PRICES

When you are instructed to **ADD, DELETE, OR MAKE CHANGES** to a **BID ITEM PAGE OR PAGES**, these additions, deletions, or changes **MUST** be made on the bid item pages you submit with your bidding proposal, whether handwritten or computer generated.

CHANGES TO OTHER PAGES

When you are instructed to **DELETE** something which is **NOT** on a Bid Item Page, you may line through the text diagonally and/or print or write the word **"DELETED"** on the text being deleted. Physically removing the page(s) is not necessary.

When you are instructed to **ADD A NON-BID ITEM PAGE(S), OR PORTIONS THEREOF**, you **MUST CONSIDER** it/them in developing your bid, but the physical insertion of the new page(s) into the proposal is not necessary.

FAILURE TO CARRY OUT THE INSTRUCTIONS IN THIS ADDENDUM MAY RESULT IN THE REJECTION OF YOUR BID.

THIS ADDENDUM IS FOR THE FOLLOWING LISTED PROJECT:

ITEM NUMBER: 9802 007

<u>CONTRACT ID</u>	<u>PROJECT</u>	<u>JOB NO.</u>	<u>FED NO.</u>	<u>FED. ITEM</u>
77358-45956	FM 77-3-C58	45956 A	8-26-0080-0898	AL 769

Prospective bidders on the above project are hereby advised of the following changes:

PROPOSAL CHANGES:

- 1.) **PAGE 1, LINE NO. 0020** -- DELETE: 1017051, Misc., AIRPORT ROTATING BEACON, L801A, 1 LS.
- 2.) **PAGE 7** -- ADD: LINE NO 0280, ITEM DESCRIPTION: 1017051, Misc., AIRPORT ROTATING BEACON, L-802, DCB-36 BELT DRIVE, QUANTITY: 1 LS.
- 3.) **PAGE 26:** REMOVE 'Special Bonding Provision' page from the proposal and **REPLACE** with the attached sheet.

PLAN SHEET CHANGES:

- 4.) **SHEET 2 OF 20:**

DELETE 1017051 AIRPORT ROTATING BEACON, L801A, 1 LS

ADD: 1017051 AIRPORT ROTATING BEACON L802, DCB-36 BELT DRIVE, 1 LS

ST. CLAIR CO INT'L AIRPORT, PORT HURON (FM 77-3-C58)

5.) SHEET 14 OF 20:

PAY ITEM 1017051 Description shall read: AIRPORT ROTATING BEACON, L802, DCB-36 BELT DRIVE

Under the same specification "POWER PANEL SHALL BE FED FROM THE AIRFIELD ELECTRICAL VAULT AND SHALL CONSIST OF 3-1/C A#8, 5KV, L824, CIC OR THRU EXISTING DUCT" shall be changed to 'POWER PANEL SHALL BE FED FROM THE AIRFIELD ELECTRICAL VAULT AND SHALL CONSIST OF TWO RUNS OF 2-1/C #8, 5KV, L-824, CIC OR THRU EXISTING DUCT."

James R. DeSana, Director
MICHIGAN DEPARTMENT OF TRANSPORTATION

Lansing, Michigan
Date: JANUARY 27, 1998

SPECIAL BONDING PROVISION

In addition to the security required by Act 213, P.A. 1963, as amended, and to the security required by Section 30-08 of the General Provisions for Airport Construction, as applicable, the successful bidder on this project shall furnish a satisfactory lien bond written by the same surety as the standard statutory performance bond, in an amount not less than 100 percent (100%) of the total contract price, which additional bond shall secure the payment of all claims:

1. Lienable under the terms of said statute;
2. Notice of which is not given within the statutory period, and;
3. Notice of which is given within 60 days from the date of final acceptance of the project by the Department of Transportation on behalf of the owner.

Paid additional bond shall conform to, and be limited by the terms of said statute in all respects except the time within the notice of lien claims must be given.

A single bond satisfying the requirements of the above statute and the requirements of the General Provisions, endorsed so as to provide the coverage required by the above specification, will be acceptable, provided that said endorsement clearly states that the additional coverage is in addition to the statutory requirements, not in lieu thereof.

General Decision Number MI970007

Superseded General Decision No. MI960007

State: Michigan

Construction Type:
AIRPORT & BRIDGE
HIGHWAY
SEWER/INCID. TO HWY.

County(ies):
STATEWIDE

AIRPORT AND BRIDGE CONSTRUCTION PROJECTS; HIGHWAY CONSTRUCTION
PROJECTS; SEWER AND WATER LINE CONSTRUCTION PROJECTS INCIDENTAL
TO HIGHWAY WORK (does not include buildings)

Modification Number	Publication Date
0	02/14/1997
1	02/21/1997
2	02/28/1997
3	04/25/1997
4	08/01/1997
5	09/26/1997
6	10/17/1997
7	10/24/1997
8	12/19/1997

COUNTY(ies):
STATEWIDE

BPMI0001E 06/01/1996

	Rates	Fringes
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CEMENT MASON:

GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, SAGINAW, WASHTENAW AND WAYNE COUNTIES	20.62	5.25
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STATEWIDE (does not include Genesee,
Livingston, Macomb, Monroe, Oakland,
Saginaw, Washtenaw and Wayne
Counties)

	19.55	5.25
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CARP0001M 06/01/1993

	Rates	Fringes
DIVERS:		
Diver	28.16	9.31
Diver tender	20.63	9.31

CARP0004F 06/01/1997

	Rates	Fringes
LIVINGSTON COUNTY (Townships of Brighton, Deerfield, Genoa, Hartland, Osceola and Tyrone); MACOMB, MONROE, OAKLAND, SANILAC, ST. CLAIR AND WAYNE COUNTIES:		

CARPENTER; PILEDRIVER	22.488	9.526
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STATEWIDE (does not include Livingston County (Townships of
Brighton, Deerfield, Genoa, Hartland, Osceola and Tyrone ;
Macomb, Monroe, Oakland, Sanilac, St. Clair and Wayne Counties):

CARPENTER; PILEDRIVER	20.91	5.05
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ELEC0017E 06/01/1994

	Rates	Fringes
HURON COUNTY; INGHAM COUNTY (Townships of Leroy, Locke, Wheatfield, White Oak and Williamson); LAPEER COUNTY; LENAWEE COUNTY (Townships of Clinton and Macon); LIVINGSTON COUNTY (Townships of Brighton, Conway, Genoa, Green Oak, Hamburg, Handy, Hartland, Howell, Iosco, Marion, Oeceola and Putnam); MACOMB COUNTY; MONROE COUNTY (Townships of Ash, Berlin, Dundee, Exeter, Frenchtown, Ida, London, Milan, Monroe, Raisinville and		

Summerfield); OAKLAND, ST. CLAIR, SANILAC AND TUSCOLA COUNTIES; WASHTENAW COUNTY (Townships of Ann Arbor, Augusta, Bridgewater, Dexter, Freedom, Lima, Lodi, Northfield, Pittsfield, Salem, Saline, Scio, Superior, Webster, York and Ypsilanti); AND WAYNE COUNTY:

LINE CONSTRUCTION:

Line technician	25.73	3.25% +2.80
Cable splicer	26.78	3.25% +2.80
Combination equipment operator and ground person	20.02	3.25% +2.80
Combination driver ground person	18.90	3.25% +2.80
Ground person	17.42	3.25% +2.80

* ELEC0876A 06/01/1997

	Rates	Fringes
REMAINDER OF STATE:		
LINE CONSTRUCTION:		
Line technician	23.20	3.5% + 2.00
Cable splicer	24.16	3.5% + 2.00
Operator/ground person (digger, tractor and setting rig with tracks or rough terrain vehicle, large bombardier, backhoe over 60 hp, hydraulic crane 10 ton or over)	18.06	3.5% + 2.00
Light equipment operator/ground person (D-4 equivalent or smaller, backhoe 60 hp or under)	15.96	3.5% + 2.00
Operator/truck driver/ground person (winch, A-frame, diggers when used for distribution line truck and used for distribution work. Distribution truck driver, 5th wheel type trucks, bucket trucks, ladder trucks and all live boom trucks)	15.86	3.5% + 2.00
Truck driver/ground person (trucks with winch or boom or dump, other than distribution work)	15.12	3.5% + 2.00
Truck driver/ground person (one ton or under)	12.95	3.5% + 2.00
Ground person	12.80	3.5% + 2.00

FOOTNOTE:

Seven paid holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day; provided the employee works the scheduled work day preceding and following the day observed.

FOOTNOTE:

Operators of 5/8 yd. rated capacity backhoe or over, and operators of heavy duty tension or pulling machinery on 345 KV and above, shall receive the line technician rate of pay.

* ENGI0324C 06/01/1997

Rates Fringes
ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON,
CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO,
ISABELLA, JACKSON, LAPEER, LENAWEE, LIVINGSTON, MACOMB, MIDLAND,
MONROE, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE
ISLE, ROSCOMMON, SAGINAW, ST. CLAIR, SANILAC, SHIAWASSEE,
TUSCOLA, WASHTENAW AND WAYNE COUNTIES:

POWER EQUIPMENT OPERATORS

STEEL ERECTION:

GROUP 1	28.74	8.45
GROUP 2	29.74	8.45
GROUP 3	28.47	8.45
GROUP 4	29.47	8.45
GROUP 5	28.02	8.45
GROUP 6	29.02	8.45
GROUP 7	27.29	8.45
GROUP 8	23.29	8.45
GROUP 9	26.93	8.45
GROUP 10	27.93	8.45
GROUP 11	26.29	8.45
GROUP 12	19.48	8.45
GROUP 13	18.07	8.45

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane operator when operating combination of boom and jib 220' or longer

GROUP 2: Crane operator when operating combination of boom and jib 220' or longer on a crane that requires an oiler

GROUP 3: Crane operator when operating combination of boom and jib 140' or longer

GROUP 4: Crane operator when operating combination of boom and jib 140' or longer on a crane that requires an oiler

GROUP 5: Tower crane and derrick operator (where operator's work station is 50 ft. or more above first sub-level)

GROUP 6: Tower crane and derrick operator (where operator's work station is 50 ft. or more above first sub-level) on a crane that requires an oiler

GROUP 7: Crane operator when operating combination of boom and jib 120' or longer

GROUP 8: Crane operator when operating combination of boom and jib 120' or longer on a crane that requires an oiler

GROUP 9: Crane operator and job mechanic

GROUP 10: Crane operator on a crane that requires an oiler

GROUP 11: Hoisting operator

GROUP 12: Compressor and/or welder operator

GROUP 13: Oiler or fire tender

ENGI0324D 05/01/1996

Rates Fringes
ANTRIM, CHARLEVOIX, EATON, EMMET, GRAND TRAVERSE, KALKASKA AND
LEELANAU COUNTIES:

POWER EQUIPMENT OPERATORS:

STEEL ERECTION:

GROUP 1	22.51	8.15
GROUP 2	22.26	8.15
GROUP 3	21.26	8.15
GROUP 4	18.51	8.15
GROUP 5	15.86	8.15
GROUP 6	15.01	7.95

ALLEGAN, BARRY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS,
HILLSDALE, IONIA, KALAMAZOO, KENT, LAKE, MANISTEE, MASON,
MECOSTA, MISSAUKEE, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA,
OTTAWA, ST. JOSEPH, VAN BUREN AND WEXFORD COUNTIES:

POWER EQUIPMENT OPERATORS:

STEEL ERECTION:

GROUP 1	22.51	8.15
GROUP 2	22.26	8.15
GROUP 3	21.76	8.15
GROUP 4	18.81	8.15
GROUP 5	17.16	8.15
GROUP 6	15.51	7.95

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane operator, with main boom & jib 220' or longer

GROUP 2: Crane operator, with main boom & jib 140' or longer;
Tower crane; Gantry crane; Whirley derrick

GROUP 3: Regular equipment operator; Crane; Dozer; Loader;
Hoist; Straddle wagon; Job mechanic

GROUP 4: Air tugger (single drum); Material hoist; Pump 6" or
over

GROUP 5: Air compressor; Generator; Conveyor

GROUP 6: Oiler and fire tender

ENR113245 12/01/1996

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
UNDERGROUND (INCLUDES SEWER):		

BAY, GENESEE, HURON, INGHAM,
JACKSON, LAPEER, LENAWEE,
LIVINGSTON, MACOMB, MIDLAND,
MONROE, OAKLAND, SAGINAW, SANILAC,
SHIAWASSEE, ST. CLAIR, TUSCOLA,
WASHTENAW AND WAYNE COUNTIES:

GROUP 1	22.75	8.17
GROUP 2	20.23	8.17
GROUP 3	19.50	8.17
GROUP 4	18.93	8.17

ALCONA, ALLEGAN, ALPENA, ANTRIM,
ARENAC, BARRY, BENZIE, BERRIEN,
BRANCH, CALHOUN, CASS, CHARLEVOIX,
CHEBOYGAN, CLARE, CLINTON,
CRAWFORD, EATON, EMMET, GLADWIN,
GRAND TRAVERSE, GRATIOT,
HILLSDALE, IONIA, IOSCO, ISABELLA,
KALAMAZOO, KALKASKA, KENT, LAKE,
LEELANAU, MANISTEE, MASON, MECOSTA,
MISSAUKEE, MONTCALM, MONTMORENCY,
MUSKEGON, NEWAYGO, OCEANA, OGEMAW,
OSCEOLA, OSCODA, OTSEGO, OTTAWA,
PRESQUE ISLE, ROSCOMMON, ST. JOSEPH,
VAN BUREN AND WEXFORD COUNTIES:

GROUP 1	21.05	8.17
GROUP 2	18.36	8.17
GROUP 3	17.86	8.17
GROUP 4	17.58	8.17

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backfiller tamper; Backhoe; Batch plant operator (concrete); Clamshell; Concrete paver (2 or more drums or larger); Conveyor loader (Euclid type); Crane (crawler, truck type or pile driving); Dozer; Dragline; Elevating grader; Endloader; Gradall (and similar type machine); Grader; Mechanic; Power shovel; Roller (asphalt); Scraper (self-propelled or tractor drawn); Side boom tractor (type D-4 or equivalent and larger); Slip form paver; Slope paver; Trencher (over 8 ft. digging capacity); Well drilling rig

GROUP 2: Boom truck (power swing type boom); Crusher; Hoist; Pump (1 or more - 6-in. discharge or larger - gas or diesel-powered or powered by generator of 300 amperes or more - inclusive of generator); Side boom tractor (smaller than type D-4 or equivalent); Sweeper (Wayne type and similar equipment); Tractor (pneu-tired, other than backhoe or front end loader); Trencher (8-ft. digging capacity and smaller)

GROUP 3: Air compressors (600 cfm or larger); Air compressors (2 or more - less than 600 cfm); Boom truck (non-swinging, non-powered type boom); Concrete breaker (self-propelled or truck mounted - includes compressor); Concrete paver (1 drum - 1/2 yd. or larger); Elevator (other than passenger); Maintenance person; Pump (2 or more - 4-in. up to 6-in. discharge - gas or diesel powered - excluding submersible pumps); Pumpcrete machine (and similar equipment); Wagon drill (multiple); Welding machine or generator (2 or more - 300 amp. or larger - gas or diesel powered)

GROUP 4: Boiler; Concrete saw (40 hp or over); Curing machine (self-propelled); Farm tractor (with attachment); Finishing machine (concrete); Fire tender; Hydraulic pipe pushing machine; Mulching equipment; Oiler; Pumps (2 or more up to 4-in. discharge, if used 3 hours or more a day, or diesel powered - excluding submersible pumps); Roller (other than asphalt); Stump remover; Trencher (service); Vibrating compaction equipment, self-propelled (6 ft. wide or over);

 ENGI0324F 06/01/1997

	Rates .	Fringes
POWER EQUIPMENT OPERATORS:		
AIRPORT, BRIDGE & HIGHWAY CONSTRUCTION:		

GENESEE, MACOMB, MONROE, OAKLAND,
 WASHTENAW AND WAYNE COUNTIES:

GROUP 1	21.73	8.45
GROUP 2	18.50	8.45
GROUP 3	18.00	8.45
GROUP 4	17.85	8.45

POWER EQUIPMENT OPERATORS:

UNDERGROUND WORK:

Crane operator, main boom & jib 220' or longer	21.90	8.20
Crane operator, main boom & jib 140' or longer	21.65	8.20
Crane operator, main boom & jib 120' or longer	21.40	8.20
Mechanic with truck and tools	22.40	8.20
GROUP 1	20.90	8.20
GROUP 2	17.75	8.20
GROUP 3	17.17	3.20
GROUP 4	16.23	3.20

**POWER EQUIPMENT OPERATOR CLASSIFICATIONS
(UNDERGROUND WORK)**

GROUP 1: Regular equipment operator, crane, dozer, front end loader, job mechanic, pumpcrete and squeezecrete

GROUP 2: Air track drill, boom truck (non-swing), concrete mixer, fork truck, material hoist and tugger, pump 6" and over, beltcrete, sweeping machine, trencher, winches, well points and freeze systems

GROUP 3: Air compressor, conveyor, concrete saw, farm tractor (without attachments), fork truck, generator, guard post driver, mulching machine, pumps under 6-in., welding machine and grease person

GROUP 4: Oiler, fire tender and heater operator

ENGINEER 11/01 1996

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
HAZARDOUS WASTE REMOVAL:		

BAY, GENESEE, HURON, INGHAM,
JACKSON, LAPEER, LENAWEE,
LIVINGSTON, MACOMB, MIDLAND,
MONROE, OAKLAND, SAGINAW,
SANILAC, SHIAWASSEE, ST. CLAIR,
TUSCOLA, WASHTENAW AND WAYNE
COUNTIES:

LEVEL A:		
GROUP 1	25.28	8.15
GROUP 2	22.75	8.15
LEVELS B AND C:		
GROUP 1	24.33	8.15

GROUP 2	21.80	8.15
LEVEL D:		
GROUP 1	23.03	8.15
GROUP 2	20.50	8.15
LEVEL D WHEN CAPPING LANDFILL:		
GROUP 1	22.78	8.15
GROUP 2	20.25	8.15

STATEWIDE (does not include the counties of Bay, Genesee, Huron, Ingham, Jackson, Lapeer, Lenawee, Livingston, Macomb, Midland, Monroe, Oakland, Saginaw, Sanilac, Shiawassee, St. Clair, Tuscola, Washtenaw and Wayne Counties:

LEVEL A:		
GROUP 1	23.57	8.15
GROUP 2	20.88	8.15
LEVELS B AND C:		
GROUP 1	22.62	8.15
GROUP 2	19.93	8.15
LEVEL D:		
GROUP 1	21.32	8.15
GROUP 2	18.63	8.15
LEVEL D WHEN CAPPING LANDFILL:		
GROUP 1	21.07	8.15
GROUP 2	18.38	8.15

HAZARDOUS WASTE REMOVAL CLASSIFICATIONS

Group 1: Backhoe, batch plant operator, boom truck, clamshell, concrete breaker when attached to hoe, concrete pump, concrete paver, crane, crusher, dozer, dragline, elevating grader, endloader, farm tractor (90 h.p. and higher), gradall, grader, mechanic, loader, power shovel, pug mill, pumpcrete machines, pump trucks, roller, scraper (self-propelled or tractor drawn), side boom tractor, slip form paver, sloop paver, trencher, vactors, vertical lifting hoist, vibrating compaction equipment (self-propelled), and well drilling rig

GROUP 2: Air compressor, concrete breaker when not attached to hoe, elevator, end dumps, farm tractor (less than 90 h.p.), forklift, generator, heater, mulcher, pigs (portable reagent storage tanks), power screens, pumps (water), stationary compressed air plant, sweeper, and welding machine

 ENGI0325L 05/01/1996

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
GAS DISTRIBUTION AND DUCT INSTALLATION WORK:		

MACOMB, MONROE, OAKLAND, ST. CLAIR,
WASHTENAW AND WAYNE COUNTIES:

GROUP 1	20.05	8.15
GROUP 2	19.92	8.15
GROUP 3	18.75	8.15
GROUP 4	18.22	8.15

STATEWIDE (does not include Macomb,
Monroe, Oakland, St. Clair,
Washtenaw and Wayne Counties):

GROUP 1	19.14	8.15
GROUP 2-A	19.04	8.15
GROUP 2-B	18.82	8.15
GROUP 3	18.04	8.15
GROUP 4	17.54	8.15

SCOPE OF WORK:

The construction, installation, treating and reconditioning of pipelines transporting gas vapors within cities, towns, subdivisions, suburban areas, or within private property boundaries, up to and including private meter settings of private industrial, governmental or other premises, more commonly referred to as "Distribution Work," starting from the first metering station, connection, similar or related facility, of the main or cross country pipeline and including duct installation.

DEFINITION OF GROUPS:

MACOMB, MONROE, OAKLAND, ST. CLAIR, WASHTENAW AND WAYNE COUNTIES:

GROUP 1: Backhoe, crane, grader, mechanic, dozer (D-6 equivalent or larger), side boom (D-4 equivalent or larger), trencher, endloader (2 yd. capacity or greater)

GROUP 2: Dozer (less than D-6 equivalent), endloader (under 2 yd. capacity), side boom (under D-4 capacity), backfiller, pumps (1 or 2 of 6-inch discharge or greater), boom truck (with powered boom), tractor (wheel type other than backhoe or front endloader)

GROUP 3: Tamper (self-propelled), boom truck (with non-powered boom), concrete saw (20 hp or larger), pumps (2 to 4 under 6-inch

discharge), compressor (2 or more or when one is used continuously into the second day)

GROUP 4: Oiler, hydraulic pipe pushing machine, grease person, directional boring machine

STATEWIDE (does not include Macomb, Monroe, Oakland, St. Clair, Washtenaw and Wayne Counties):

GROUP 1: Mechanic, crane (over 1/2 yd. capacity), backhoe (over 1/2 yd. capacity), grader (Caterpillar 12 equivalent or larger)

GROUP 2-A: Trencher, backhoe (1/2 yd. capacity or less)

GROUP 2-B: Crane (1/2 yd. capacity or less), compressor (2 or more), dozer (D-4 equivalent or larger), endloader (1 yd. capacity or larger), pump (1 or 2 six-inch or larger), side boom (D-4 equivalent or larger)

GROUP 3: Backfiller, boom truck (powered), concrete saw (20 hp or larger), dozer (less than D-4 equivalent), endloader (under 1 yd. capacity), farm tractor (with attachments), pump (2 - 4 under six-inch capacity), side boom

GROUP 4: Oiler, grease person, directional boring machine

IRON0008H 05/01/1997

	Rates	Fringes
ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:		

IRONWORKERS:

General contracts \$10,000,000 or greater	11.20	9.04
General contracts less than \$10,000,000	19.29	9.04

IRON0025B 06/01/1997

	Rates	Fringes
ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LIVINGSTON, MACOMB, MIDLAND, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, SANILAC, SHIAWASSEE, ST. CLAIR, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:		

IRONWORKERS:

Ornamental, structural, precast erector	21.95	14.39
Fence erector	15.66	9.79
Siding & decking	17.67	12.32

IRON0025G 04/01/1997

IRONWORKER - PRE-ENGINEERED METAL BUILDING ERECTOR: Rates Fringes

GENESEE AND LAPEER COUNTIES;

LIVINGSTON COUNTY (east of Burkhardt Rd.); MACOMB, OAKLAND AND ST. CLAIR COUNTIES; WASHTENAW COUNTY (east of US #23); AND WAYNE COUNTY	17.45	8.84
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REMAINDER OF STATE	16.23	7.84
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* IRON0025Z 06/01/1997

ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD,
GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA,
JACKSON, LAPEER, LIVINGSTON, MACOMB, MIDLAND, MONTMORENCY,
OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON,
SAGINAW, SANILAC, SHIAWASSEE, ST. CLAIR, TUSCOLA, WASHTENAW AND
WAYNE COUNTIES: Rates Fringes

IRONWORKERS:

Machinery mover, rigger and machinery erector	20.23	13.57
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IRON0026X 06/01/1997

ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD,
GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA,
JACKSON, LAPEER, LIVINGSTON, MACOMB, MIDLAND, MONTMORENCY,
OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON,
SAGINAW, SANILAC, SHIAWASSEE, ST. CLAIR, TUSCOLA, WASHTENAW AND
WAYNE COUNTIES: Rates Fringes

IRONWORKERS:

Reinforcing	20.82	13.51
Wire mesh	17.19	12.24

IRON0055E 07/01/1997

	Rates	Fringes
LENAWEE AND MONROE COUNTIES:		
IRONWORKERS:		
Flat road mesh	13.30	9.93
Pre-engineered metal buildings	15.81	9.93
Fences and guardrails	14.98	9.54
Tunnels and caissons under pressure	21.43	9.93
Furnaces, kilns, temp units over 125 degrees F.	21.93	9.93
All other work	20.53	9.93

IRON0292C 06/01/1997

	Rates	Fringes
BERRIEN AND CASS COUNTIES:		
IRONWORKER	17.90	8.71

IRON0340A 06/01/1996

	Rates	Fringes
ALLEGAN, ANTRIM, BARRY, BENZIE, BRANCH, CALHOUN, CHARLEVOIX, EATON, EMMET, GRAND TRAVERSE, HILLSDALE, IONIA, KALAMAZOO, KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA, MISSAUKEE, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA, ST. JOSEPH, VAN BUREN AND WEXFORD COUNTIES:		

IRONWORKERS:

Reinforcing and structural	16.18	8.01
Rigging work on heavy and highway construction:		
Work performed on power plants, dams, locks and bridges	17.12	6.06
All other work	16.69	4.16

LABO0005H 12/01/1995

	Rates	Fringes
LABORERS:		
HAZARDOUS WASTE ABATEMENT:		

MACOMB, OAKLAND AND WAYNE COUNTIES:

Level D	17.29	5.75
Levels A, B or C	18.29	5.75

LIVINGSTON COUNTY (east of Oak Grove

Road, excluding the City of Howell); AND WASHTENAW COUNTY:		
Level D	16.54	4.15
Levels A, B or C	17.54	4.15
MONROE COUNTY:		
Level D	16.59	4.15
Levels A, B or C	17.59	4.15
CLINTON, EATON, HILLSDALE AND INGHAM COUNTIES; IONIA COUNTY (City of Portland); JACKSON AND LENAWEE COUNTIES; LIVINGSTON COUNTY (west of Oak Grove Road, including the City of Howell); SANILAC AND ST. CLAIR COUNTIES:		
Level D	15.83	4.15
Levels A, B or C	16.83	4.15
GENESEE, LAPEER AND SHIAWASSEE COUNTIES:		
Level D	15.44	4.15
Levels A, B or C	17.44	4.15
ARENAC, BAY, CLARE, GLADWIN, GRATIOT, HURON, ISABELLA, MIDLAND, OGEMAW, ROSCOMMON, SAGINAW AND TUSCOLA COUNTIES:		
Level D	16.23	4.15
Levels A, B or C	17.23	4.15
ALLEGAN, BARRY, BERRIEN, BRANCH, CALHOUN, CASS AND KALAMAZOO COUNTIES; LAKE COUNTY (east of M-37); MUSKEGON, NEWAYGO, OCEANA, ST. JOSEPH AND VAN BUREN COUNTIES:		
Level D	14.73	4.15
Levels A, B or C	15.73	4.15
ALCONA, ALPENA, ANTRIM, BENZIE, CHARLEVOIX, CHEBOYGAN, CRAWFORD, EMMET AND GRAND TRAVERSE COUNTIES; IONIA COUNTY (except the city of Portland); IOSCO, KALKASKA AND KENT COUNTIES; LAKE COUNTY (west of M-37); LEELANAU, MANISTEE, MASON, MECOSTA, MISSAUKEE, MONTCALM, MONTMORENCY, OSCEOLA, OSCODA,		

OTSEGO, OTTAWA, PRESQUE ISLE AND
WEXFORD COUNTIES:

Level D	13.26	4.15
Levels A, B or C	14.26	4.15

ALGER, BARAGA, CHIPPEWA, DELTA,
DICKINSON, GOGEBIC, HOUGHTON, IRON,
KEWEENAW, LUCE, MACKINAC,
MARQUETTE, MENOMINEE, ONTONAGON AND
SCHOOLCRAFT COUNTIES:

Level D	14.97	4.15
Levels A, B or C	15.97	4.15

* LAB00259B 09/01/1997

	Rates	Fringes
LABORERS:		
TUNNEL, SHAFT & CAISSON:		

SCOPE OF WORK:

Tunnel, shaft and caisson work of every type and description and all operations incidental thereto, including, but not limited to, shafts and tunnels for sewers, water, subways, transportation, diversion, sewerage, caverns, shelters, aquifers, reservoirs, missile silos and steel sheeting for underground construction.

MACOMB, OAKLAND AND WAYNE COUNTIES:

GROUP 1	18.04	6.45
GROUP 2	18.15	6.45
GROUP 3	18.21	6.45
GROUP 4	18.39	6.45
GROUP 5	18.65	6.45
GROUP 6	18.97	6.45
GROUP 7	22.25	6.45

STATEWIDE (except for Macomb,
Oakland and Wayne Counties):

GROUP 1	18.64	4.35
GROUP 2	18.73	4.35
GROUP 3	18.83	4.35
GROUP 4	18.99	4.35
GROUP 5	19.25	4.35
GROUP 6	19.56	4.35
GROUP 7	11.83	4.35

GROUP 7	12.32	4.35
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ARENAC, BAY, CLARE, GLADWIN, GRATIOT,
 HURON, ISABELLA, MIDLAND, OGEMAW,
 ROSCOMMON, SAGINAW AND TUSCOLA
 COUNTIES:

GROUP 1	17.23	4.35
GROUP 2	17.37	4.35
GROUP 3	17.49	4.35
GROUP 4	17.54	4.35
GROUP 5	17.58	4.35
GROUP 6	14.68	4.35
GROUP 7	11.73	4.35

ALLEGAN, BARRY, BERRIEN, BRANCH,
 CALHOUN, CASS AND KALAMAZOO
 COUNTIES; LAKE COUNTY (eastern
 part); MUSKEGON, NEWAYGO, OCEANA,
 ST. JOSEPH AND VAN BUREN COUNTIES:

GROUP 1	15.73	4.35
GROUP 2	15.84	4.35
GROUP 3	15.95	4.35
GROUP 4	16.04	4.35
GROUP 5	16.16	4.35
GROUP 6	13.48	4.35
GROUP 7	11.73	4.35

ALCONA, ALPENA, ANTRIM, BENZIE,
 CHARLEVOIX, CHEBOYGAN, CRAWFORD,
 EMMET AND GRAND TRAVERSE COUNTIES;
 IONIA COUNTY (except the city of
 Portland); IOSCO, KALKASKA AND KENT
 COUNTIES; LAKE COUNTY (western
 part); LEELANAU, MANISTEE, MASON,
 MECOSTA, MISSAUKEE, MONTCALM,
 MONTMORENCY, OSCEOLA, OSCODA,
 OTSEGO, OTTAWA, PRESQUE ISLE AND
 WEXFORD COUNTIES:

GROUP 1	14.26	4.35
GROUP 2	14.39	4.35
GROUP 3	14.51	4.35
GROUP 4	14.58	4.35
GROUP 5	14.68	4.35
GROUP 6	12.01	4.35
GROUP 7	11.73	4.35

ALGER, BARAGA, CHIPPEWA, DELTA,
 DICKINSON, GOGEBIC, HOUGHTON, IRON,
 KEWEENAW, LUCE, MACKINAC, MARQUETTE,
 MENOMINEE, ONTONAGON AND SCHOOLCRAFT

COUNTIES:

GROUP 1	15.97	4.35
GROUP 2	16.11	4.35
GROUP 3	16.24	4.35
GROUP 4	16.29	4.35
GROUP 5	16.34	4.35
GROUP 6	13.72	4.35
GROUP 7	11.83	4.35

OPEN CUT LABORER CLASSIFICATIONS

GROUP 1: Construction laborer

GROUP 2: Mortar and material mixer, concrete form person, signal person, well point person, manhole, headwall and catch basin builder, guard rail builder, headwall, seawall, breakwall, dock builder and fence erector

GROUP 3: Air, gasoline and electric tool operator, vibrator operator, driller, pump person, tar kettle operator, bracer, rodder, reinforced steel or mesh person (e.g., wire mesh, steel mats, dowel bars, etc.), welder, pipe jacking and boring person, wagon drill and air track operator and concrete saw operator (under 40 h.p.), windlass and tugger person and directional boring person

GROUP 4: Trench or excavating grade person

GROUP 5: Pipe layer (including crock, metal pipe, multi-plate or other conduits)

GROUP 6: Grouting person, audio-visual television operations and all other operations in connection with closed circuit television inspection, pipe cleaning and pipe relining work

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

LABO0465A 06/01/1997

	Rates	Fringes
LABORERS:		
(does not include hazardous waste abatement; tunnel, shaft & caisson; or open cut construction):		

GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES:

GROUP 1	19.76	4.35
GROUP 2	19.46	4.35

GROUP 8: Asphalt shoveler or loader; asphalt plant miscellaneous; axe; batch bin (no power); burlap; carpenter's tender; subgrade labor (hand tools); yard; guard rail builder's tender; highway and median barrier installer's tenders (including sound and crash barrier); fence erector's tender; dumper (wagon, truck, etc.); jetting laborer; joint filling laborer; miscellaneous unskilled laborer; powder monkey (tender); sprinkler laborer; laborer; form setting laborer; form stripper; pavement reinforcing; handling and placing (e.g. wire mesh, mats, dowel bars, etc.); waterproofing; seal coating; slurry mix; material recycling laborer; horizontal paver laborer (brick, concrete, clay, stone and asphalt); ground stabilization and modification laborer; shoring, underpinning, bridge painting (spray, roller and brush), sandblasting, pressure grouting, bridge pin and hanger removal

 PAIN0022B 06/01/1996

	Rates	Fringes
HILLSDALE, JACKSON AND LENAWEE COUNTIES; LIVINGSTON COUNTY (east of the eastern city limits of Howell, not including the city of Howell, south to the Washtenaw County line and north to the Genesee County line); MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES:		

PAINTERS:

Brush	20.19	7.30
Brushing, cleaning and other preparatory work (other than spraying or steeplejack work) at scaffold heights of 50 ft. from the ground or higher; All preparatorial work and painting performed on open steel under 40 ft. when no scaffolding is involved; All swing stage work - window jacks and window belts - exterior and interior; All preparatorial work and painting on all highway bridges or overpasses up to 40 ft. in height	20.69	7.30
Spray, sandblast, up to a scaffold height of 40 ft.	20.99	7.30
Steeplejack work over 40 ft.	21.44	7.30

 PAIN0119A 05/10/1995

	Rates	Fringes
ALLEGAN COUNTY (Townships of Dorr, Fillmore, Heath, Hopkins, Laketown, Leighton, Manlius, Monterrey, Overisel, Salem, Saugatuck and Wayland); IONIA COUNTY (Townships of Berlin,		

Boston, Campbell, Easton, Ionia, Keene, Odessa, Orange, Orleans, Otisco, Ronald and Sebewa); KENT, MECOSTA AND MONTCALM COUNTIES; NEWAYGO COUNTY (Townships of Barton, Big Prairie, Brooks, Croton, Ensley, Everett, Goodwell, Grant, Home, Monroe, Norwich and Wilcox); OSCEOLA COUNTY (except the townships of Marion and the northeastern corners of Highland and Middle Branch); OTTAWA COUNTY (Townships of Allendale, Blendone, Chester, Georgetown, Holland, Jamestown, Olive, Park, Polkton, Port Sheldon, Tallmadge, Wright and Zeeland):

PAINTERS:

Brush	14.66	3.81
Paperhanging - wall covering; Drywall finisher	14.91	3.81
Swing stage, brush	15.16	3.81
Spray; Steam cleaning; Fireproofing	15.66	3.81
Swing stage, spray or sandblast; Steeplejack; Electric substations; Interior pipes, closed vessels and closed tanks, spray; Interior high work, brush	16.16	3.81
Window jacks and belts; Interior pipes, closed vessels and closed tanks, brush	15.16	3.81
Waterblast; Sandblast	16.41	3.81
Interior high work, spray	17.16	3.81
Bridges over highways or railroads		
Bridges - brush	14.91	3.81
Bridges - spray	15.91	3.81
Bridges - waterblast, sandblast	16.41	3.81

PAIN0312A 06/01/1992

	Rates	Fringes
ALLEGAN COUNTY (southeast 1/4); BARRY COUNTY (west of Hwy. M-43); CASS COUNTY (east half); KALAMAZOO AND ST. JOSEPH COUNTIES; VAN BUREN COUNTY (east half):		

PAINTERS:

Brush, pan roller, taping and sign	15.70	3.71
Spray, sand blasting and swing stage	16.90	3.71
Steeplejack	16.55	3.71
Mechanical roller	16.40	3.71
Vinyl hanger	15.90	3.71

PAIN0475A 06/01/1994

Rates Fringes

MUSKEGON COUNTY; NEWAYGO COUNTY (except the Townships of Barton, Big Prairie, Brooks, Croton, Ensley, Everett, Goodwell, Grant, Home, Monroe, Norwich and Wilcox):

PAINTER	14.25	2.01
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PAINC859C 06/01/1997

Rates Fringes

BARRY (east of Hwy. M-43); BRANCH AND CALHOUN COUNTIES; and EATON COUNTY (Townships of Bellevue and Olivet):

PAINTERS:

Brush, roller, and power washing	17.95	1.00
Spray painting, sandblasting	19.25	1.00
Swing stage, boatswains chair when employee is above 50 ft. and not aided by OSHA-approved aerial lift or platform (condor, scissors lift, etc.)	19.35	1.00
Confined space as defined by OSHA Sec. 1A, power washing, washing brush, roller, spray painting, sandblasting	20.85	1.00
Steeplejack work	21.35	1.00

PAINC845C 05/01/1992

Rates Fringes

CLINTON, GENESEE AND INGHAM COUNTIES; IONIA COUNTY (including the cities of Lyons, Muir and Portland); LIVINGSTON COUNTY (west of the eastern city limits of Howell, including the city of Howell, north to the Genesee county line and south to the Washtenaw county line); AND SHIAWASSEE COUNTY:

PAINTERS:

Brush and roller	16.50	3.57
Paper and vinyl hangers; Sandblasting, steam cleaning and acid cleaning, swing stage, boatswain chair, window jacks, brush & preparatory work above 30 ft. in height (additional 10 cents per hour for each additional 15 ft.)	17.40	3.57
Pressure roller	15.30	3.57
Spray gun work, pick puller; Hazardous work; Steeplejack,		

tanks, gas holders, stacks,
 flagpoles, radio towers and
 beacons, powerline towers
 and bridges; Application of
 paint by mitt

17.20

3.57

PAIN1052D 11/01/1987

GENESEE AND LAPEER COUNTIES; AND SHIAWASSEE COUNTY (excluding
 western quarter):

Rates

Fringes

PAINTERS:

Brush & roller	14.50	2.96
Paperhanger, sandblast & vinyl hangers	14.80	2.96
Pressure roller	15.30	2.96

PAIN1408A 06/01/1996

BENZIE, LAKE, MANISTEE AND MASON COUNTIES:

Rates

Fringes

PAINTERS:

Brush and roller	20.00	
Spray; sandblasting; roller use behind spray	21.50	
Structural steel, brush	20.60	
Painting and sandblasting inside tanks, vessels and penstocks and tubes; and steeplejack	23.00	
Mechanical pressure roller; paper hanging; sign and pictorial; drywall	20.50	

* PAIN1474B 06/01/1992

HURON, ST. CLAIR, SANILAC AND TUSCOLA COUNTIES:

Rates

Fringes

PAINTERS:

Commercial and industrial repaint work; and bridges:		
Brush and roller	16.20	3.64
Spray, sandblast, paperhanger, swing stage and open steel	17.10	3.64
All other work:		
Brush and roller	18.00	3.64
Spray, sandblast, paperhanger, swing stage and open steel	19.00	3.64

GROUP 2	17.53	266.90*
GROUP 3	17.72	266.90*

STATEWIDE (does not include Genesee,
Livingston, Macomb, Monroe, Oakland,
Washtenaw and Wayne Counties:

GROUP 1	17.29	266.90*
GROUP 2	17.43	266.90*
GROUP 3	17.54	266.90*

FOOTNOTE:

Per week, per employee.

PAID HOLIDAYS:

New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If the holiday falls on Saturday or during an employee's scheduled vacation, the employee shall be paid for such holiday.

SCOPE OF WORK:

Excavation, site preparation, land balancing, grading, sewers, utilities and improvements; also including, but not limited to, tunnels, underground piping, retention, oxidation, flocculation facilities, conduits, general excavation and steel sheeting for underground construction. Underground construction work shall not include any structural modifications, alterations, additions and repairs to buildings or highway work, including roads, streets, bridge construction and parking lots or steel erection.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Truck driver on all trucks (EXCEPT dump trucks of 8 cubic yards capacity or over, pole trailers, semis, low boys, Euclid, double bottom and fuel trucks)

GROUP 2: Truck driver on dump trucks of 8 cubic yards capacity or over, pole trailers, semis and fuel trucks

GROUP 3: Truck driver on low boy, Euclid and double bottom

TEAM0247D 06/01/1994

SIGN INSTALLERS:

Rates

Fringes

GENESEE, MACOMB, MONROE, OAKLAND,
WASHTENAW AND WAYNE COUNTIES:

GROUP 1	16.02	5.11
GROUP 2	15.77	5.11

STATEWIDE (does not include Genesee, Macomb, Monroe, Oakland, Washtenaw and Wayne Counties:

GROUP 1	14.82	5.11
GROUP 2	14.57	5.11

SIGN INSTALLER CLASSIFICATIONS

GROUP 1: performs all necessary labor and uses all tools required to construct and set concrete forms required in the installation of highway and street signs

GROUP 2: performs all miscellaneous labor, uses all hand and power tools, and operates all other equipment, mobile or otherwise, required for the installation of highway and street signs

 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
 =====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

 In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

Bond No. 19-001-877

This information required by
Act 327 of 1945 in order
to obtain surety guarantee

1383 (12/96)

MICHIGAN DEPARTMENT OF TRANSPORTATION

MICHIGAN AERONAUTICS COMMISSION

AIRPORT PROGRAM

BONDS

St. Clair County International
Airport

FM 77-3-C58 - 45956 A

B-26-0080-0898

(Airport Name)

(State Contract Id)

(Project No.)

Bond No. 19-001-877

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That We, Barrett Paving Materials, Inc.

a Delaware Corporation, as principal, and Liberty Mutual Insurance Company, as
a Massachusetts corporation
surety, are held and firmly bound unto the City of St. Clair and the Michigan Department of Transportation for the
Michigan Aeronautics Commission, as agent, in the penal sum of ***FIVE HUNDRED EIGHTY NINE THOUSAND
(\$589,993.00)
NINE HUNDRED NINETY THREE*** dollars, lawful money of the United States, to be paid to the said City of St.
Clair and the Michigan Department of Transportation for the agent or to their certain attorney or assigns, to which payment,
well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly
by these presents.

Sealed with our seals and dated this 19th day of March, A.D. 19 98

The condition of this obligation is such that if the above named principal shall and will, well and faithfully, and fully,
do, execute and perform the contract to which this bond is attached, according to the terms and conditions thereof, including
extensions of time, (notice of which is hereby waived by the surety), then this obligation is to be void, otherwise to remain
in full force and effect.

Barrett Paving Materials, Inc.

a Delaware Corporation Principal

By William G. Bennett, Controller

By _____

By _____

Liberty Mutual Insurance Company

Surety

By Steven K. Brandon, Attorney-in-Fact

NOTE: If the principal is a co-partnership, each member must sign these bonds. If the principal is a corporation, evidence
of the authority of officer signing must be attached or be on file with the Michigan Department of Transportation.
The Surety Company shall attach a valid Power of Attorney of person or persons executing bond for the company.

Willis Corroon Corporation of Michigan
One Towne Square, Suite 800
P. O. Box 5104
Southfield, Michigan 48086-5104

Commission Received by:

St. Clair County International
Airport

FM 77-3-C58 - 45956 A

B-26-0080-0898

(Airport Name)

(State Contract Id)

(Project No.)

Bond No. 19-001-877

LIEN BOND

KNOW ALL MEN BY THESE PRESENTS, That We, Barrett Paving Materials, Inc. a Delaware Corporation, as principal, and Liberty Mutual Insurance Company, as surety, are held and firmly bound unto the People of the State of Michigan and City of St. Clair, Michigan, as obligee, in the sum of *****FIVE HUNDRED EIGHTY NINE THOUSAND NINE HUNDRED NINETY THREE***** dollars, lawful money of the United States, to be paid to the said People of the State of Michigan, or to its assigns, or to any person, firm or corporation who may furnish labor, materials, supplies for equipment, for camp or construction, and equipment on a rental basis, on account of and actually used in the performance of the contract hereinafter mentioned, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, and each and every one of them firmly by these presents.

Sealed with our seals and dated this 19th day of March, A.D. 19 98

The condition of this obligation is such that if there shall be paid, as the same may become due and payable, all indebtedness which may arise from said principal to a sub-contractor or to any person, firm or corporation on account of any labor, material, supplies for equipment, for camp or construction, and rental of equipment, furnished and actually used in the performance of the contract to which this bond is attached, including extensions of time, (notice of which is hereby waived by the surety), then this obligation is to be void, otherwise to remain in full force and effect.

Barrett Paving Materials, Inc.

a Delaware Corporation Principal

By William G. Bennett
William G. Bennett, Controller

By _____

By _____

Liberty Mutual Insurance Company

Surety

By Steven X. Brandon
Steven X. Brandon, Attorney-In-Fact

RESOLUTION 98-21

ADOPTING AND APPROVING THE EXECUTION OF THE CONSTRUCTION
ENGINEERING AGREEMENT FOR
THE ST. CLAIR COUNTY INTERNATIONAL AIRPORT

WHEREAS, it has been deemed necessary to have an outside contractor perform the professional construction engineering services for the rehabilitation of Taxiway B and Medium Intensity Taxiway Lighting, Rehabilitation of the Non-Directional Beacon, Expansion of Apron and Relocation of Entrance Road; and

WHEREAS, Whitworth Borta, Inc. has submitted Change Order No. 1 to the Agreement for Professional Engineering Services, approved on September 23, 1997; and

WHEREAS, Changer Order No. 11 is to provide the construction engineering services in accordance with their proposal in the amount of \$60,349.98; and

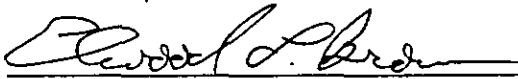
WHEREAS, Whitworth Borta, Inc. has submitted a copy of their proposal to the Michigan Bureau of Aeronautics for concurrent approval; and

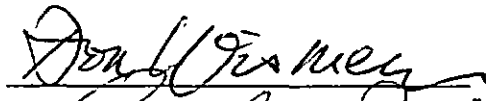


WHEREAS, Change Order No. 1 for the Construction Engineering Agreement prepared by Whitworth Borta, Inc. has been recommended for approval for the above named project by a resolution adopted by the St. Clair County International Airport Commission on April 22, 1998.

NOW, THEREFORE, BE IT RESOLVED, That the St. Clair County Board of Commissioners grants approval and authorizes the Chairperson to execute aforementioned construction engineering agreement subject to approval by the Michigan Bureau of Aeronautics.

DATED: May 13, 1998

Reviewed and Approved by:


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

RESOLUTION 98-20

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-26-0080-0898

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

Section I. That the County Board of Commissioners, of St. Clair County, Michigan shall enter into a Grant Agreement for the development of the St. Clair County International Airport, and that such Grant Agreement shall be as set forth hereinbelow:

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

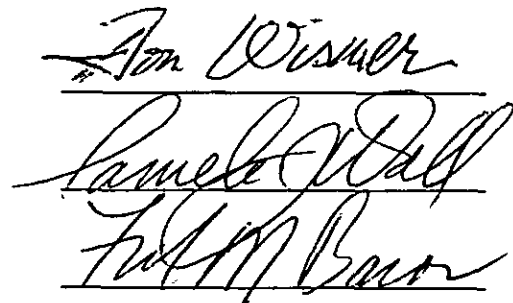
Section III. That the Grant Agreement referred to hereinbelow shall be as attached:

DATED: May 13, 1998

Reviewed and Approved by:



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



RESOLUTION NO. 98-01

AIRPORT COMMISSION
OF THE COUNTY OF ST. CLAIR

RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF THE GRANT AGREEMENT BY THE COUNTY OF ST. CLAIR COUNTY BOARD OF COMMISSIONERS OF PORT HURON, MICHIGAN, AND THE DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF OBTAINING FEDERAL AID FOR THE DEVELOPMENT OF THE ST. CLAIR COUNTY INTERNATIONAL AIRPORT, UNDER PROJECT NO. B-26-0080-0898.

WHEREAS, the County of St. Clair has received a Grant Offer from the Michigan Department of Transportation, Agreement No. 98-0412, Federal Project No. B-26-0080-0898, DAB, in the amount of \$718,000 for the "Reconstruction of Taxiway B and Medium Intensity Taxiway Lights; Rehabilitation of Non-Directional Beacon; Expansion of Apron; and Relocation of Entrance Road as 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 Hool, Commissioner Blumerich,
Commissioner Peterson, Commissioner Wilhelm

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 St. Clair County International Airport Commission held on Wednesday, April 22, 1998 at 7:00 p.m. in Kimball Township's Kleckner Hall, 1955 Allen Road, Kimball, Michigan.



Janet C. Kitamura, Secretary

EXTRACT FROM THE MINUTES OF A _____ MEETING OF THE ST. CLAIR COUNTY BOARD OF COMMISSIONERS AT PORT HURON, MICHIGAN, HELD ON _____, 1998.

The following Resolution was introduced, read in full, considered and adopted:

RESOLUTION

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-26-0080-0898.

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

Section I. That the County Board of Commissioners, of St. Clair County, Michigan, shall enter into a Grant Agreement for the development of the St. Clair County International Airport, and that such Grant Agreement shall be as set forth hereinbelow:

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

Section III. That the Grant Agreement referred to hereinbelow shall be as attached:

ATTORNEY CERTIFICATION

St. Clair County Board of Commissioners
Port Huron, Michigan
Federal Project No. C-26-0080-0898
Contract No. 98-0412

I, Frank O. Staiger, Acting as attorney for the St. Clair County Board of Commissioners (Sponsor) do hereby certify, that there are no circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the airport, or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the contract and attachments referenced above, either by limiting its legal or financial ability or otherwise.

Dated this 15th day of April, 1998


(Signature of Sponsor's Attorney)

AGREEMENT NO. 98-0412
FED. PROJ. NO. B-26-0080-0898
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 St. Clair County Board of Commissioners, 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 March 31, 1998, attached hereto and made a part hereof.

Reconstruction of Taxiway B and Medium Intensity Taxiway Lights; Rehabilitation of Non-Directional Beacon; Expansion of Apron; and Relocation of Entrance Road as 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	\$646,200
Maximum DEPARTMENT share	35,900
SPONSOR share	<u>35,900</u>
Estimated PROJECT COST	\$718,000

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.

ST. CLAIR COUNTY BOARD OF COMMISSIONERS

BY: _____
TITLE:

MICHIGAN DEPARTMENT OF TRANSPORTATION

BY: _____
TITLE: Department Director

EXHIBIT 1

ST. CLAIR COUNTY INTERNATIONAL AIRPORT PORT HURON, MICHIGAN

Project No. B-26-0080-0898

31-Mar-98

	Federal	State	Local	Total
ADMINISTRATION	\$3,600	\$200	\$200	\$4,000
DEPARTMENT-AERO	\$3,600	\$200	\$200	\$4,000
ENGINEERING	\$55,975	\$3,110	\$3,110	\$62,194
AERO - Design		Included in 0797 Grant		
Consultant - Design		Included in 0797 Grant		
AERO - Const Supv	\$4,500	\$250	\$250	\$5,000
Consultant - Const Supv	\$51,475	\$2,860	\$2,860	\$57,194
CONSTRUCTION	\$551,403	\$30,634	\$30,633	\$612,670
C58-Reconst Twy B & MITL, Rehab Beacon, Expand Apron, Relocate Entrance Rd.	\$530,994	\$29,500	\$29,500	\$589,993
Relocate/Bury Powerlines	\$15,009	\$834	\$834	\$16,677
Change Order for Ramp Lighting, Power Hookups.	\$5,400	\$300	\$300	\$6,000
CONTINGENCIES	\$35,222	\$1,957	\$1,957	\$39,136
Funding Contingencies	\$35,222	\$1,957	\$1,957	\$39,136
TOTAL PROJECT BUDGET	\$646,200	\$35,900	\$35,900	\$718,000

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 general utility 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 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

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 shall 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

NUMBER
SUBJECT

70/7460-1H
CHG 1 & 2
Obstruction Marking and Lighting

150/5000-13
Announcement of Availability--RTCA Inc., Document RTCA-221,
Guidance and Recommended Requirements for Airport Surface
Movement Sensors

150/5100-14C
Architectural, Engineering, and Planning Consultant Services
for Airport Grant Projects

150/5210-5B
Painting, Marking and Lighting of Vehicles Used on an
Airport

150/5210-7B
Aircraft Fire and Rescue Communications

150/5210-14
Airport Fire and Rescue Personnel Protective Clothing

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

150/5210-18
Systems for Interactive Training of Airport Personnel

150/5220-4B
Water Supply Systems for Aircraft Fire and Rescue Protection

150/5220-10A
Guide Specification for Water/Foam Type Aircraft Rescue and
Firefighting Vehicles

150/5220-13B
Runway Surface Condition Sensor Specification Guide

150/5220-14A
Airport Fire and Rescue Vehicle Specification Guide

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

150/5220-17A
Design Standards for Aircraft Rescue Firefighting Training
Facilities

150/5220-18
Buildings for Storage and Maintenance of Airport Snow and
Ice Control Equipment and Materials

150/5220-19
Guide Specification for Small, Dual-Agent Aircraft Rescue
and Firefighting Vehicles

150/5220-20
CHG 1
Airport Snow and Ice Control Equipment

150/5220-21
CHG 1
Guide Specification for Lifts Used to Board Airline
Passengers With Mobility Impairments

150/5300-13
CHG 1, 2, 3, 4
Airport Design

150/5300-14
Design of Aircraft Deicing Facilities

150/5300-15
Use of Value Engineering for Engineering Design of Airport
Grant Projects

150/5320-5B
Airport Drainage

150/5320-6C
CHG 1 & 2
Airport Pavement Design and Evaluation

150/5320-12B
Measurement, Construction and Maintenance of Skid Resistant
Airport Pavement Surfaces

150/5320-14
Airport Landscaping for Noise Control Purposes

150/5325-4A
CHG 1
Runway Length Requirements for Airport Design

150/5340-1G
Standards for Airport Markings

150/5340-4C
CHG 1 & 2
Installation Details for Runway Centerline Touchdown Zone
Lighting Systems

150/5340-5B
CHG 1
Segmented Circle Airport Marker System

150/5340-14B
CHG 1 & 2
Economy Approach Lighting Aids

150/5340-17B
Standby Power for NonFAA Airport Lighting Systems

150/5340-18C
CHG 1
Standards for Airport Sign Systems

150/5340-19
Taxiway Centerline Lighting System

150/5340-21
Airport Miscellaneous Lighting Visual Aids

150/5340-23B
Supplemental Wind Cones

150/5340-24
CHG 1
Runway and Taxiway Edge Lighting System

150/5340-27A
Air-to-Ground Radio Control of Airport Lighting Systems

150/5345-3D
Specification for L821 Panels for Remote Control of Airport
Lighting

150/5345-5A
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
CHG 1 & 2
Specification for L823 Plug and Receptacle, Cable Connectors

150/5345-27C

Specification for Wind Cone Assemblies

150/5345-28D

CHG 1

Precision Approach Path Indicator (PAPI) Systems

150/5345-39B

CHG 1

FAA Specification L853, Runway and Taxiway Centerline
Retroreflective Markers

150/5345-42C

CHG 1

Specification for Airport Light Bases, Transformer Housings,
Junction Boxes and Accessories

150/5345-43D

Specification for Obstruction Lighting Equipment

150/5345-44F

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-26-0080-0898

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 nav aids that are fixed by their functional purposes or any other structure approved by the FAA. Any existing structures or uses within the Runway Protection Zone will be cleared or discontinued unless approved by the FAA.
 - b. Existing Easement Interest in the Runway Protection Zone.
The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is a hazard to air navigation or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
2. AIR AND WATER QUALITY Approval of the project included in this agreement is conditioned on the Sponsor's compliance with applicable air and water quality standards in accomplishing project construction and in operating the airport. Failure to comply with this requirement may result in suspension, cancellation, or termination of federal assistance under this agreement.
3. 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, offer or, 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.

7. APPROACH LIGHT CLEARING The Sponsor hereby covenants and agrees that it will not cause or permit any structure or object of natural growth to extend above the light planes within the land area (presently or hereafter owned or controlled by the Sponsor) comprising the site of any Approach Light System serving the aforesaid airport. The site is an area extending 2,600 feet outward from the approach threshold of the runway served and 400 feet in width located symmetrically about the extended runway centerline. The dimensions and slopes of the light planes shall be consistent with AC 150/5300-13 as applied to actual light elevations.
8. FAA PARKING The parties hereto recognize that a continuing need exists for parking space for Government owned and controlled automotive equipment used or assigned for use in serving FAA facilities and equipment on or in the vicinity of the airport. It is agreed by the parties hereto that the Sponsor will continue to provide, without charge, designated parking space as now exists in reasonable proximity to FAA operations for such automotive equipment and that no change or modifications will be made in such designation without the consent of the parties hereto or their designated representative.

The parties hereto further recognize the need for adequate parking space for the motor vehicles used by the FAA employees for transportation to their place of employment and assigned duty stations on the airport. It is fully understood by and between the parties hereto that the Sponsor has made adequate parking space available to these employees on terms that are as favorable as those provided to the Sponsor's employees and the employees of others having duty stations on the airport. It is agreed by the parties hereto that the relationship now existing with respect to automobile parking space for FAA employees will continue and that no change will be made to alter this relationship or to either curtail or enlarge the demand for the parking facilities designated without the consent and concurrence of the parties hereto or their designated representative.

9. PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF \$250,000 The Sponsor agrees to perform the following:
 - a. Furnish a construction management program to FAA prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program shall include as a minimum:
 - (1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.

- (2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
 - (3) Procedures for determining that testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation, referenced in the contract specifications (D 3666, C 1077).
 - (4) Qualifications of engineering supervision and construction inspection personnel.
 - (5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
 - (6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or did not meet the applicable test standard. The report shall include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the FAA.
 - c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, shall, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction shall be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
 - d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.
10. VISUAL OR ELECTRONIC NAVAIDS IN PROJECT The Sponsor must provide for the continuous operation and maintenance of any navigational aid funded under the AIP during the useful life of the equipment and check the facility prior to its commissioning to assure it meets the operational standards. The Sponsor must also remove, relocate, or lower each obstruction on the approach or provide for the adequate lighting or marking of the

obstruction if any aeronautical study conducted under FAR Part 77 determines that to be acceptable, and mark and light the runway, as appropriate. The Federal Aviation Administration (FAA) will not take over the ownership, operation, or maintenance of any Sponsor-acquired equipment.

11. AIRPORT LIGHTING IN PROJECT PLAN SUBMITTED OK It is understood and agreed by and between the parties hereto that federal participation in that portion of the development described on Page 1 hereof, relating to airport lighting, is predicated upon the Sponsor's Plan of Operation concerning the use and operation of such airport lighting, dated 9/3/92, which plan is incorporated herein and made a part hereof. The Sponsor agrees to obtain Department approval for any change to the plan and/or changes to the lighting equipment. This applies to changes resulting from construction/alteration with or without FAA's participation.

WHEREAS, a program to alleviate the aforesaid conditions and accomplish said purposes has been initiated by The Economic Development Corporation of the County of St. Clair (the "Corporation"); and

WHEREAS, the Corporation in conformity with Act No. 338, Public Acts of Michigan, 1974, as amended ("Act No. 338"), designated the hereinafter described project area for such a program to this Commission for its approval thereof; and

WHEREAS, it is also necessary for this Commission to establish project district area boundaries; and

WHEREAS, it is also necessary for this Commission to approve the appointment of two additional directors to the Board of Directors of the Corporation pursuant to the provisions of Section 4(2) of Act No. 338;

WHEREAS, the Corporation in conformity with Act 338 of the Public Acts of Michigan, 1974, as amended ("Act 338"), and the Internal Revenue Code of 1954, as amended, has prepared and submitted a project plan (the "Project Plan") involving a refinancing project to be undertaken on behalf of The Detroit Edison Company (the "Project"); and

WHEREAS, pursuant to Act 338 it is necessary to hold a public hearing concerning the Project, the Project Plan and the bonds proposed therein to be issued by the Corporation (the "Bonds"), prior to taking legislative action relating to it;

WHEREAS, if the Corporation for any reason does not issue its refunding revenue bonds pursuant to the Project Plan the County intends to issue its Industrial Development Refunding Revenue Bonds pursuant to Act No. 62 Public Acts of Michigan, 1963, as amended ("Act 62"); and

WHEREAS, Act 62 requires the County to publish notice of intent to issue its Industrial Development Refunding Revenue Bonds in order to issue such bonds pursuant to Act 62;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This Commission does hereby certify its approval of the Corporation's designation of the project area described in Exhibit A to the Project Plan.

2. This Commission does hereby establish as a project district area the property described in Exhibit A to the Project Plan on file with the County Clerk.

3. This Commission does hereby certify its approval of the individuals listed on Exhibit B, attached hereto, as additional Directors of the Corporation to serve in conformity with the provisions of Section 4(2) of Act No. 338.

4. It is hereby determined that the requirements of Section 20 of Act No. 338 have been met and that the formation of a project citizens district council is not required.

5. The County Clerk be and is hereby directed to deliver a certified copy of this resolution to the Secretary of the Board of the Corporation.

6. Pursuant to the aforesaid Act 338 the Commission shall meet on July 22, 1992, at _____ o'clock __.m., at which time it shall conduct a public hearing on the Corporation's submission of the Project Plan and the issuance by the Corporation of the Bonds.

7. The Clerk be and is hereby directed to give notice of such public hearing by (1) publishing a notice thereof in Port Huron Times Herald, a newspaper of general circulation in the County; (2) posting in at least ten (10) conspicuous and public places in the project district area; and (3) mailing to the last known owner of each parcel of real property in the project district area at the last known address of the owner as shown by the tax assessment records, which notices shall be published and given at least fourteen (14) full days prior to the date set for said hearing.

8. Said notice shall be in substantially the following form:

OFFICIAL NOTICE TO THE CITIZENS OF THE
COUNTY OF ST CLAIR
OF PUBLIC HEARING TO CONSIDER APPROVAL OF A PROJECT PLAN
AND THE ISSUANCE OF THE BONDS PROPOSED THEREIN
AS SUBMITTED TO THE BOARD OF COMMISSIONERS OF THE
COUNTY OF ST. CLAIR
BY THE ECONOMIC DEVELOPMENT CORPORATION
OF THE COUNTY OF ST. CLAIR
FOR THE DETROIT EDISON COMPANY BELLE RIVER.
PLANT PROJECT

PLEASE TAKE NOTICE that pursuant to Act 338 of the Public Acts of Michigan of 1974, as amended, The Economic Development Corporation of the County of St. Clair has submitted a project plan to the Board of Commissioners for its approval.

Said project plan deals with the refinancing of water and air pollution control equipment and facilities at the Belle River Power Plant of The Detroit Edison Company and to be located on a project area and site described as follows:

The land and buildings occupied by the Belle River Power Plant of the Detroit Edison Company

The street address of the facility is Belle River Power Plant, 4505 King Road, St. Clair, Michigan 48079

Said project plan details all information required by law relative to said project and its impact on the community. No persons will be displaced from the project area as a result of this project. Said project plan also proposes the issuance of refunding revenue bonds by said Economic Development Corporation in a maximum principal amount not to exceed \$100,000,000, maturing up to 40 years from the date of issuance to assist in the refinancing of said project.

The Board of Commissioners will meet at _____ o'clock .m.,
Wednesday, the 22nd day of July, 1992, at the _____
located at _____, _____, Michigan, and
will conduct a public hearing.

The public hearing shall consider the advisability of the
Commission approving, modifying or rejecting by resolution said
project plan and the issuance of bonds as proposed therein.

THIS NOTICE is given pursuant to the requirements of
Sections 10 and 17 of Act 338, Public Acts of Michigan, 1974, as
amended. The project plan and relevant maps or plats are available
for inspection at the County Clerk's office.

All interested citizens are encouraged and will be offered an
opportunity at said hearing to address the Commission concerning
said project, said project plan, and the bonds proposed to be
issued. Written comments may also be submitted to the County Clerk
prior to said hearing.

Marion Sargent
County Clerk

9. The Commission does hereby determine that the foregoing form of notice and the manner of publication directed is adequate notice to the citizens of the County and is well calculated to inform them of the intention of the Commission to hold a public hearing and the purpose of the public hearing.

10. The Commission determines that it is appropriate to publish a notice of intention with respect to the issuance of the Industrial Development Refunding Revenue bonds in the aggregate amount of not to exceed One Hundred Million Dollars (\$100,000,000) which notice shall be published clearly setting forth:

(i) the intention of the County to issue Industrial Development Refunding Revenue Bonds in the principal amount of up to One Hundred Million Dollars (\$100,000,000), which the County will issue if the Corporation does not issue its refunding revenue bonds pursuant to Act 338, maturing up to 40 years from issuance at the interest rates not in excess of the maximum permitted by the law for the purpose of defraying the cost of refunding outstanding bonds of the County previously issued on behalf of The Detroit Edison Company;

(ii) the fact that the Industrial Development Refunding Revenue Bonds will be issued in accordance with

the provisions of Act 62 and that the principal of and interest thereon will not be a general obligation or debt of the County and will in no event be payable from any tax revenues or other general funds of the County but will be payable solely and only from payments to be received by The Detroit Edison Company (the "Company");

(iii) the fact that the notice is given to and for the benefit of the electors of the County in order to inform them that the Industrial Development Refunding Revenue Bonds will be issued without submitting the question of issuance to the electors unless within 45 days from the publication of the notice a petition signed by not less than five percent (5%) of the registered electors of the County requesting a referendum upon the question of the issuance of the Industrial Development Refunding Revenue Bonds is filed, and specifying that in such event the Industrial Development Refunding Revenue Bonds will not be issued unless and until approved by a majority of the electors of the County voting thereon at a general or special election.

The notice shall be in such form, not inconsistent with the provisions of Act 62 and this resolution, as the Chairman of the Commission shall, with the advice of the counsel to the County and bond counsel, determine and approve. Such notice of intention to

issue the Industrial Development Refunding Revenue Bonds shall be published at such time as the Chairman of the Commission shall, with the advice of the counsel to the County and bond counsel, determine, in the Port Huron Times Herald, Port Huron, Michigan, which the Commission hereby determines and declares to be a newspaper of general circulation in the County and in which announcements of the County are generally published. The published form of the notice of intention shall be a display type ad prominent in size occupying an area of approximately 1/4 of a page of the newspaper in which it is published.

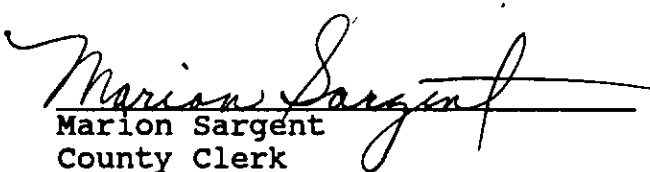
11. The Commission hereby determines that a public hearing of the Commission to be held on July 22, 1992, on the question of the issuance of the Industrial Development Refunding Revenue Bonds and approving the Project Plan pursuant to Act 338 shall be held as required by the Internal Revenue Code of 1986, as amended ("IRC"). The Chairman of the Commission shall schedule such public hearing before the Commission or, in the discretion of the Chairman of the Commission, a hearing officer selected by the Chairman of the Commission and shall direct the publication of a notice of public hearing in such form as required by the IRC and as, with the advice of the counsel to the County and bond counsel, he shall approve. The notice of public hearing shall be published as least fourteen calendar days in advance of such hearing in the Port Huron Times Herald.

12. 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 Acciavatti, Keegan, Krajenke, Mechtenberg, Pennington, Quain, Danneels -7.

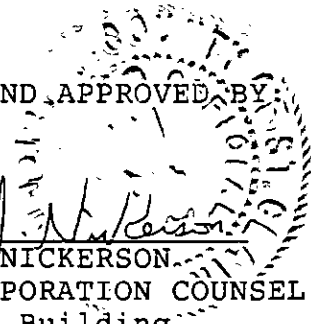

NAYS: Members Abstained one- Commissioner Pack.

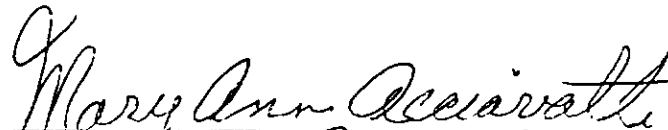
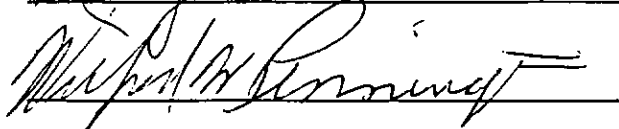
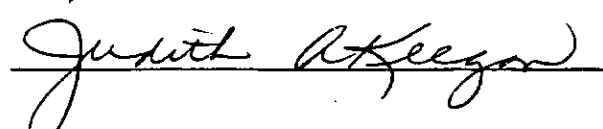
RESOLUTION DECLARED ADOPTED.


Marion Sargent
County Clerk

DATED: June 24, 1992

REVIEWED AND APPROVED BY:



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

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Commission of the County of St. Clair, Michigan at a regular Meeting held on June 24, 1992, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Marion Sargent
County Clerk

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EXHIBIT B

DEFS2\205595.1\001757-00001

THE ECONOMIC DEVELOPMENT CORPORATION
OF THE COUNTY _____ OF ST. CLAIR, MICHIGAN
(the "Corporation")

THE DETROIT EDISON COMPANY

(the "Applicant")

PROJECT PLAN*

* This Project Plan was prepared pursuant to and in accordance with the Economic Development Corporations Act, P.A. 338 of Michigan Public Acts of 1974, as amended ("Act"); it compiles and organizes the requisite information according to the specifications of Section 8(4) of the Act.

A. SECTION 8 (4) (a) Requires:

THE LOCATION AND EXTENT OF EXISTING STREETS AND OTHER PUBLIC FACILITIES WITHIN THE PROJECT DISTRICT AREA AND SHALL DESIGNATE THE LOCATION, CHARACTER, AND EXTENT OF THE CATEGORIES OF PUBLIC AND PRIVATE LAND USES THEN EXISTING AND PROPOSED FOR THE PROJECT AREA, INCLUDING RESIDENTIAL, RECREATIONAL, COMMERCIAL, INDUSTRIAL, EDUCATIONAL, AND OTHER USES AND SHALL INCLUDE A LEGAL DESCRIPTION OF THE PROJECT AREA.

1. Location and extent of existing streets and other public facilities within the Project District Area:

See Exhibit A

2. Designation of the location, character, and extent of the categories of public and private land uses presently existing within the Project Area:

See Exhibit A

3. Designation of the location, character, and extent of the categories of public and private land uses proposed for the Project Area:

See Exhibit A

4. See Exhibit A for a legal description of the Project Area.

This Application relates to a request by Applicant that the corporation refinance for the benefit of Applicant certain Pollution Control Revenue Bonds previously issued by the County of St. Clair, Michigan. The previously issued Pollution Control Revenue Bonds - Series R-1982 in the aggregate principal amount of \$35,000,000 and Series R-1983 in the aggregate principal amount of \$65,000,000 (The Detroit Edison Company Belle River Plant Project) - financed pollution control equipment at Applicant's Belle River plant, located in the St. Clair County. The Project is the refinancing.

B. SECTION 8 (4) (b) Requires:

A DESCRIPTION OF EXISTING IMPROVEMENTS IN THE PROJECT AREA TO BE DEMOLISHED, REPAIRED, OR ALTERED, A DESCRIPTION OF REPAIRS AND ALTERATIONS, AND AN ESTIMATE OF THE TIME REQUIRED FOR COMPLETION. *

1. Description of existing improvements in the Project Area:

2. Description of anticipated repairs and alterations:

3. Estimate of time required for completion of above:

* Applicant does not anticipate alterations or improvements, but rather the refinancing of outstanding St. Clair County Pollution Control Revenue Bonds.

C. SECTION 8 (4) (c) Requires:

THE LOCATION, EXTENT, CHARACTER, AND ESTIMATED COST OF THE IMPROVEMENTS INCLUDING REHABILITATION CONTEMPLATED FOR THE PROJECT AREA AND AN ESTIMATE OF THE TIME REQUIRED FOR COMPLETION.

1. Location of repairs, alterations and improvements:

2. Description of extent and character of repairs, alterations, and improvements:

3. Estimate of time required for completion:

4. Estimated cost of improvements:

Land	\$ _____
Site improvements	_____
Construction of building(s)	_____
Machinery and equipment	_____
Costs of issuance of bonds	_____
Other costs (specify)	_____
TOTAL	_____

The cost of improvements in excess of the proceeds of the bonds to be issued by the Corporation will be paid by the Applicant. _____

All proceeds will be utilized for the refunding of the Series R-1982 and R-1983 St. Clair County Pollution Control Revenue Bonds.

D. SECTION 8 (4) (d) Requires:

A STATEMENT OF THE CONSTRUCTION OR STAGES OF CONSTRUCTION PLANNED, AND THE ESTIMATED TIME OF COMPLETION OF EACH STAGE.

Not applicable, but the St. Clair County Series R-1982 and R-1983 Pollution Control Revenue Bonds will be refinanced as expeditiously as possible.

E. SECTION 8 (4) (e) Requires:

A DESCRIPTION OF THE PARTS OF THE PROJECT AREA TO BE LEFT AS OPEN SPACE AND THE USE CONTEMPLATED FOR THE SPACE.

See Exhibit A.

F. SECTION 8 (4) (f) Requires:

A DESCRIPTION OF ANY PORTIONS OF THE PROJECT AREA WHICH THE CORPORATION DESIRES TO SELL, DONATE, EXCHANGE, OR LEASE TO OR FROM THE MUNICIPALITY AND THE PROPOSED TERMS.

None. Applicant will enter into a Loan Agreement with the Corporation.

G. SECTION 8 (4) (g) Requires:

A DESCRIPTION OF DESIRED ZONING CHANGES AND CHANGES IN STREETS, STREET LEVELS, INTERSECTIONS, AND UTILITIES.

1. A description of desired zoning changes:

None.

2. A description of desired changes in streets, street levels, intersections and utilities:

None.

H. SECTION 8 (4) (b) Requires:

A STATEMENT OF THE PROPOSED METHOD OF FINANCING THE PROJECT, INCLUDING, EXCEPT AS PROVIDED IN SECTION 6a OF THE ACT, A STATEMENT BY A PERSON DESCRIBED IN SECTION J OF THIS PROJECT PLAN INDICATING THE PAYMENT TO ALL PERSONS PERFORMING WORK ON THE CONSTRUCTION PROJECT OF THE PREVAILING WAGE AND FRINGE BENEFIT RATES FOR THE SAME OR SIMILAR WORK IN THE LOCALITY IN WHICH THE WORK IS TO BE PERFORMED, AND A STATEMENT OF THE ABILITY OF THE CORPORATION TO ARRANGE THE FINANCING. (THE PREVAILING WAGE AND FRINGE BENEFIT RATES SHALL BE DETERMINED PURSUANT TO ACT NO. 166 OF THE PUBLIC ACTS OF 1965, AS AMENDED, BEING SECTIONS 408.551 TO 408.558 OF THE MICHIGAN COMPILED LAWS. A CORPORATION MAY CONCLUSIVELY RELY UPON THE STATEMENT REQUIRED UNDER THIS SUBSECTION AS TO COMPLIANCE WITH THE PAYMENT OF PREVAILING WAGE AND FRINGE BENEFIT RATES AND ANY CONTRACTS, BONDS OR NOTES OF ANY CORPORATION ENTERED INTO OR ISSUED UPON RELIANCE ON ANY SAID STATEMENT SHALL NOT BE SUBSEQUENTLY VOIDED BY REASON OF THE FAILURE TO COMPLY WITH THE REQUIREMENTS OF THIS SUBSECTION.)

1. Certification relating to prevailing wage and fringe benefit rates. See Exhibit B attached hereto and incorporated herein.

2. Statement of the ability of the Corporation to arrange the financing. See Exhibit C attached hereto for financing detail.

I. SECTION 8 (4) (i) Requires:

A LIST OF PERSONS WHO WILL MANAGE OR BE ASSOCIATED WITH THE MANAGEMENT OF THE PROJECT FOR A PERIOD OF NOT LESS THAN ONE (1) YEAR FROM THE DATE OF APPROVAL OF THE PROJECT PLAN.

Leslie L. Loomans, Applicant's Vice President and Treasurer

Christopher C. Arvani, Applicant's Assistant Treasurer

Ronald J. Giaier, Applicant's Acting Director of
Finance and Investor Relations

J. SECTION 8 (4) (j) Requires:

DESIGNATION OF THE PERSON OR PERSONS, NATURAL OR CORPORATE, TO WHOM THE PROJECT IS TO BE LEASED, SOLD, OR CONVEYED AND FOR WHOSE BENEFIT THE PROJECT IS BEING UNDERTAKEN IF THAT INFORMATION IS AVAILABLE TO THE CORPORATION.

The refinancing is being undertaken for the benefit of Applicant and Applicant's ratepayers.

K. SECTION 8 (4) (k) Requires:

IF THERE IS NOT AN EXPRESS OR IMPLIED AGREEMENT BETWEEN THE CORPORATION AND PERSONS, NATURAL OR CORPORATE, THAT THE PROJECT WILL BE LEASED, SOLD, OR CONVEYED TO THOSE PERSONS, THE PROCEDURES FOR BIDDING FOR THE LEASING, PURCHASING, OR CONVEYING OF THE PROJECT UPON ITS COMPLETION.

The proposed project is a refinancing of outstanding pollution control revenue bonds. A conveyance of the proposed project is inapplicable.

L. SECTION 8 (4) (1) Requires:

ESTIMATES OF THE NUMBER OF PERSONS RESIDING IN THE PROJECT AREA AND THE NUMBER OF FAMILIES AND INDIVIDUALS TO BE DISPLACED. IF OCCUPIED RESIDENCES ARE DESIGNATED FOR ACQUISITION AND CLEARANCE BY THE CORPORATION, A PROJECT PLAN SHALL INCLUDE A SURVEY OF THE FAMILIES AND INDIVIDUALS TO BE DISPLACED, INCLUDING THEIR INCOME AND RACIAL COMPOSITION, A STATISTICAL DESCRIPTION OF THE HOUSING SUPPLY IN THE COMMUNITY, INCLUDING THE NUMBER OF PRIVATE AND PUBLIC UNITS IN EXISTENCE OR UNDER CONSTRUCTION, THE CONDITION OF THOSE IN EXISTENCE, THE NUMBER OF OWNER-OCCUPIED AND RENTER-OCCUPIED UNITS, THE ANNUAL RATE OF TURNOVER OF THE VARIOUS TYPES OF HOUSING AND THE RANGE OF RENTS AND SALE PRICES, AN ESTIMATE OF THE TOTAL DEMAND FOR HOUSING IN THE COMMUNITY, AND THE ESTIMATED CAPACITY OF PRIVATE AND PUBLIC HOUSING AVAILABLE TO DISPLACED FAMILIES AND INDIVIDUALS.

There will be no displacement as a result of the proposed project.

M. SECTION 8 (4) (m) Requires:

A PLAN FOR ESTABLISHING PRIORITY FOR THE RELOCATION OF PERSONS DISPLACED BY THE PROJECT IN NEW HOUSING IN THE PROJECT AREA.

Not applicable.

N. SECTION 8 (4) (n) Requires:

PROVISION FOR THE COSTS OF RELOCATING PERSONS DISPLACED BY THE PROJECT AND FINANCIAL ASSISTANCE AND REIMBURSEMENT OF EXPENSES, INCLUDING LITIGATION EXPENSES AND EXPENSES INCIDENT TO THE TRANSFER OF TITLE, IN ACCORDANCE WITH THE STANDARD AND PROVISIONS OF THE FEDERAL UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970, 42 U.S.C. 4601 to 4655.

Not applicable.

O. SECTION 8 (4) (c) Requires:

A PLAN FOR COMPLIANCE WITH ACT NO. 227, OF THE PUBLIC ACTS OF 1972, BEING SECTIONS 213.321 TO 213.332 OF THE MICHIGAN COMPILED LAWS.

Not applicable since there will be no displacements.

P. SECTION 8 (4) (p) Requires:

OTHER MATERIAL AS THE CORPORATION, LOCAL PUBLIC AGENCY, OR GOVERNING BODY CONSIDERS PERTINENT.

1. At the time of the preparation of this Plan and its consideration by the Corporation, the Applicant does not intend to operate nor will it operate the Project in a manner which will have the effect of transferring employment of more than 20 full-time persons from a Michigan municipality to the _____ of _____ without having first obtained a resolution of consent to the loss of such employment from the governing body of each municipality from which employment is to be transferred. It is anticipated by the Applicant that the Project will: [check appropriate line]

- * _____ a. Retain _____ jobs
- _____ b. Create _____ jobs

2. The Applicant has neither entered into binding commitments nor expended funds in connection with the Project to be repaid with the proceeds of bonds to be issued by the Corporation prior to _____, 19__, being the date of the adoption of the Corporation's Resolution of Inducement.

3. The street address of the Project is Belle River Power Plant, 4505 King Road, St. Clair, Michigan 48079

4. The Project includes a _____ square foot _____ story _____ facility to be used for _____
_____. See Exhibit A.

* The project will not result in the transfer of jobs from one location to another.

EXHIBIT "A"

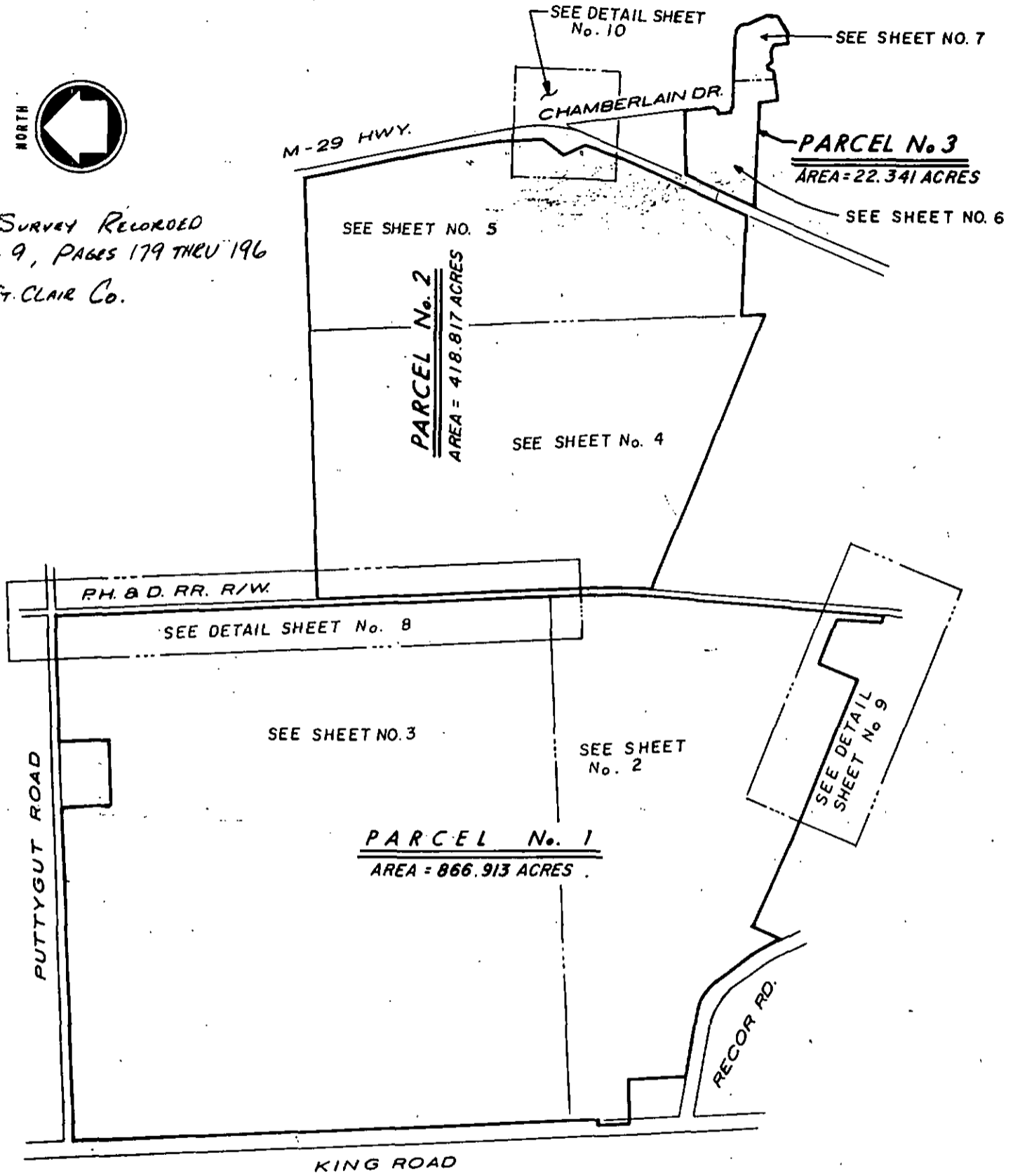
A legal description of the Project Area, being the real property on which the Project is located:

Exhibit A follows, which is entitled "Certificate of Survey", consisting of eighteen pages.

CERTIFICATE OF SURVEY



Survey Recorded
L. 9, Pages 179 thru 196
St. Clair Co.



BY B. JEWELL	DATE 87 SEPT 29	APP. <i>[Signature]</i>
A CHANGED DESCRIPTION DRAWING NO. FROM SE 1248-43 TO SE 1258-43		
REVISIONS		

SHEET 1 OF 18

BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF, I CERTIFY THAT AS A RESULT OF A SURVEY MADE ON THE GROUND TO THE NORMAL STANDARD OF CARE OF PROFESSIONAL (LAND) SURVEYORS IN THE STATE OF MICHIGAN, THAT THE MAP DELINEATED HEREON CORRECTLY REPRESENTS SUCH SURVEY AND THAT THE RATIO OF CLOSURE OF THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS 1: 124,000 AND THAT ALL APPLICABLE REQUIREMENTS OF P. A. 132 OF 1970 HAVE BEEN COMPLIED WITH.

Steven A. Young 25885 10-1-84
SURVEYOR FILE NO. DATE

LOCATION PROPERTY SURVEY: PART OF SECTION 13 AND FRACTIONAL SECTION 24, TOWN 4 NORTH, RANGE 16 EAST, CHINA TOWNSHIP. ALSO PART OF SECTION 18 AND FRACTIONAL SECTION 19 & 20 TOWN 4 NORTH RANGE 17 EAST, AND PART OF PRIVATE CLAIM 303, EAST CHINA TOWNSHIP, ST. CLAIR COUNTY, MICHIGAN.

**Detroit
Edison**

SYSTEM ENGINEERING DEPT.

SCALE
1" = 1400'
0 700' 1400'

DRAWN BY
L HARRIS 08 SEP 84
DATE OF SURVEY
SEPT. 1984

APPROVED BY
[Signature]
DRAWING NO.
SE 1258-43

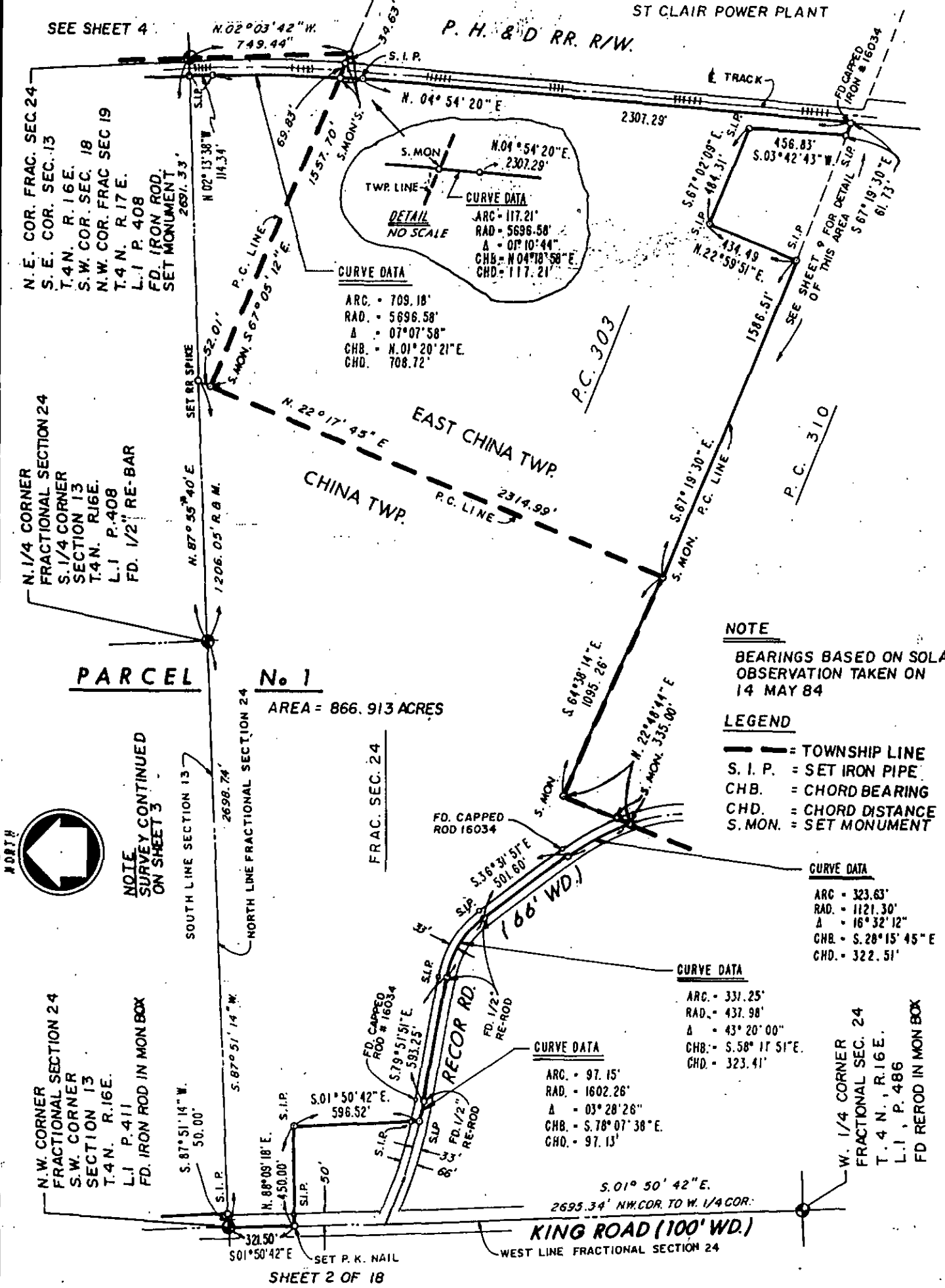
BELLE RIVER POWER PLANT

CERTIFICATE OF SURVEY

ST CLAIR POWER PLANT

P. H. & D RR. R/W.

SEE SHEET 4



CURVE DATA
 ARC - 709.18'
 RAD. - 5696.58'
 A - 07° 07' 58"
 CHB. - N. 01° 20' 21" E.
 CHD. 708.72'

CURVE DATA
 ARC - 117.21'
 RAD - 5696.58'
 A - 07° 10' 44"
 CHB - N 04° 18' 58" E.
 CHD - 117.21'

NOTE
 BEARINGS BASED ON SOLAR
 OBSERVATION TAKEN ON
 14 MAY 84

LEGEND
 ——— = TOWNSHIP LINE
 S. I. P. = SET IRON PIPE
 CHB. = CHORD BEARING
 CHD. = CHORD DISTANCE
 S. MON. = SET MONUMENT

CURVE DATA
 ARC - 323.63'
 RAD. - 1121.30'
 A - 16° 32' 12"
 CHB. - S. 28° 15' 45" E
 CHD. - 322.51'

CURVE DATA
 ARC - 331.25'
 RAD. - 437.98'
 A - 43° 20' 00"
 CHB. - S. 58° 17' 51" E.
 CHD. - 323.41'

CURVE DATA
 ARC - 97.15'
 RAD. - 1602.26'
 A - 03° 28' 26"
 CHB. - S. 78° 07' 38" E.
 CHD. - 97.13'

PARCEL No 1
 AREA = 866.913 ACRES



NOTE
 SURVEY CONTINUED
 ON SHEET 3

W. 1/4 CORNER
 FRACTIONAL SEC. 24
 T. 4 N., R. 16 E.
 L. 1, P. 486
 FD RE ROD IN MON BOX

BASED ON MY KNOWLEDGE, INFORMATION, AND BELIEF, I CERTIFY THAT AS A RESULT OF A SURVEY MADE ON THE GROUND TO THE NORMAL STANDARD OF CARE OF PROFESSIONAL (LAND) SURVEYORS IN THE STATE OF MICHIGAN, THAT THE MAP DELINEATED HEREON CORRECTLY REPRESENTS SUCH SURVEY AND THAT THE RATIO OF CLOSURE OF THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS 1: 124,000 AND THAT ALL APPLICABLE REQUIREMENTS OF P. A. 132 OF 1870 HAVE BEEN COMPLIED WITH.

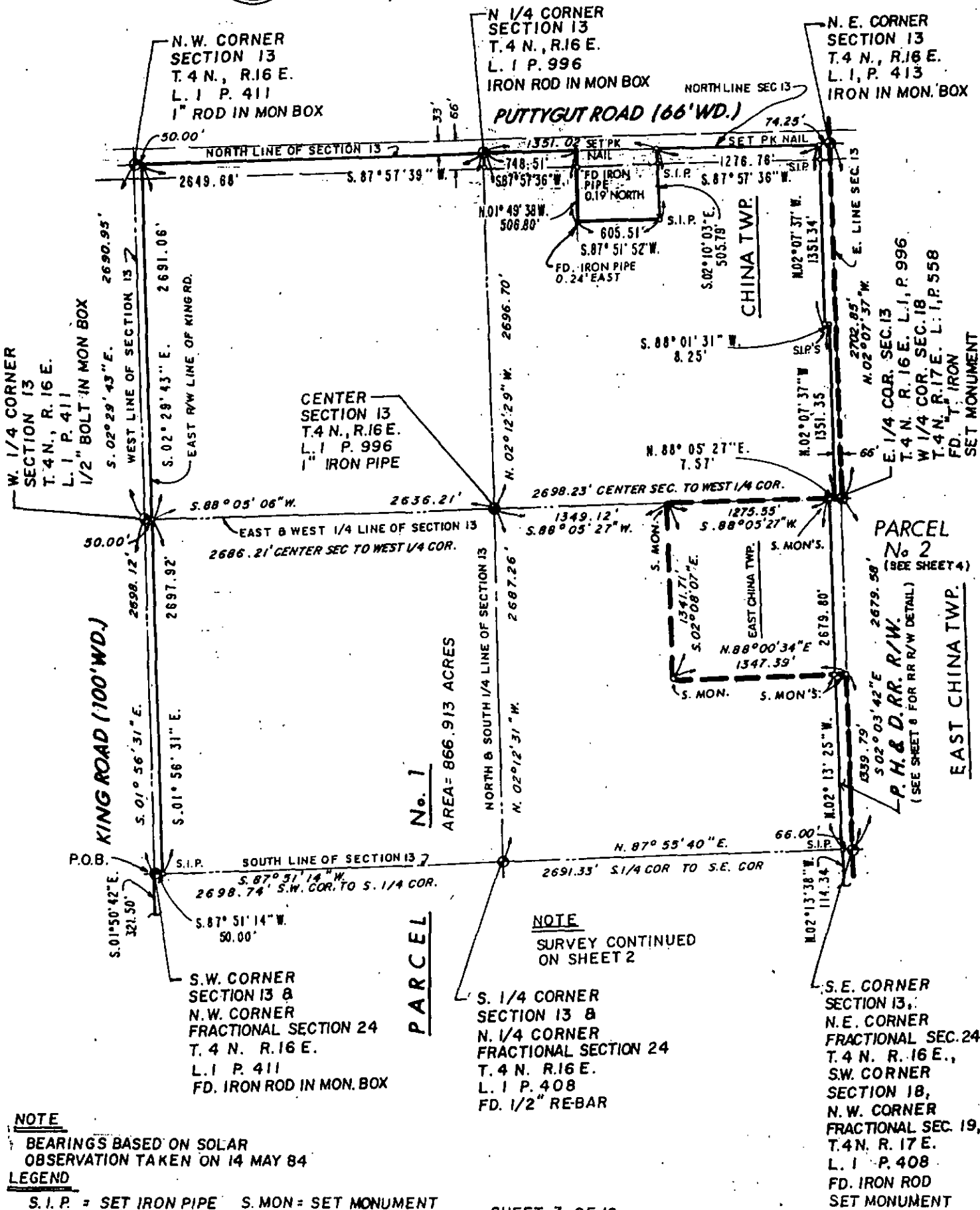
Steven A. Young 25885 10-1-84
 SURVEYOR P.L.B. NO. DATE

LOCATION PROPERTY SURVEY: PART OF SECTION 13 AND FRACTIONAL SECTION 24, TOWN 4 NORTH, RANGE 16 EAST, CHINA TOWNSHIP. ALSO PART OF SECTION 18 AND FRACTIONAL SECTION 19 & 20, TOWN 4 NORTH, RANGE 17 EAST, AND PART OF PRIVATE CLAIM 303 EAST CHINA TOWNSHIP, ST. CLAIR COUNTY, MICHIGAN.

Detroit Edison		SYSTEM ENGINEERING DEPT.	
SCALE	DRAWN BY	DATE OF SURVEY	APPROVED BY
1" = 600' 0 300' 600'	L. HARRIS 17 AUG 84	SEPT. 1984	<i>A. Valeri</i>
			DRAWING NO. SE 1258-43

BELLE RIVER POWER PLANT

CERTIFICATE OF SURVEY



BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF, I CERTIFY THAT AS A RESULT OF A SURVEY MADE ON THE GROUND TO THE NORMAL STANDARD OF CARE OF PROFESSIONAL (LAND) SURVEYORS IN THE STATE OF MICHIGAN, THAT THE MAP DELINEATED HEREON CORRECTLY REPRESENTS SUCH SURVEY AND THAT THE RATIO OF CLOSURE OF THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS 1: 124,000 AND THAT ALL APPLICABLE REQUIREMENTS OF P. A. 132 OF 1970 HAVE BEEN COMPLIED WITH.

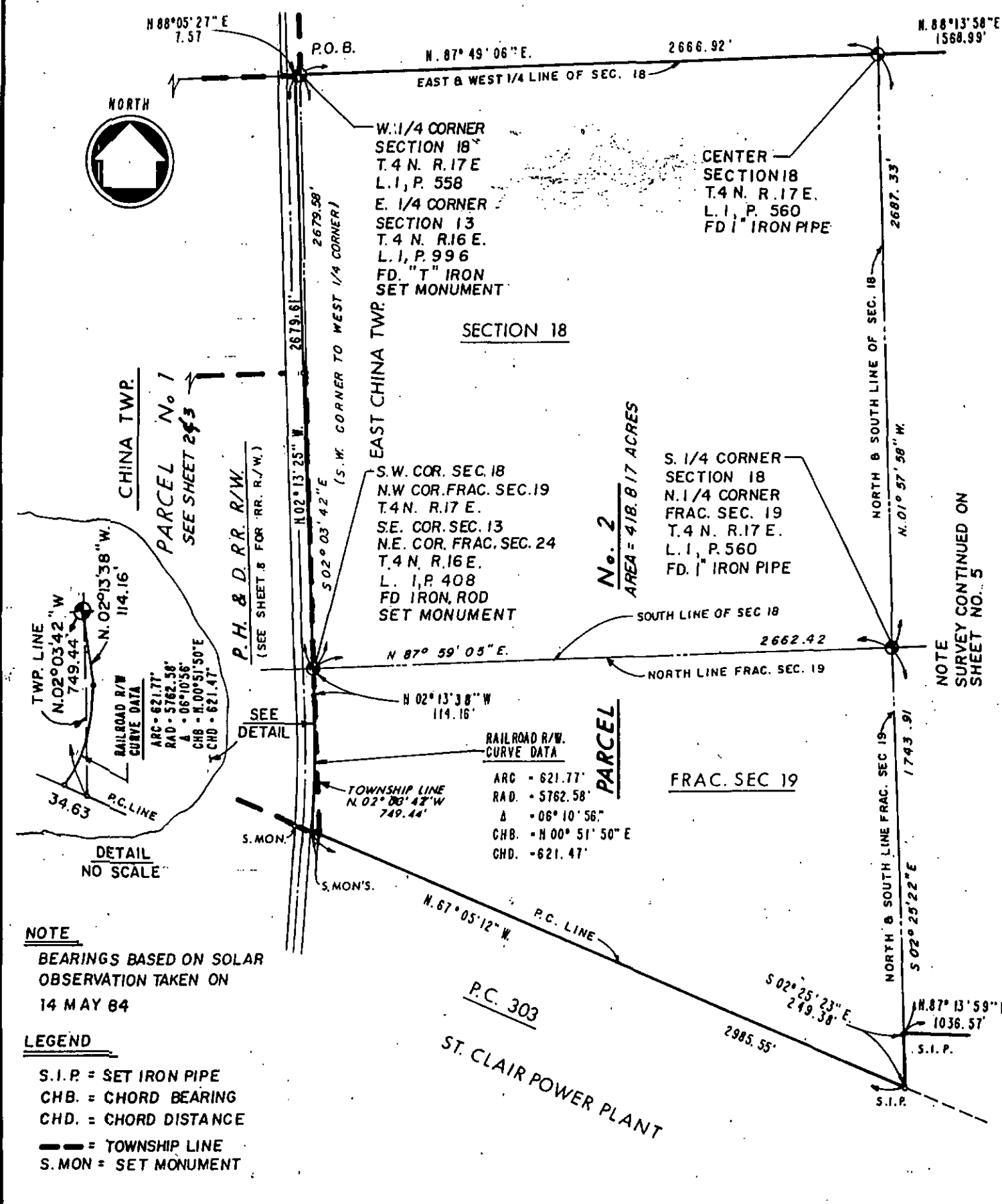
Steven A. Young 25885 10-1-84
SURVEYOR P.L.B. NO. DATE

LOCATION PROPERTY SURVEY: PART OF SECTION 13 AND FRACTIONAL SECTION 24, TOWN 4 NORTH, RANGE 16 EAST, CHINA TOWNSHIP. ALSO PART OF SECTION 18 AND FRACTIONAL SECTION 19, & 20. TOWN 4 NORTH RANGE 17 EAST, AND PART OF PRIVATE CLAIM 303 EAST CHINA TOWNSHIP, ST. CLAIR COUNTY MICHIGAN.

Detroit Edison		
SYSTEM ENGINEERING DEPT.		
SCALE 1" = 1000' 0 500' 1000'	DRAWN BY L. HARRIS 14 AUG 84	APPROVED BY <i>A. Chas</i>
	DATE OF SURVEY SEPT. 1984	DRAWING NO. SE 1258-43

BELLE RIVER POWER PLANT

CERTIFICATE OF SURVEY



NOTE
BEARINGS BASED ON SOLAR OBSERVATION TAKEN ON 14 MAY 84

LEGEND
S.I.P. = SET IRON PIPE
CHB. = CHORD BEARING
CHD. = CHORD DISTANCE
--- = TOWNSHIP LINE
S. MON. = SET MONUMENT

BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF, I CERTIFY THAT AS A RESULT OF A SURVEY MADE ON THE GROUND TO THE NORMAL STANDARD OF CARE OF PROFESSIONAL (LAND) SURVEYORS IN THE STATE OF MICHIGAN, THAT THE MAP DELINEATED HEREON CORRECTLY REPRESENTS SUCH SURVEY AND THAT THE RATIO OF CLOSURE OF THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS 1: 124,000 AND THAT ALL APPLICABLE REQUIREMENTS OF P. A. 132 OF 1970 HAVE BEEN COMPLIED WITH.

Steven A. Young 25885 10-1-84
SURVEYOR RLS. NO. DATE

LOCATION
PROPERTY SURVEY: PART OF SECTION 13 AND FRACTIONAL SECTION 24, TOWN 4 NORTH, RANGE 16 EAST, CHINA TOWNSHIP, ALSO PART OF SECTION 18 AND FRACTIONAL SECTION 19 & 20 TOWN 4 NORTH, RANGE 17 EAST, AND PART OF PRIVATE CLAIM 303, EAST CHINA TOWNSHIP, ST. CLAIR COUNTY, MICHIGAN

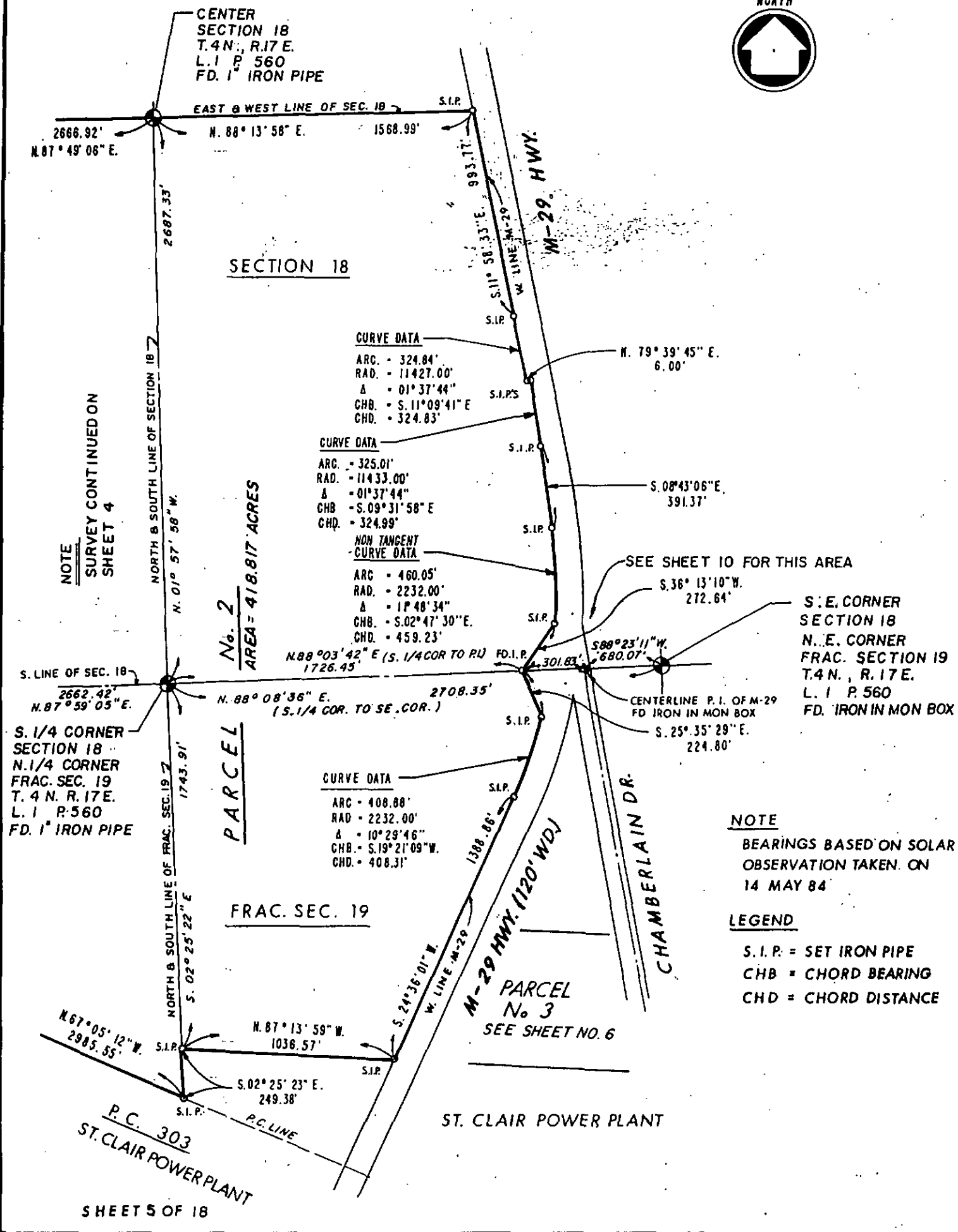
BELLE RIVER POWER PLANT

Detroit Edison

SYSTEM ENGINEERING DEPT.

<p>SCALE 1" = 600' 0 300 600</p>	<p>DRAWN BY L. HARRIS 27 AUG 84</p> <p>DATE OF SURVEY SEPT. 1984</p>
<p>APPROVED BY <i>S. Vaden</i></p> <p>DRAWING NO. SE 1258-43</p>	

CERTIFICATE OF SURVEY



BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF, I CERTIFY THAT AS A RESULT OF A SURVEY MADE ON THE GROUND TO THE NORMAL STANDARD OF CARE OF PROFESSIONAL (LAND) SURVEYORS IN THE STATE OF MICHIGAN, THAT THE MAP DELINEATED HEREON CORRECTLY REPRESENTS SUCH SURVEY AND THAT THE RATIO OF CLOSURE OF THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS 1: 124,000 AND THAT ALL APPLICABLE REQUIREMENTS OF P. A. 132 OF 1970 HAVE BEEN COMPLIED WITH.

Steven A. Young 25885 10-1-84
SURVEYOR PLS NO. DATE

LOCATION: PROPERTY SURVEY: PART OF SECTION 13 AND FRACTIONAL SECTION 24, TOWN 4 NORTH, RANGE 16 EAST, CHINA TOWNSHIP. ALSO PART OF SECTION 18 AND FRACTIONAL SECTION 19 & 20 TOWN 4 NORTH, RANGE 17 EAST, AND PART OF PRIVATE CLAIM 303, EAST CHINA TOWNSHIP, ST. CLAIR COUNTY, MICHIGAN.

Detroit Edison SYSTEM ENGINEERING DEPT.

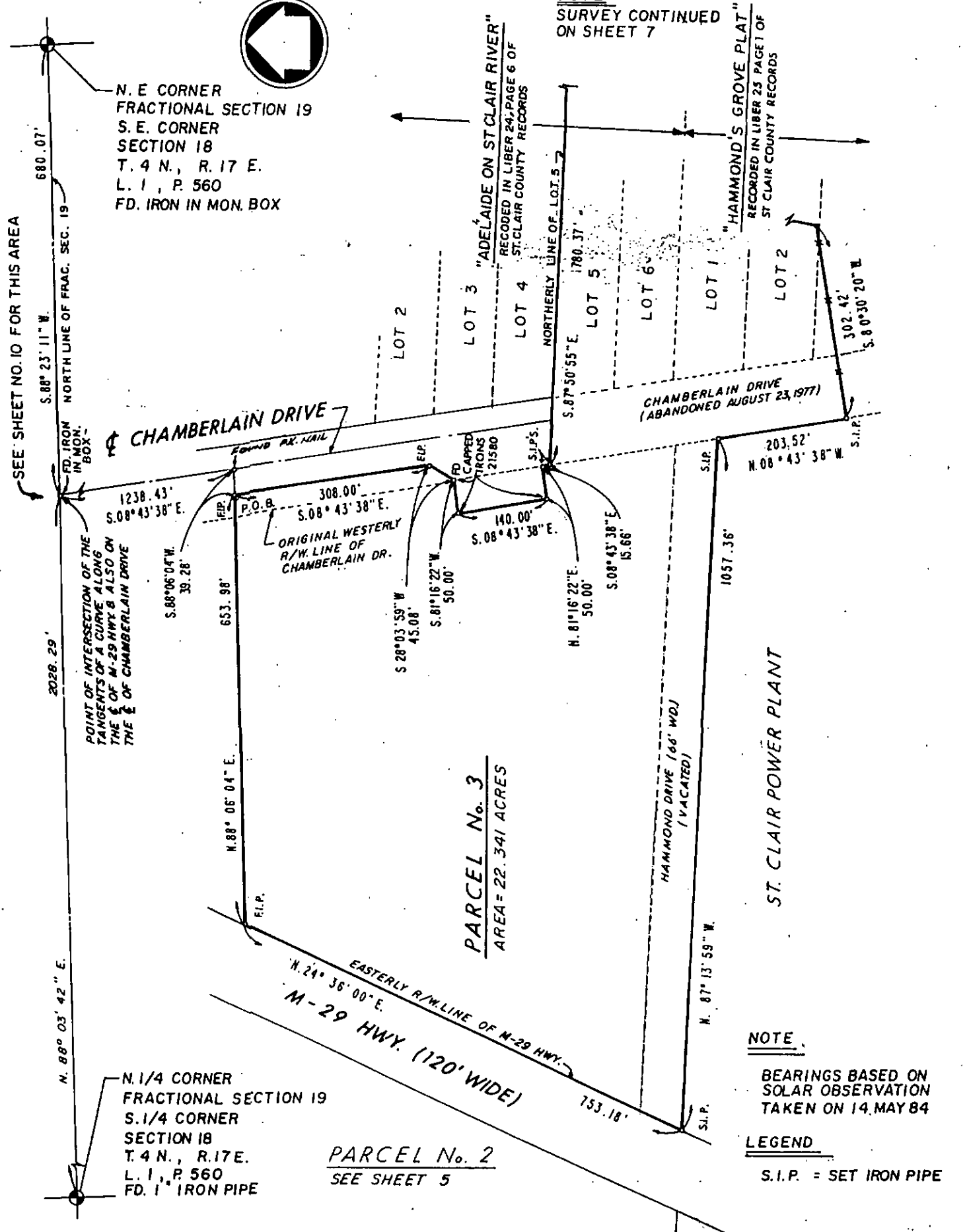
SCALE 1" = 600' 0 300' 600'	DRAWN BY L. HARRIS 21 AUG 84	APPROVED BY <i>A. Valer</i>
	DATE OF SURVEY SEPT. 1984	DRAWING NO. SE 1258-43

BELLE RIVER POWER PLANT

CERTIFICATE OF SURVEY



NOTE
SURVEY CONTINUED
ON SHEET 7



N. E. CORNER
FRACTIONAL SECTION 19
S. E. CORNER
SECTION 18
T. 4 N., R. 17 E.
L. 1, P. 560
FD. IRON IN MON. BOX

SEE SHEET NO. 10 FOR THIS AREA

PARCEL No. 3
AREA = 22.341 ACRES

PARCEL No. 2
SEE SHEET 5

N. 1/4 CORNER
FRACTIONAL SECTION 19
S. 1/4 CORNER
SECTION 18
T. 4 N., R. 17 E.
L. 1, P. 560
FD. 1" IRON PIPE

NOTE
BEARINGS BASED ON
SOLAR OBSERVATION
TAKEN ON 14. MAY 84

LEGEND
S.I.P. = SET IRON PIPE

SHEET 6 OF 18

BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF, I CERTIFY THAT AS A RESULT OF A SURVEY MADE ON THE GROUND TO THE NORMAL STANDARD OF CARE OF PROFESSIONAL (LAND) SURVEYORS IN THE STATE OF MICHIGAN, THAT THE MAP DELINEATED HEREON CORRECTLY REPRESENTS SUCH SURVEY AND THAT THE RATIO OF CLOSURE OF THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS 1: 124, 000 AND THAT ALL APPLICABLE REQUIREMENTS OF P. A. 132 OF 1970 HAVE BEEN COMPLIED WITH.

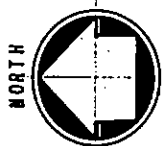
Steven A. Young 25885 10-1-84
SURVEYOR FLS NO. DATE

LOCATION PROPERTY SURVEY: PART OF SECTION 13 AND FRACTIONAL SECTION 24, TOWN 4 NORTH, RANGE 16 EAST, CHINA TOWNSHIP, ALSO PART OF SECTION 18 AND FRACTIONAL SECTION 19 & 20, TOWN 4 NORTH, RANGE 17 EAST, AND PART OF PRIVATE CLAIM 303, EAST CHINA TOWNSHIP, ST. CLAIR COUNTY, MICHIGAN

BELLE RIVER POWER PLANT

Detroit Edison		SYSTEM ENGINEERING DEPT.	
SCALE 1" = 200' 0 100' 200'	DRAWN BY L. HARRIS 28 AUG 84	APPROVED BY <i>A. Walsh</i>	DRAWING NO. SE 1258-43
		DATE OF SURVEY SEPT. 1984	

CERTIFICATE OF SURVEY

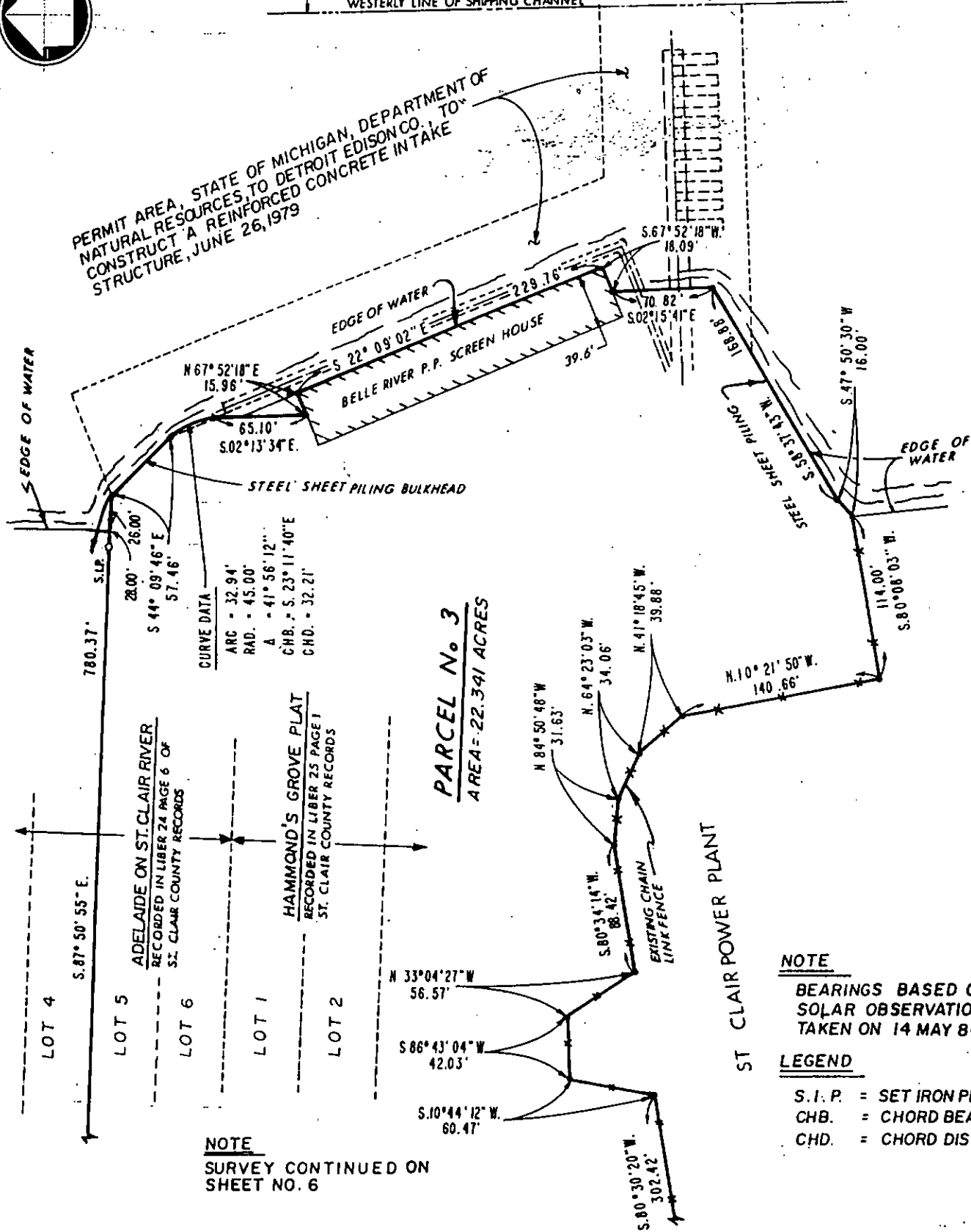


☐ OF SHIPPING CHANNEL

ST. CLAIR RIVER →

WESTERLY LINE OF SHIPPING CHANNEL

PERMIT AREA, STATE OF MICHIGAN, DEPARTMENT OF
NATURAL RESOURCES, TO DETROIT EDISON CO., TO
CONSTRUCT A REINFORCED CONCRETE INTAKE
STRUCTURE, JUNE 26, 1979



SHEET 7 OF 18

BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF, I CERTIFY THAT AS A RESULT OF A SURVEY MADE ON THE GROUND TO THE NORMAL STANDARD OF CARE OF PROFESSIONAL (LAND) SURVEYORS IN THE STATE OF MICHIGAN, THAT THE MAP DELINEATED HEREON CORRECTLY REPRESENTS SUCH SURVEY AND THAT THE RATIO OF CLOSURE OF THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS 1: 124, 000 AND THAT ALL APPLICABLE REQUIREMENTS OF P. A. 132 OF 1970 HAVE BEEN COMPLIED WITH.

Steven A. Young
SURVEYOR

25885
R.L.S. NO.

10-1-84
DATE

LOCATION
PROPERTY SURVEY: PART OF SECTION 13 AND
FRACTIONAL SECTION 24, TOWN 4 NORTH, RANGE 16 EAST,
CHINA TOWNSHIP, ALSO PART OF SECTION 18 AND
FRACTIONAL SECTION 19 & 20, TOWN 4 NORTH, RANGE 17 EAST,
AND PART OF PRIVATE CLAIM 303, EAST CHINA TOWNSHIP,
ST. CLAIR COUNTY, MICHIGAN

BELLE RIVER POWER PLANT

**Detroit
Edison**

SYSTEM ENGINEERING DEPT.

SCALE
1" = 100'
0 50' 100'

DRAWN BY
L. HARRIS 28 AUG 84

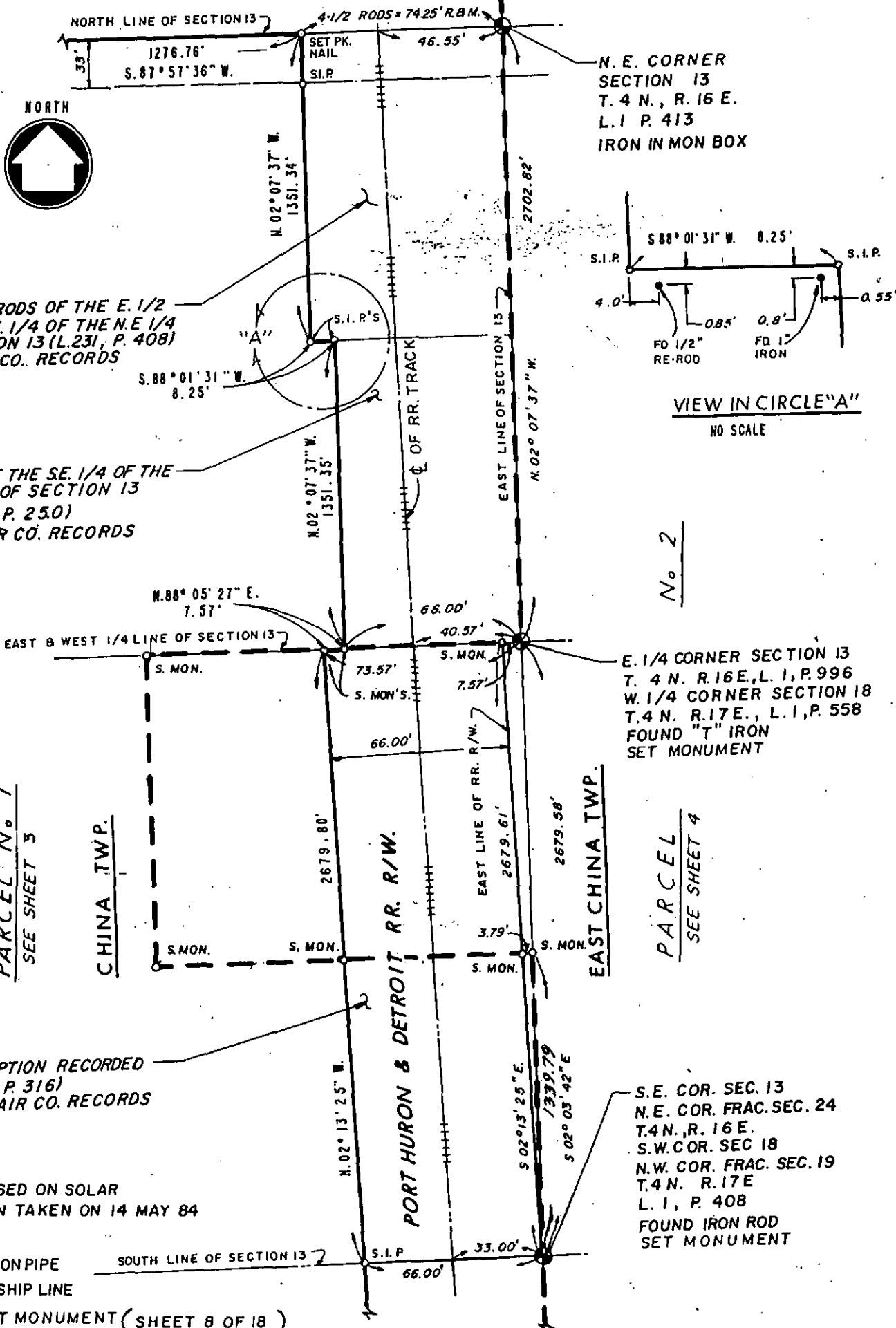
APPROVED BY
A. Vaden

DATE OF SURVEY
SEPT. 1984

DRAWING NO.
SE 1258-43

CERTIFICATE OF SURVEY

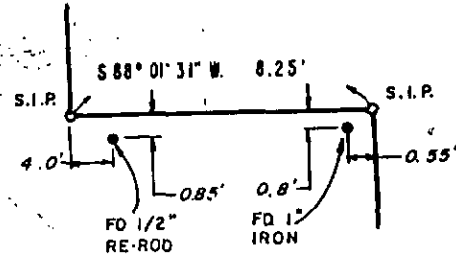
PUTTYGUT ROAD (66' WD.)



E. 4 1/2 RODS OF THE E. 1/2 OF THE N.E. 1/4 OF THE N.E. 1/4 OF SECTION 13 (L. 231, P. 408) ST. CLAIR CO. RECORDS

E. 66' OF THE SE. 1/4 OF THE N.E. 1/4 OF SECTION 13 (L. 167, P. 250) ST. CLAIR CO. RECORDS

N. E. CORNER SECTION 13 T. 4 N., R. 16 E. L. 1 P. 413 IRON IN MON BOX



VIEW IN CIRCLE "A"
NO SCALE

PARCEL No. 1
SEE SHEET 3

CHINA TWP.

PORT HURON & DETROIT RR. R/W.

EAST CHINA TWP.

PARCEL
SEE SHEET 4

DESCRIPTION RECORDED (L. 257, P. 316) ST. CLAIR CO. RECORDS

S.E. COR. SEC. 13
N.E. COR. FRAC. SEC. 24
T. 4 N., R. 16 E.
S.W. COR. SEC 18
N.W. COR. FRAC. SEC. 19
T. 4 N. R. 17 E
L. 1, P. 408
FOUND IRON ROD SET MONUMENT

NOTE

BEARINGS BASED ON SOLAR OBSERVATION TAKEN ON 14 MAY 84

LEGEND

- S. I. P. = SET IRON PIPE
- = TOWNSHIP LINE
- S. MON. = SET MONUMENT (SHEET 8 OF 18)

BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF, I CERTIFY THAT AS A RESULT OF A SURVEY MADE ON THE GROUND TO THE NORMAL STANDARD OF CARE OF PROFESSIONAL (LAND) SURVEYORS IN THE STATE OF MICHIGAN, THAT THE MAP DELINEATED HEREON CORRECTLY REPRESENTS SUCH SURVEY AND THAT THE RATIO OF CLOSURE OF THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS 1: 124,000 AND THAT ALL APPLICABLE REQUIREMENTS OF P. A. 132 OF 1870 HAVE BEEN COMPLIED WITH.

SURVEYOR *Steven A. Young*
25885
10-1-84

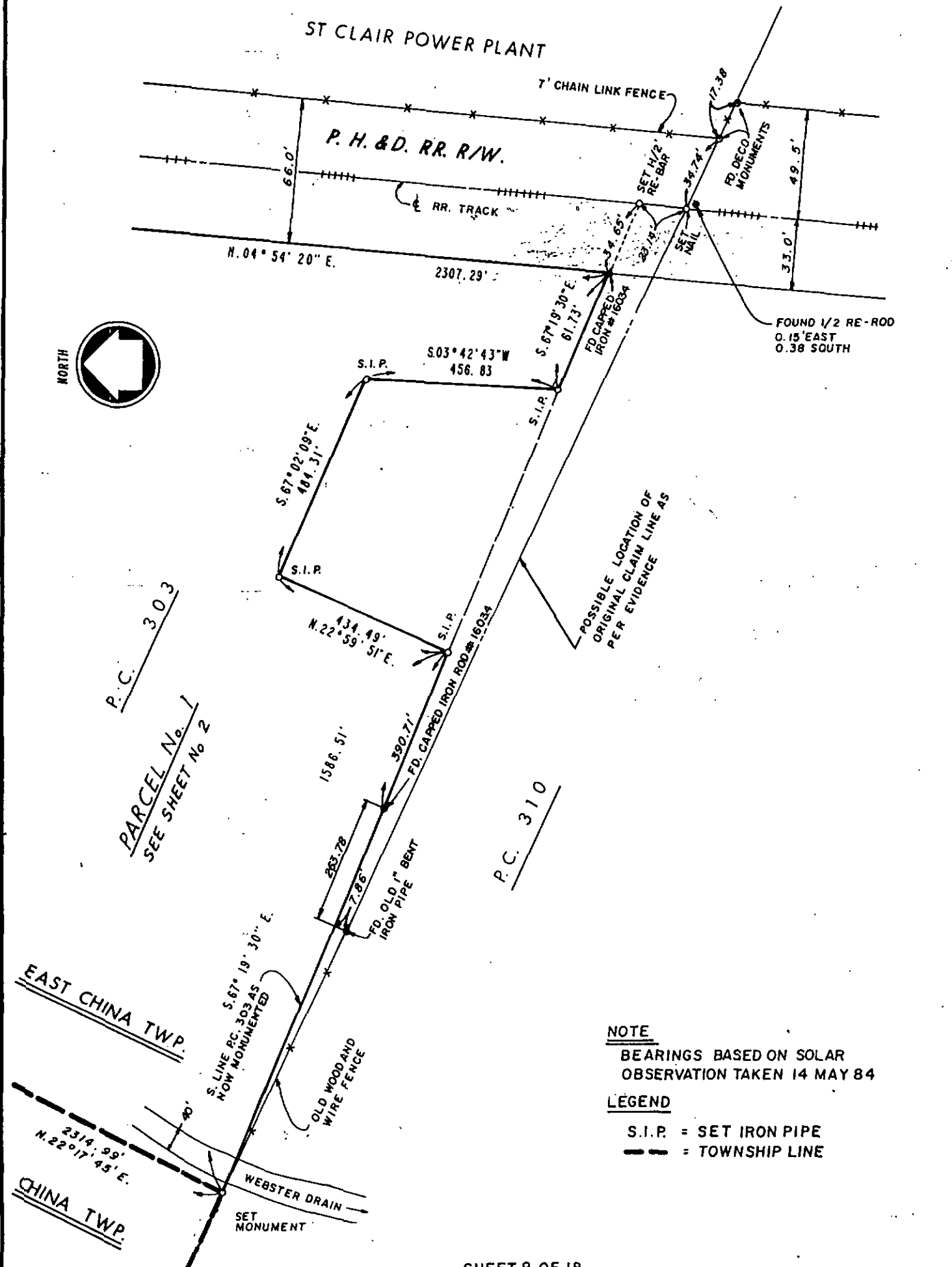
LOCATION PROPERTY SURVEY: PART OF SECTION 13 AND FRACTIONAL SECTION 24, TOWN 4 NORTH, RANGE 16 EAST, CHINA TOWNSHIP. ALSO PART OF SECTION 18 AND FRACTIONAL SECTION 19 & 20 TOWN 4 NORTH, RANGE 17 EAST, AND PART OF PRIVATE CLAIM 303, EAST CHINA TOWNSHIP, ST CLAIR COUNTY, MICHIGAN.

Detroit Edison SYSTEM ENGINEERING DEPT.

SCALE NO SCALE	DRAWN BY L. HARRIS 16 AUG 84	APPROVED BY <i>A. Valer</i>
	DATE OF SURVEY SEPT. 1984	DRAWING NO. SE 1258-43

BELLE RIVER POWER PLANT

CERTIFICATE OF SURVEY



P.C. 303
 PARCEL No. 1
 SEE SHEET No 2

P.C. 310

NOTE
 BEARINGS BASED ON SOLAR
 OBSERVATION TAKEN 14 MAY 84

LEGEND
 S.I.P. = SET IRON PIPE
 --- = TOWNSHIP LINE

SHEET 9 OF 18

BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF, I CERTIFY THAT AS A RESULT OF A SURVEY MADE ON THE GROUND TO THE NORMAL STANDARD OF CARE OF PROFESSIONAL (LAND) SURVEYORS IN THE STATE OF MICHIGAN, THAT THE MAP DELINEATED HEREON CORRECTLY REPRESENTS SUCH SURVEY AND THAT THE RATIO OF CLOSURE OF THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS 1: 124,000 AND THAT ALL APPLICABLE REQUIREMENTS OF P. A. 132 OF 1970 HAVE BEEN COMPLIED WITH.

Steven A. Young 25885 10-1-84
 SURVEYOR R.L.S. NO. DATE

LOCATION PROPERTY SURVEY: PART OF SECTION 13 AND FRACTIONAL SECTION 24, TOWN 4 NORTH, RANGE 16 EAST, CHINA TOWNSHIP. ALSO PART OF SECTION 18 AND FRACTIONAL SECTION 19 & 20 TOWN 4 NORTH, RANGE 17 EAST, AND PART OF PRIVATE CLAIM 303, EAST CHINA TOWNSHIP, ST. CLAIR COUNTY, MICHIGAN.

BELLE RIVER POWER PLANT

Detroit Edison		SYSTEM ENGINEERING DEPT.	
SCALE	NO SCALE	DRAWN BY	APPROVED BY
		L. HARRIS 20 AUG 84	<i>A. Calver</i>
		DATE OF SURVEY	DRAWING NO.
		SEPT. 1984	SE 1258-43

CERTIFICATE OF SURVEY



PARCEL No. 2

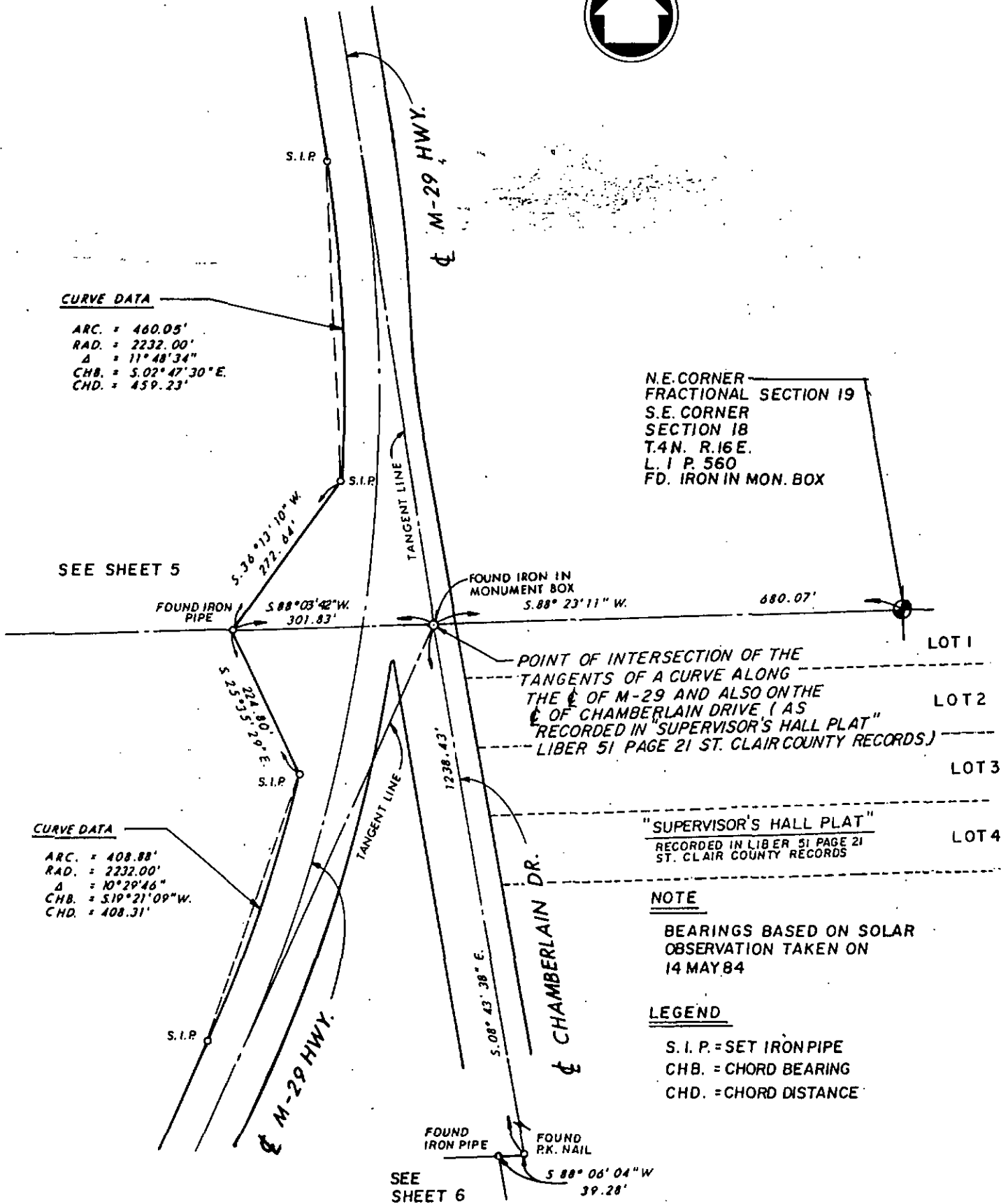
CURVE DATA

ARC. = 460.05'
 RAD. = 2232.00'
 Δ = 11° 48' 34"
 CHB. = S. 02° 47' 30" E.
 CHD. = 459.23'

SEE SHEET 5

CURVE DATA

ARC. = 408.88'
 RAD. = 2232.00'
 Δ = 10° 29' 46"
 CHB. = S. 19° 21' 09" W.
 CHD. = 408.31'



N.E. CORNER
 FRACTIONAL SECTION 19
 S.E. CORNER
 SECTION 18
 T. 4N. R. 16E.
 L. 1 P. 560
 FD. IRON IN MON. BOX

POINT OF INTERSECTION OF THE
 TANGENTS OF A CURVE ALONG
 THE ϕ OF M-29 AND ALSO ON THE
 ϕ OF CHAMBERLAIN DRIVE, (AS
 RECORDED IN "SUPERVISOR'S HALL PLAT"
 LIBER 51 PAGE 21 ST. CLAIR COUNTY RECORDS)

"SUPERVISOR'S HALL PLAT"
 RECORDED IN LIBER 51 PAGE 21
 ST. CLAIR COUNTY RECORDS

NOTE

BEARINGS BASED ON SOLAR
 OBSERVATION TAKEN ON
 14 MAY 84

LEGEND

S. I. P. = SET IRON PIPE
 CHB. = CHORD BEARING
 CHD. = CHORD DISTANCE

SEE SHEET 6

- SHEET 10 OF 18

BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF, I CERTIFY THAT AS A RESULT OF A SURVEY MADE ON THE GROUND TO THE NORMAL STANDARD OF CARE OF PROFESSIONAL (LAND) SURVEYORS IN THE STATE OF MICHIGAN, THAT THE MAP DELINEATED HEREON CORRECTLY REPRESENTS SUCH SURVEY AND THAT THE RATIO OF CLOSURE OF THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS 1: 124,000 AND THAT ALL APPLICABLE REQUIREMENTS OF P. A. 132 OF 1970 HAVE BEEN COMPLIED WITH.

Steven A. Young 25885 10-1-84
 SURVEYOR FILE NO. DATE

LOCATION PROPERTY SURVEY: PART OF SECTION 13 AND FRACTIONAL SECTION 24, TOWN 4 NORTH, RANGE 16 EAST, CHINA TOWNSHIP. ALSO PART OF SECTION 18 AND FRACTIONAL SECTION 19 & 20 TOWN 4 NORTH, RANGE 17 EAST, AND PART OF PRIVATE CLAIM 303, EAST CHINA TOWNSHIP, ST. CLAIR COUNTY, MICHIGAN.

Detroit Edison SYSTEM ENGINEERING DEPT.

SCALE
 1" = 200'
 0 100' 200'

DRAWN BY
 L. HARRIS 30 AUG 84

APPROVED BY
A. Vaden

DATE OF SURVEY
 SEPT. 1984

DRAWING NO.
 SE 1258-43

BELLE RIVER POWER PLANT

BELLE RIVER POWER PLANT

PARCEL NO. 1

DESCRIPTION

Part of Private Claim 303 of East China Township and part of Section 13 and fractional Section 24, Town 4 North, Range 16 East, China Township and East China Township, St. Clair County, Michigan lying Westerly of the Port Huron and Detroit Railroad right-of-way.

Described as: Commencing at the Northwest corner of said fractional Section 24, (Also being the Southwest corner of said Section 13);

Thence South $01^{\circ}50'42''$ East 321.50 Feet along the West line of said fractional Section 24, (Also being the Centerline of King Road 100 Feet Wide);

Thence North $88^{\circ}09'18''$ East 450.00 Feet;

Thence South $01^{\circ}50'42''$ East 596.52 Feet to the Centerline of Recor Road;

Thence along the Centerline of Recor Road (66 Feet Wide) the following 5 (five) Courses;

Thence 97.15 Feet along a curve to the right having a Radius of 1602.26 Feet, a Central Angle of $03^{\circ}28'26''$ and a Chord Bearing of South $78^{\circ}01'38''$ East 97.13 Feet;

Thence South $79^{\circ}51'51''$ East 593.25 Feet;

Thence 331.25 Feet along a curve to the right having a Radius of 437.98 Feet, a Central Angle of $43^{\circ}20'00''$, and a Chord Bearing of South $58^{\circ}11'51''$ East 323.41 Feet;

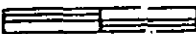

Thence South $36^{\circ}31'51''$ East 501.60 Feet;

Thence 323.63 Feet along a curve to the right having a Radius of 1121.30 Feet, a Central Angle of $16^{\circ}32'12''$, and a Chord Bearing of South $28^{\circ}15'45''$ East 322.51 Feet to the Easterly line of fractional Section 24, (Also being the Westerly line of Private Claim 310 and the Easterly line of China Township and the Westerly line of East China Township);

Thence North $22^{\circ}48'44''$ East 335.00 Feet along said line to the Northwesterly corner of said Private Claim 310;

Thence South $64^{\circ}38'14''$ East 1095.26 Feet along the Northerly line of Private Claim 310, (Also being the Northerly line of East China Township and the Southerly line of China Township) to the Southeasterly corner of fractional Section 24, (Also being the Southwesterly corner of Private Claim 303);

Sheet 11 of 18

LOCATION PROPERTY SURVEY: Part of Section 13 and frac. Sec. 24, Town 4 N., R 16 E. China Township. Also part of Sec. 18 and frac. Sec. 19 & 20-T. 4 N., R. 17 E, part of Private Claim 303, East China Township, St. Clair County, Michigan. BELLE RIVER POWER PLANT	Detroit Edison SYSTEM ENGINEERING DEPT.		
	SCALE 1 inch = 	DRAWN BY L. Harris	APPROVED BY 
		DATE OF SURVEY Sept. 1984	DRAWING NO. SE 1258-43

(Cont. Parcel No. 1)

Thence South 67°19'30" East 1586.51 Feet along the Southerly line of Private Claim 303 as monumented, (Also being the Northerly line of Private Claim 310);

Thence North 22°59'51" East 434.49 Feet;

Thence South 67°02'09" East 484.31 Feet;

Thence South 03°42'43" West 456.83 Feet to the Southerly line of said Private Claim 303;

Thence South 67°19'30" East 61.73 Feet along said Claim line to the Westerly right-of-way line of the Port Huron and Detroit Railroad;

Thence along said Railroad right-of-way line the following 8 (eight) Courses;

Thence North 04°54'20" East 2307.29 Feet;

Thence 709.18 Feet along a curve to the left having a Radius of 5696.58 Feet, a Central Angle of 7°07'58", and a Chord Bearing of North 01°20'21" East 708.72 Feet;

Thence North 02°13'38" West 114.34 Feet to a point on the Section line common to said fractional Section 24 and Section 13, said point being South 87°55'40" West 66.00 Feet from the Section corner common to said Sections 13 and 24 of Town 4 North, Range 16 East and Sections 18 and 19 of Town 4 North, Range 17 East;

Thence North 02°13'25" West 2679.80 Feet to the East-West ¼ line of said Section 13;

Thence North 88°05'27" East 7.57 Feet along said East-West ¼ line to a point being South 88°05'27" West 66.00 Feet from the East ¼ corner of said Section 13, (Also being the West ¼ corner of Section 18, Town 4 North, Range 17 East);

Thence North 02°07'37" West 1351.35 Feet to the North line of the Southeast ¼ of the Northeast ¼ of said Section 13;

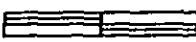
Thence South 88°01'31" West 8.25 Feet along said line;

Thence North 02°07'37" West 1351.34 Feet to a point on the North line of said Section 13, (Also being the Centerline of Puttygut Road), said point being South 87°57'36" West 74.25 Feet from the Northeast corner of said Section 13;

Thence South 87°57'36" West 1276.76 Feet along the North line of said Section 13 (Also being the Centerline of Puttygut Road (66 Feet Wide));

Thence South 02°10'03" East 505.79 Feet;

Thence South 87°51'52" West 605.51 Feet;

LOCATION PROPERTY SURVEY: Part of Section 13 and frac. Sec. 24, T. 4 N., R 16 E. China Township. Also part of Section 18 and frac. Sec. 19 & 20 T. 4 N., R. 17 E, Part of Private Claim 303, East China Township, St. Clair County, Michigan. BELLE RIVER POWER PLANT	Detroit Edison SYSTEM ENGINEERING DEPT.		
	SCALE	DRAWN BY	APPROVED BY
	1 inch = 	L. Harris	
		DATE OF SURVEY	DRAWING NO.
	Sept. 1984	SE 1258-43	

(Cont. Parcel No. 1)

Thence North $01^{\circ}49'38''$ West 506.80 Feet to the North line of said Section 13;

Thence South $87^{\circ}57'36''$ West 748.51 Feet along the North line of said Section 13 to the North $\frac{1}{4}$ corner of said Section 1;

Thence South $87^{\circ}57'39''$ West 2649.68 Feet along the North line of said Section 13, (Also being the Centerline of Puttygut Road), to a point on the East right-of-way line of King Road, said point being North $87^{\circ}57'39''$ East 50.00 Feet from the Northwest corner of said Section 13;

Thence South $02^{\circ}29'43''$ East 2691.06 Feet along said East right-of-way line of King Road to a point on the East-West $\frac{1}{4}$ line of said Section 13, said point being North $88^{\circ}05'06''$ 50.00 Feet from the West $\frac{1}{4}$ corner of said Section 13;

Thence South $01^{\circ}56'31''$ East 2697.92 Feet along said East right-of-way line of King Road to a point on the South line of said Section 13, (Also being the North line of fractional Section 24);

Thence South $87^{\circ}51'14''$ West 50.00 along said Section line to the point of beginning.

Containing 866.913 acres of land.

Subject to any and all easements of record.

Sheet 13 of 18

LOCATION
 PROPERTY SURVEY: Part of Section 13 and frac. Sec. 24, Town 4 N., R 16 E. China Township. Also part of Sec. 18 and frac. Sec. 19 & 20 T. 4 N., R. 17 E, Part of Private Claim 303, East China Township, St. Clair County, Michigan.
 BELLE RIVER POWER PLANT

Detroit Edison

SYSTEM ENGINEERING DEPT.

SCALE

1 inch =



DRAWN BY

L. Harris

APPROVED BY

DATE OF SURVEY

Sept. 1984

DRAWING NO.

SE 1258-43

BELLE RIVER POWER PLANT

PARCEL NO. 2

DESCRIPTION

Part of the South $\frac{1}{2}$ of Section 18, and part of fractional Section 19, Town 4 North, Range 17 East, East China Township, and parts of the Southeast $\frac{1}{4}$ of Section 13 and fractional Section 24, Town 4 North, Range 16 East, China Township, St. Clair County, Michigan lying Easterly of the Port Huron and Detroit Railroad right-of-way.

Described as: Commencing at the West $\frac{1}{4}$ corner of said Section 18, (Also being the East $\frac{1}{4}$ corner of said Section 13);

Thence North $87^{\circ}49'06''$ East 2666.92 Feet along the East-West $\frac{1}{4}$ line of said Section 18 to the center of said Section 18;

Thence North $88^{\circ}13'58''$ East 1568.99 Feet continuing along the East-West $\frac{1}{4}$ line of said Section 18 to the Westerly right-of-way line of Highway (M-29);
Thence continuing along the Westerly right-of-way line of Highway (M-29) the following 10 (ten) Courses;

Thence South $11^{\circ}58'33''$ East 993.77 Feet;

Thence 324.84 Feet along a curve to the right having a Radius of 11,427.00 Feet, a Central Angle of $1^{\circ}37'44''$, and a Chord Bearing of South $11^{\circ}09'41''$ East 324.83 Feet;

Thence North $79^{\circ}39'45''$ East 6.00 Feet;

Thence 325.01 Feet along a curve to the right having a Radius of 11,433.00 Feet, a Central Angle of $1^{\circ}37'44''$, and a Chord Bearing of South $09^{\circ}31'58''$ East 324.99 Feet;


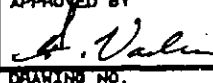
Thence South $08^{\circ}43'06''$ East 391.37 Feet;

Thence 460.05 Feet along a curve to the right having a Radius of 2232.00 Feet, a Central Angle of $11^{\circ}48'34''$, and a Chord Bearing of South $02^{\circ}47'30''$ East 459.23 Feet;

Thence South $36^{\circ}13'10''$ West 272.64 Feet;

Thence South $25^{\circ}35'29''$ East 224.80 Feet;

Thence 408.88 Feet along a curve to the right having a Radius of 2232.00 Feet, a Central Angle of $10^{\circ}29'46''$ and a Chord Bearing of South $19^{\circ}21'09''$ West 408.31 Feet;

LOCATION PROPERTY SURVEY: Part of Section 13 and frac. Sec. 24, Town 4 N., R 16 E. China Township. Also part of Sec. 18 and frac. Sec. 19 & 20 T. 4 N., R. 17 E, Part of Private Claim 303, East China Township, St. Clair County, Michigan. BELLE RIVER POWER PLANT	Detroit Edison		
	SYSTEM ENGINEERING DEPT.		
SCALE 1 inch = 	DRAWN BY L. Harris	APPROVED BY 	
	DATE OF SURVEY Sept. 1984	DRAWING NO. SE 1258-43	

(Cont. Parcel No. 2)

Thence South $24^{\circ}36'01''$ West 1388.86 Feet, being the last Course of this description along the Westerly right-of-way line of Highway (M-29);

Thence North $87^{\circ}13'59''$ West 1036.57 Feet;

Thence South $02^{\circ}25'23''$ East 249.38 Feet along the North-South $\frac{1}{4}$ line of said fractional Section 19 to the Southerly line of said fractional Section 19 (Also being the Northerly line of Private Claim 303);

Thence North $67^{\circ}05'12''$ West 2985.55 Feet along said Southerly line of fractional Section 19 to the Easterly right-of-way line of the Port Huron and Detroit Railroad;

Thence along said Easterly Railroad right-of-way line the following 4 (four) Courses;

Thence 621.77 Feet along a curve to the left having a Radius of 5762.58 Feet; a Central Angle of $6^{\circ}10'56''$, and a Chord Bearing of North $0^{\circ}51'49''$ East 621.47 Feet;

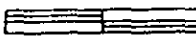
Thence North $02^{\circ}13'42''$ West 114.16 Feet to the Section corner common to Sections 18, 19, 24, and 13;

Thence North $02^{\circ}13'25''$ West 2679.61 Feet to the East-West $\frac{1}{4}$ line of said Section 13;

Thence North $88^{\circ}05'27''$ East 7.57 Feet along said East-West $\frac{1}{4}$ line to the point of beginning.

Containing 418.817 acres of land.

Subject to any and all easements of record.

LOCATION PROPERTY SURVEY: Part of Section 13 and frac. Sec. 24, Town 4 N., R 16 E. China Township. Also part of Sec. 18 and frac. Sec. 19 & 20 T. 4 N., R. 17 E, Part of Private Claim 303, East China Township, St. Clair County, Michigan. BELLE RIVER POWER PLANT	Detroit Edison SYSTEM ENGINEERING DEPT.	
	SCALE 1 inch = 	DRAWN BY L. Harris
	DATE OF SURVEY Sept. 1984	DRAWING NO. SE 1258-43

BELLE RIVER POWER PLANT

PARCEL NO. 3

DESCRIPTION

Part of fractional Section 19 and fractional Section 20, Town 4 North, Range 17 East, East China Township and lot numbers 5 and 6 of "Adelaide on St. Clair River" as recorded in Liber 24, page 6 of Plats and Part of "Hammonds's Grove Plat" as recorded in Liber 25 of Plats, Page 1, St. Clair County records, St. Clair County, Michigan including Riparian rights in and to the St. Clair River.

Described as: Commencing at the Northeast corner of said Section 19;
 Thence South $88^{\circ}23'11''$ West 680.07 Feet to a found iron being a point of intersection of the tangents of a curve along the Centerline of Highway (M-29) and also on the Centerline of Chamberlain Drive, said point also being North $88^{\circ}03'42''$ East 2028.29 Feet from the North $\frac{1}{4}$ corner of said Section 19;
 Thence South $08^{\circ}43'38''$ East 1238.43 Feet along the centerline of Chamberlain Drive;
 Thence South $88^{\circ}06'04''$ West 39.28 Feet to the point of beginning of this description;

Thence South $08^{\circ}43'38''$ East 308.00 Feet;

Thence South $28^{\circ}03'59''$ West 45.08 Feet;

Thence South $81^{\circ}16'22''$ West 50.00 Feet;

Thence South $08^{\circ}43'38''$ East 140.00 Feet;

Thence North $81^{\circ}16'22''$ East 50.00 Feet;

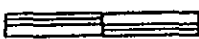
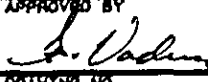
Thence South $08^{\circ}43'38''$ East 15.66 Feet;

Thence South $87^{\circ}50'55''$ East 780.37 Feet partially along the Northerly line of Lot 5 of said "Adelaide on St. Clair River Subdivision" to the Westerly edge of water of the St. Clair River;

Thence continuing along the Westerly edge of water of the St. Clair River as now monumented by an existing steel sheet pile bulk head and existing screen house building for water intake purpose for said Belle River Power Plant the following nine (9) Courses;

Thence South $44^{\circ}09'46''$ East 57.46 Feet;

Thence 32.94 Feet along a curve to the right having a Radius of 45.00 Feet, a Central Angle of $41^{\circ}56'12''$, and a Chord Bearing of South $23^{\circ}11'40''$ East 32.31 Feet;

LOCATION PROPERTY SURVEY: Part of Sec. 13 and fra. Sec. 24, T. 4 N., R 16 E. China Township. Also part of Sec. 18 and frac. Sec. 19 & 20 T. 4 N., R. 17 E. Part of Private Claim 303, East China Township, St. Clair County, Michigan. BELLE RIVER POWER PLANT	Detroit Edison		SYSTEM ENGINEERING DEPT.
	SCALE 1 inch = 	DRAWN BY L. Harris	APPROVED BY 
	DATE OF SURVEY Sept. 1984	DRAWING NO. SE 1258-43	

(Cont. Parcel No. 3)

Thence South 02°13'34" East 65.10 Feet;

Thence North 67°52'18" East 15.96 Feet;

Thence South 22°09'02" East 229.76 Feet;

Thence South 67°52'18" West 18.09 Feet;

Thence South 02°15'41" East 70.82 Feet;

Thence South 58°37'43" West 168.88 Feet;

Thence South 47°50'30" West 16.00 Feet;

Thence South 80°08'03" West 114.00 Feet along an existing chain link fence.

Thence continuing along said fence the following nine (9) Courses;

Thence North 10°21'50" West 140.66 Feet;

Thence North 41°18'45" West 39.88 Feet;

Thence North 64°23'03" West 34.06 Feet;

Thence North 84°50'48" west 31.63 Feet;

Thence South 80°34'14" West 88.42 Feet;

Thence North 33°04'27" West 56.57 Feet;

Thence South 86°43'04" West 42.03 Feet;

Thence South 10°44'12" West 60.47 Feet;

Thence South 80°30'20" West 302.42 Feet;

Thence North 08°43'38" West 203.52 Feet along the Westerly line of Chamberlain Drive extended (This portion of Chamberlain Drive abandoned August 23, 1977);

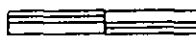

Thence North 87°13'59" West 1057.36 Feet to the Easterly line of Highway M-29;

Thence North 24°36'00" East 753.18 Feet along the Easterly line of said Highway M-29;

Thence North 88°06'04" East 653.98 Feet to the point of beginning.

Containing 22.341 acres of land.

Subject to any and all easements of record.

LOCATION PROPERTY SURVEY: Part of Section 13 and frac. Sec. 24, T. 4 N., R 16 E. China Township. Also part of Sec. 18 and frac. Sec. 19 & 20 T. 4 N., R. 17 E, Part of Private Claim 303, East China Township St. Clair County, Michigan. BELLE RIVER POWER PLANT	Detroit Edison SYSTEM ENGINEERING DEPT.		
	SCALE	DRAWN BY	APPROVED BY
	1 inch = 	L. Harris	
		DATE OF SURVEY	DRAWING NO.
	Sept., 1984	SE 1258-43	

(Cont. Parcel No. 3)

The total combined acreage for Belle River Power Plant is:

Parcel No. 1	866.913 Acres
Parcel No. 2	418.817 Acres
Parcel No. 3	<u>22.341 Acres</u>
TOTAL	<u>1308.071 Acres</u>

Sheet 18 of 18

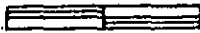
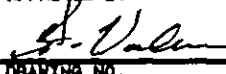
LOCATION PROPERTY SURVEY: Part of Section 13 and frac. Sec. 24, T. 4 N., R 16 E. China Township. Also part of Sec. 18 and frac. Sec. 19 & 20 T. 4 N., R. 17 E, Part of Private Claim 303, East China Township, St. Clair County, Michigan. BELLE RIVER POWER PLANT	Detroit Edison		SYSTEM ENGINEERING DEPT.
	SCALE 1 inch = 	DRAWN BY L. Harris	APPROVED BY 
	DATE OF SURVEY SEPT. 1984	DRAWING NO. SE 1258-43	

EXHIBIT "B"

CERTIFICATE AS TO PAYMENT OF ALL PERSONS
PERFORMING WORK ON THE CONSTRUCTION PROJECT
OF THE PREVAILING WAGE AND FRINGE BENEFIT RATES

The undersigned, being one of the persons who will manage or be associated with the management of the Project for a period of not less than one (1) year from the date of approval of the Project Plan by the Corporation, does hereby represent, warrant and certify on behalf of the Applicant, as follows:

Applicant, The Detroit Edison Company, pays its employes, including those at the Belle River Power Plant, wages and fringe benefits that are at least equal to prevailing wage and fringe benefit rates for the same or similar work in the locality where the Belle River Power Plant is located.

This certificate is given on behalf of the Applicant in full recognition that the Corporation shall rely hereupon in connection with the Corporation's adoption of the Project Plan.

The Detroit Edison Company, Applicant

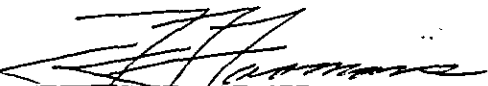
By 
Its Vice President and Treasurer.

EXHIBIT "C"

1. Issuer: The Economic Development Corporation of the
County _____ of St. Clair.
2. Applicant (for the benefit of whom/which the bonds are
issued): The Detroit Edison Company
3. Total principal amount of the bonds to be issued with
respect to the Project: Not to exceed \$ 100 million.
[Estimated principal amount of each series of bonds (if
more than one series expected to be issued)]:
 - First Series: \$ 35,000,000.
 - Second Series: \$ 65,000,000.
 - Third Series: \$ _____.]
4. Interest rate(s): (choose one)
not more than
 - a. 10 % per annum.
 - b. _____ % of the prime rate of _____,
adjusted _____.
 - c. to be established at time of sale of the
bonds; estimated to be between _____ % and
_____ %.
 - d. [other] _____
5. Maturity schedule:
Up to 32 years, with the possibility of optional redemption.
6. Purchase price of bonds (expressed as percentage of
principal of amount of the bonds): 97 to 103 %.
7. Purchaser(s) or Underwriter: _____
Morgan Stanley & Co. Incorporated
8. Method of Sale: (choose one)
 - a. private placement _____.
 - b. public offering X.

9. **Additional security:** [describe here any guaranty or letter of credit arrangement]

Applicant anticipates collateralizing its obligations with its General and Refunding Mortgage Bonds. Applicant may secure insurance for the principal and interest on the corporation's bonds.

10. **Additional bonds in an amount not to exceed \$_____ may also be issued to finance additional costs of the Project (but only with respect to the Project described in this Project Plan) or the costs of improvements to the Project (but only to the extent that such improvements do not materially alter the scope and character of the facilities that constitute the Project or of which the Project is a part).**

Applicant anticipates Bonds in the aggregate amount of \$100 million as specified in answer to 3 herein.

I certify that the foregoing Project Plan which was prepared by the undersigned with the assistance of counsel and my staff is complete, accurate and contains no misstatements of fact.

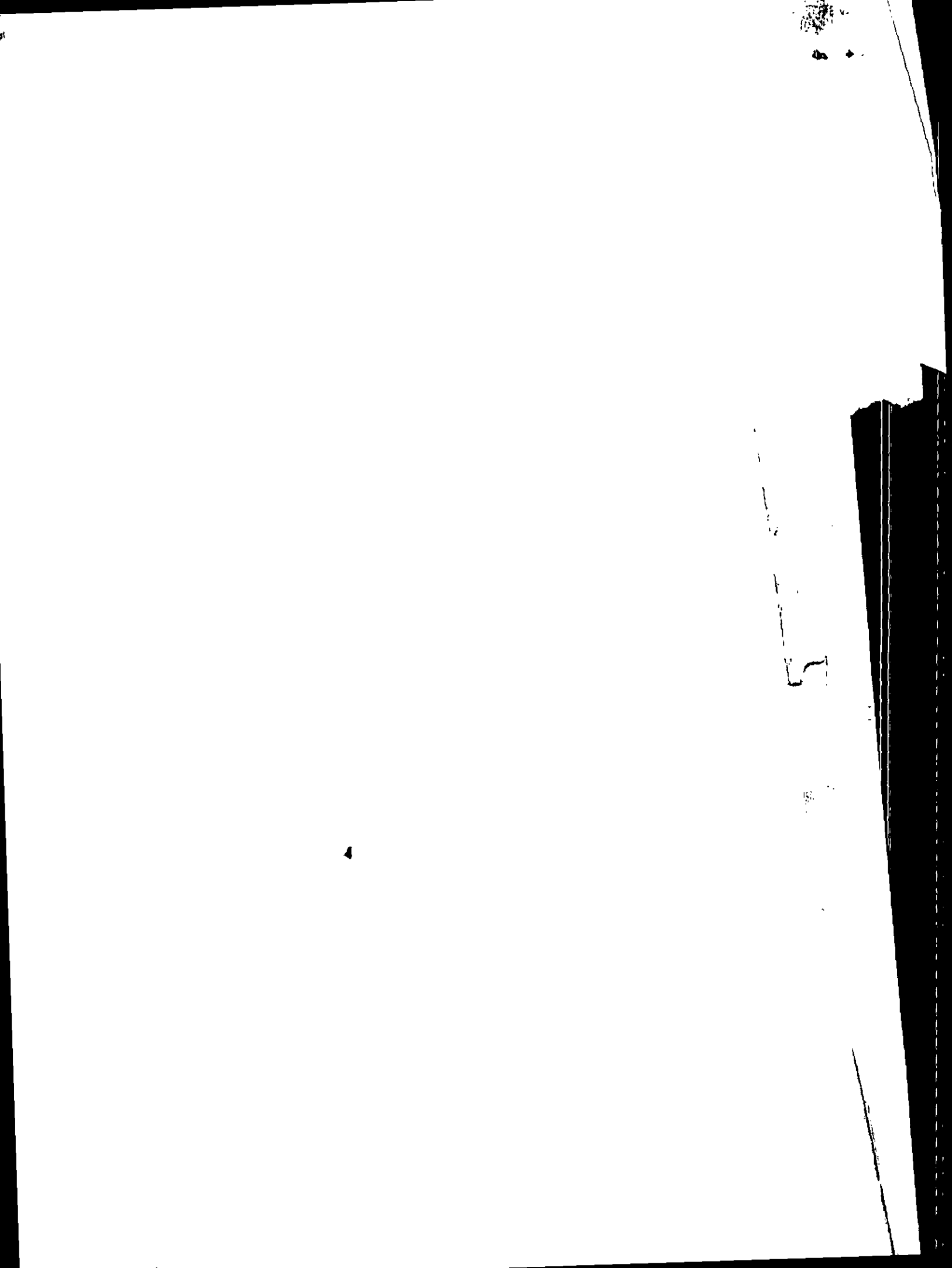
The Detroit Edison Company

By 

Its Vice President and Treasurer

Date June 16, 1992

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RESOLUTION 98-64

ADOPTING 1999 SPECIAL REVENUE, DEBT SERVICE AND OTHER
SPECIFIC FUNDS BUDGETS AND AMENDING THE 1998 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 1999 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 1999 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 1998 budgets revenues and expenditures, totals should be amended as recommended in Attached Exhibit "C".




NOW, THEREFORE, BE IT RESOLVED, that the above recommended 1999 Special Revenue, Debt Service and other Specific Funds Budgets be adopted and 1998 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 16, 1998

Reviewed and Approved as to form:



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

Special Revenue Funds - 1999 Budgets

	Friend of Court-Med. Grant	Friend of Court Act 294	Health Department	Mental Health	Family Counseling	County Planning	Public Improv.	Resource Recovery	Community Corrections	Liquor Tax	Marz House	Local Law Enforcement Grant	Hazardous Materials Response Team
Revenues													
Taxes	-	-	84,850	-	-	-	-	-	-	-	-	-	-
Licenses & Permits	-	-	431,338	1,666,379	-	58,081	-	-	-	-	31,849	-	-
Intergovernmental-Federal	56,989	337,721	4,304,412	5,198,964	-	14,500	-	-	209,400	262,452	-	-	-
-State	-	-	-	-	-	-	-	-	-	-	-	-	-
-Other	-	-	-	-	-	-	-	-	-	-	-	-	70,000
Charges for Services	-	20,000	784,650	23,213,343	20,000	8,000	-	131,300	-	-	296,087	-	-
Fines & Forfeits	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest & Rents	-	40,000	-	2,430	-	-	-	-	-	-	-	1,000	-
Other Revenues	-	-	55,600	-	-	-	-	1,000	-	-	-	-	20,000
	56,989	397,721	5,660,870	30,081,316	20,000	80,581	-	132,300	209,400	262,452	296,087	32,849	90,000
Expenditures													
Current													
Judicial	56,990	413,523	-	-	20,000	-	-	-	-	-	-	-	-
General Government	-	-	-	-	-	50,000	-	28,200	-	-	-	-	-
Public Safety	-	-	-	-	-	571,577	-	-	145,186	-	-	37,264	30,000
Public Works	-	-	-	-	-	-	-	-	-	-	-	-	-
Health & Welfare	-	-	8,237,138	30,736,988	-	-	-	-	-	240,700	296,087	-	-
Recreation & Culture	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Outlay	-	13,000	56,123	300,000	5,000	7,400	1,500,000	-	500	-	-	-	60,000
	56,990	426,523	8,293,261	31,036,988	25,000	578,977	1,550,000	28,200	145,686	240,700	296,087	37,264	90,000
Other Financing Sources(Uses)													
Operating Transfers In-													
County Appropriation	-	-	2,402,392	955,672	-	391,728	300,000	-	30,000	-	-	4,415	-
Other	-	-	-	-	-	75,000	-	-	-	-	-	-	-
Operating Transf.Out	-	-	-	-	(20,000)	-	-	(75,000)	-	-	-	-	-
	-	-	2,402,392	955,672	(20,000)	466,728	300,000	(75,000)	30,000	-	-	4,415	-
Excess of Budgeted Revenues and Other Sources Over(Under) Budgeted Expenditures & Other Uses	(1)	(28,802)	<229,999>	-	(25,000)	(31,668)	(1,250,000)	29,100	93,714	21,752	-	-	-
Estimated Fund Balance at Beginning of Year	216	883,568	2,507,126	3,061,334	96,400	35,099	1,407,680	187,701	130	167,274	1,727	3,750	-
Estimated Fund Balance at End of Year	\$ 215	854,866	2,277,127	3,061,334	71,400	3,431	157,680	216,801	93,844	189,026	1,727	3,750	-

Special Revenue Funds - 1999 Budgets

	Office Automation	Senior Citizens Millage	Drug Task Force	Insurance Claims	Second. Road Patrol	Law Library	County Library	B.B. Hazard. Waste	Hazardous Materials Handling	Library Millage	Perks Millage	C.O.P.S. Universal Grant
Revenues												
Taxes	-	1,931,350	1,106,777	-	-	-	-	-	-	1,946,000	1,951,900	-
Licenses and Permits	-	-	-	-	-	-	-	-	-	-	-	-
Intergovernmental - Federal	-	-	-	-	-	-	-	-	-	-	-	-
- State	-	-	20,521	-	171,835	-	195,000	-	-	39,050	207,000	-
- Other	-	-	-	-	-	-	9,930	-	-	-	-	-
Charges for Services	-	-	-	-	-	500	18,300	-	20,000	-	15,500	50,000
Fines & Forfeits	-	-	25,000	-	-	6,500	709,230	-	-	-	-	-
Interest & Rents	-	-	25,000	-	-	-	35,000	-	-	52,700	63,100	-
Other Revenues	-	-	100	20,000	-	500	2,100	-	-	-	3,600	-
	-	1,931,350	1,177,398	20,000	171,835	7,500	969,560	-	20,000	2,037,750	2,241,100	-
Expenditures												
Current												
Judicial	-	-	-	-	-	-	-	-	-	-	-	-
General Government	130,000	-	-	50,000	-	-	-	-	-	-	-	-
Public Safety	-	-	1,021,460	-	171,835	16,300	-	78,075	20,000	-	-	50,000
Public Works	-	-	-	-	-	-	-	-	-	-	-	-
Health & Welfare	-	1,966,512	-	-	-	-	-	-	-	-	-	-
Recreation & Culture	-	-	-	-	-	-	1,398,621	-	-	1,186,052	1,006,241	-
Capital Outlay	620,000	-	25,000	-	-	700	545,940	-	-	851,698	1,353,900	-
	750,000	1,966,512	1,046,460	50,000	171,835	17,000	1,944,561	78,075	20,000	2,037,750	2,360,141	50,000
Other Financing Sources(Uses)												
Operating Transfers In-												
County Appropriation	600,000	-	-	30,000	-	9,500	975,001	-	-	-	-	-
Other	-	-	-	-	-	-	-	75,000	-	-	-	-
Operating Transfers Out-Other	-	-	<174,567>	-	-	-	-	-	-	-	-	-
	600,000	-	<174,567>	30,000	-	9,500	975,001	75,000	-	-	-	-
Excess of Budgeted Revenues and Other Sources Over(Under) Budgeted Expenditures and Other Uses	(150,000)	(35,162)	<43,629>	-	-	-	-	(3,075)	-	-	(119,041)	-
Estimated Fund Balance at Beginning of Year	184,346	634,454	530,578	220,496	29,599	-	-	58,679	827	-	1,424,161	-
Estimated Fund Balance at End of Year	\$ 34,346	599,292	486,949	220,496	29,599	-	-	55,604	827	-	1,305,120	-

Special Revenue Funds - 1999 Budgets

	275 B.U.D.	Criminal Justice Training	Social Services	Child Care	Soldiers Relief	Veterans Trust	County Assessment	273 CDBG Housing	279 Housing Assistance	Summer Drug Prevention	MCOB Jobs Training
Revenues											
Taxes	-	-	-	-	-	-	-	-	-	-	-
License & Permits	-	-	-	-	-	-	-	-	-	-	-
Intergovernmental - Federal	-	-	700,000	35,000	-	-	-	-	-	25,000	20,000
- State	-	30,000	590,000	788,172	-	40,000	60,000	354,000	-	-	-
- Other	-	-	-	-	-	-	-	-	-	-	-
Charges for Services	10,000	-	-	25,000	-	-	-	-	-	-	-
Fines & Forfeits	-	-	-	-	-	-	-	-	-	-	-
Interest & Rents	-	-	-	-	-	-	-	-	-	-	-
Other Revenues	25,000	-	10,000	30,500	-	-	-	-	-	-	-
	10,000	30,000	1,300,000	878,672	-	40,000	60,000	354,000	-	25,000	20,000
Expenditures											
Current											
Judicial	-	-	-	-	-	-	-	-	-	-	-
General Government	3,000	-	-	-	-	-	60,000	-	-	-	20,000
Public Safety	-	30,000	-	-	-	-	-	-	-	25,000	-
Public Works	-	-	-	-	-	-	-	-	-	-	-
Health & Welfare	-	80,000	1,888,750	2,413,748	1,500	40,000	-	364,000	-	-	-
Recreation & Culture	-	-	-	-	-	-	-	-	-	-	-
Capital Outlay	10,811	-	-	500	-	-	-	-	-	-	-
	13,811	30,000	1,887,750	2,414,248	1,500	40,000	60,000	364,000	-	25,000	20,000

Other Financing Sources (Uses)

Operating Transfers In -											
County Appropriation	-	-	588,750	1,748,576	1,500	-	-	10,000	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-
Operating Transfers Out-Other	-	-	-	(213,000)	-	-	-	-	-	-	-
	-	-	588,750	1,535,576	1,500	-	-	10,000	-	-	-
Excess of Budgeted Revenues and Other Sources Over (Under) Budgeted Expenditures & Other Uses	<3,811>	-	-	-	-	-	-	-	-	-	-
Estimated Fund Balance at Beginning of Year	3,811	142,013	3,624	249,355	2,746,979	112	4,722	1	114,020	9,444	-
Estimated Fund Balance at End of Year	-	87,013	3,624	249,355	2,746,979	112	4,722	1	114,020	9,444	-

ST. CLAIR COUNTY
DEBT SERVICE FUNDS
BUDGETS
1999

EXHIBIT A

	1980	1986
Building HVAC Renovation	Building Authority	Building Authority
0	100	0
0	0	0
0	100	0
0	0	0
0	0	0

REVENUES

Interest
Miscellaneous

EXPENDITURES

Debt Service - Principal
- Interest
- Fees

63000	325000	0	85000
18711	9750	622250	15000
289	1000	1000	0
82000	335750	623250	100000

OTHER FINANCING SOURCES

Operating Transfer In - Other

82000	335750	622250	100000
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Excess of budgeted revenues and
other sources over (under) budgeted
expenditures

0	100	-1000	0
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Estimated Fund Balance at
Beginning of Year

8416	3921	3177	0
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Estimated Fund Balance at
End of Year

8416	4021	2177	0
------	------	------	---

debtiser4.xls

DATA PROCESSING
1999 ANNUAL BUDGET

REVENUE

	Computer Service Fees	7,500
630	County Appropriation	<u>332,335</u>
699		<u>339,835</u>
		=====

EXPENDITURES

<u>701</u>	<u>Personal Services</u>		
703	Salaries & Wages, Supvsy.	48,599	
704	Salaries & Wages, Perm.	76,587	
709	Longevity	2,400	
714	Employer's Medicare	1,850	
715	Employer's Soc. Sec.	7,910	
716	Hospital Insurance	12,400	
717	Employees' Life Ins.	375	
718	Retirement Contrib.	16,586	
719	Dental Insurance	1,800	
721	Disability Insurance	13	
722	Unemployment Ins.	13	
723	Workers' Compensation	<u>2,552</u>	171,085
<u>726</u>	<u>Supplies</u>		
727	Office Supplies	25,000	
728	Books	<u>400</u>	25,400
<u>800</u>	<u>Other Services & Charges</u>		
801	Professional & Contractual	75,000	
850	Communications	5,000	
860	Travel-Mileage	350	
861	Travel-Other	2,000	
930	Repairs & Service	35,000	
958	Education & Training	<u>6,000</u>	123,350
<u>970</u>	<u>Capital Outlay</u>		
980	Equipment	<u>20,000</u>	<u>20,000</u>
	Total Expenditures:		<u>339,835</u>
			=====

EXHIBIT "B"

1999 SANITARY LANDFILL BUDGET
FUND 517-526

REVENUE

607	Landfill Fees	3,050,000
460	Landfill Permits	5,000
691	Miscellaneous	1,000
		<u>3,056,000</u>
		=====

EXPENDITURES

517-526 SANITARY LANDFILL

<u>701</u>	<u>Personal Services</u>	
703	Salaries & Wages, Supv.	50,000
704	Salaries & Wages, Perm.	43,200
705	Salaries & Wages, Temp.	15,000
706	Salaries & Wages, Overtime	10,200
709	Longevity	2,000
714	Employer's Medicare	1,745
715	Employer's Soc. Sec.	7,465
716	Hospital Insurance	8,700
717	Employee's Life Ins.	250
718	Retirement Contribution	13,702
719	Dental Insurance	1,200
721	Disability Insurance	11
722	Unemployment Ins.	11
723	Worker's Comp.	<u>2,408</u>
		155,892
<u>726</u>	<u>Supplies</u>	
727	Office Supplies	<u>4,500</u>
		4,500
<u>800</u>	<u>Other Services & Charges</u>	
820	Water Samplings	100,000
821	Engineering Services	300,000
822	Landfill Operator	404,250
823	Other Prof. & Contractual	220,000
824	Tipping Fees-Kimball Twp.	48,000
850	Communications	2,000
860	Travel-Mileage	2,000
861	Travel-Other	3,500
900	Printing & Binding	2,000
920	Utilities	5,000
953	Cost Allocation	21,805
954	Refunds and Rebates	2,000
955	Miscellaneous	<u>150,000</u>
		1,260,555
<u>970</u>	<u>Capital Outlay</u>	
974	Land Improvements	1,600,000
980	Office Equipment	<u>15,000</u>
		<u>1,615,000</u>
		=====
	Total Expenditures:	3,035,947
		=====

EXHIBIT "B"

1999
RADIO COMMUNICATIONS FUND
FUND 660-325

REVENUE

626	Services	435,811
650	911 Revenue	345,719
691	Miscellaneous	3,000
		<u>784,530</u>
		=====

EXPENDITURES

<u>701</u>	<u>Personal Services</u>	
703	Salaries & Wages, Supvsy.	26,000
704	Salaries & Wages, Perm.	325,000
705	Salaries & Wges, Temp.	7,000
706	Salaries & Wages, Overtime	25,000
709	Longevity	7,500
714	Employer's Medicare	5,662
715	Employer's Social Security	24,211
716	Hospital Insurance	68,000
717	Employee Life Insurance	1,600
718	Retirement Contribution	49,855
719	Dental Insurance	8,000
721	Disability Insurance	38
722	Unemployment Insurance	38
723	Workers Compensation	<u>9,762</u>
		557,666
<u>726</u>	<u>Supplies</u>	
727	Office Supplies	8,000
728	Books & Bulletins	1,500
741	Uniforms	<u>6,500</u>
		16,000
<u>800</u>	<u>Other Services & Charges</u>	
801	Professional & Contractual	2,500
850	Communications	75,860
860	Travel-Mileage	1,700
861	Travel-Other	1,600
920	Utilities	7,000
930	Repairs & Service	27,000
953	Cost Allocation	35,231
958	Education & Training	<u>6,100</u>
		156,991
<u>970</u>	<u>Capital Outlay</u>	
980	Office Equipment	5,000
985	Radio Equipment	<u>45,000</u>
		50,000
	 TOTAL EXPENDITURES:	 780,657
		=====

1999
COUNTY AIRPORT FUND (581)

REVENUE

600	Charge for Services	47,000
664	Interest and Rents	73,030
671	Other Revenue	1,000
695	Other Financing Sources	<u>155,256</u>

276,286
=====

EXPENDITURES

<u>701</u>	<u>Personal Services</u>	
703	Salaries & Wages, Supv.	53,300
704	Salaries & Wages, Perm.	30,000
705	Salaries & Wages, Temp.	20,000
706	Salaries & Wages, Ovtm.	5,000
714	Employer's Medicare	1,570
715	Employer's Social Security	6,715
716	Hospital Insurance	12,400
717	Employees' Life Insurance	250
718	Retirement Contribution	11,479
719	Dental Insurance	1,200
721	Disability Insurance	9
722	Unemployment Insurance	9
723	Worker's Compensation	<u>2,166</u>
		144,098
<u>726</u>	<u>Supplies</u>	
727	Office Supplies	3,000
728	Books and Bulletins	500
731	Repair & Maintenance Supplies	5,000
732	Operating Supplies	3,000
774	Fuel	<u>3,000</u>
		14,500
<u>800</u>	<u>Other Services & Charges</u>	
801	Professional and contractual	2,000
802	Subcontracts	34,500
850	Communications	11,550
860	Travel-Mileage	2,000
861	Travel-Other	500
880	Advertising	2,500
900	Printing and Binding	2,000
910	Insurance and Bonds	10,000
920	Utilities	21,000
930	Repairs and Service	5,000
931	Building Repair and Service	5,000
942	Building Rental	4,950
953	Cost Allocation	1,238
958	Education and Training	1,000
964	Refund	150
965	Bank Charges	<u>100</u>
		103,488
<u>970</u>	<u>Capital Outlay</u>	
988	Other Equipment	<u>14,200</u>
		14,200

Total Expenditures:

276,286
=====

EXHIBIT C

RECOMMENDED GENERAL FUND
1998 BUDGET ADJUSTMENTS
SUMMARY

1998 Original Revenue Budget	\$ 38,459,525
Add: Net Revenue Adjustment	<u>1,285,682</u>
1998 Adjusted Revenue Budget	\$ <u>39,745,207</u>
1998 Original Expenditure Budget	\$ 38,459,525
Add: Net Expenditure Adjustments	<u>1,648,250</u>
1998 Adjusted Expenditure Budget	\$ <u>40,107,775</u>
Use of Fund Balance	\$ <u><u>-362,568</u></u>

EXHIBIT C

RECOMMENDED GENERAL FUND
1998 BUDGET ADJUSTMENTS

REVENUE BUDGET INCREASES

Judicial

District Court	\$	20,000
Friend of Court		13,000
Probate Court - Juvenile		19,000

General Government

Clerk/Register		300,500
Cooperative Extension		54,500
County Treasurer		1,193,700

Public Safety

Sheriff		20,000
Animal Shelter		6,000
Public Guardian		9,000

Transfers In

Workers Compensation & Unemployment Funds		<u>58,482</u>
	\$	<u><u>1,694,182</u></u>

REVENUE BUDGET DECREASES

Judicial

Probate Court - Adult	\$	5,000
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General Government

Elections		20,000
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Public Safety

Marine Law Enforcement		21,000
Jail		<u>362,500</u>
	\$	<u><u>408,500</u></u>

EXHIBIT C

RECOMMENDED GENERAL FUND
1998 BUDGET ADJUSTMENTS

EXPENDITURE BUDGET INCREASES

Judicial

Friend of Court	\$	34,000
Probate Court - Juvenile		20,000

General Government

Clerk/Register		23,000
Personnel		12,000
Cooperative Extension		57,000
Building Authority		1,800
Drain Commissioner		8,000

Public Safety

Marine Law Enforcement		13,000
Jail		188,000
Animal Shelter		14,500
Emergency Services		2,200

Health & Welfare

Veterans Burial		3,500
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Appropriations

Law Library (deficit elimination)		5,228
Drug Screening Grant		20,159
Remonumentation (deficit elimination)		29
Local Law Enforcement Grant		3,550
Airport		35,792
Data Processing		61,342
Hazardous Materials Response Team		30,000
Barr House (deficit elimination)		3,334

Other Transfers Out

Building Fund		<u>1,800,000</u>
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	\$	<u><u>2,336,434</u></u>
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EXHIBIT C

RECOMMENDED GENERAL FUND
1998 BUDGET ADJUSTMENTS

EXPENDITURE BUDGET DECREASES

Judicial

Circuit Court	\$	34,000
District Court		47,000
Probate Court - Adult		5,000

General Government

Treasurer		7,000
Buildings & Grounds		29,000
Prosecuting Attorney		12,000
Stores - Central Supply		25,000

Public Safety

Sheriff		67,000
Dive Team		2,000

Other Functions

Insurance		167,000
Contingencies		<u>293,184</u>

	\$	<u><u>688,184</u></u>
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Special Revenue Funds - 1998 Budgets

As Amended

	Friend of Court-Med. Grant	Friend of Court Act 254	Health Department	Mental Health	Family Counseling	County Planning	Public Improv.	Resource Recovery	Liquor Tax	Household Hazardous Waste	273 CD8G Housing	Local Law Enforcement Grant	Hazardous Material Response Te
Revenues													
Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-
License & Permits	-	-	265,100	-	16,000	-	-	-	-	-	-	-	-
Intergovernmental-Federal	-	-	495,799	1,510,810	-	-	-	-	-	-	-	36,500	-
-State	51,169	341,485	4,163,971	6,504,517	-	21,200	-	232,600	-	-	332,600	-	-
-Other	-	-	-	-	-	-	-	-	-	-	-	-	30,000
Charges for Services	-	20,000	578,200	19,799,287	-	74,420	-	123,140	-	-	-	-	-
Fines & Forfeits	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest & Rents	-	35,000	-	660	-	-	-	-	11,000	-	-	-	-
Other Revenues	-	-	77,531	-	-	-	10,000	-	-	-	-	-	-
	51,169	396,485	5,580,601	27,815,274	16,000	95,620	10,000	123,140	243,600	-	332,600	36,500	30,000
Expenditures													
Current													
Judicial	50,169	386,238	-	-	-	-	-	-	-	-	-	-	-
General Government	-	-	-	-	-	-	50,000	42,375	-	-	-	-	-
Public Safety	-	-	-	-	549,850	-	-	-	-	75,000	-	40,050	,000
Public Works	-	-	-	-	-	-	-	-	-	-	-	-	-
Health & Welfare	-	-	7,985,286	28,348,360	16,000	-	-	-	219,600	-	342,600	-	-
Recreation & Culture	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Outlay	1,000	13,000	73,475	394,751	-	3,500	179,000	-	-	-	-	-	59,000
	51,169	399,238	8,058,761	28,743,111	16,000	553,350	229,000	42,375	219,600	75,000	342,600	40,050	60,000
Other Financing Sources(Uses)													
Operating Transfers In-													
County Appropriation	-	-	2,248,160	927,837	-	370,330	280,000	-	-	-	10,000	3,550	30,000
Other	-	-	-	-	-	87,400	-	-	-	75,000	3,247	-	-
Operating Transf.Out-Other	-	-	-	-	-	-	(61,000)	(75,000)	-	-	-	-	-
	-	-	2,248,160	927,837	-	457,730	219,000	(75,000)	-	75,000	13,247	3,550	30,000
Excess of Budgeted Revenues and Other Sources Over (Under)													
Budgeted Expenditures & Other Uses	-	(2,753)	(230,000)	-	-	-	-	5,785	24,000	-	3,247	-	-
Fund Balance at Beginning of Year	216	886,421	2,737,126	3,061,334	96,400	35,099	1,407,680	181,936	143,274	58,679	110,773	3,750	-
Estimated Fund Balance at End of Year	\$ 216	883,668	2,507,126	3,061,334	96,400	35,099	1,407,680	187,701	167,274	58,679	114,020	3,750	-

Special Revenue Funds - 1998 Budgets
As Amended

	Office Automation	Senior Citizens Millage	Drug Task Force	Insurance Claims	Second Road Patrol	Law Library	County Library	Forfeited Asset Sharing	Parts & Recre. Millage	E.M.S. Computer Grant	County Remuneration	Library Millage	C.O.P.S. Universal Grant
Revenues													
Taxes		1,732,424	1,067,057	-	-	-	-	-	1,879,100	-	-	1,843,359	-
Licenses & Permits	-	-	-	-	-	-	-	-	-	-	-	-	-
Intergovernmental - Federal	-	-	-	-	-	-	-	-	-	-	-	-	50,000
- State	-	34,100	20,609	-	146,610	-	155,000	-	36,300	-	54,498	36,323	-
- Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Charges for Services	-	-	-	-	-	500	14,500	20,000	6,000	-	-	-	-
Fines & Forfeits	-	-	73,000	-	-	6,500	635,000	-	-	-	-	-	-
Interest & Rents	-	45,783	25,000	-	-	-	24,000	-	146,000	-	-	54,470	-
Other Revenues	-	-	19,100	20,000	-	500	2,450	-	6,000	-	-	-	-
	-	1,812,307	1,204,766	20,000	146,610	7,500	830,950	20,000	2,073,400	-	54,498	1,936,152	50,000

Expenditures

Current													
Judicial	-	-	-	-	-	-	-	-	-	-	-	-	-
General Government	50,000	-	-	50,000	-	-	-	1,000	-	-	54,498	-	-
Public Safety	-	-	957,179	-	168,445	17,000	-	-	-	88	-	-	-
Public Works	-	-	-	-	-	-	-	-	-	-	-	-	-
Health & Welfare	-	1,812,307	-	-	-	-	-	-	-	-	-	-	-
Recreation & Culture	-	-	-	-	-	-	1,747,410	-	1,090,442	-	-	1,086,520	50,000
Capital Outlay	40,000	-	25,000	-	2,000	-	82,000	19,000	1,531,795	-	-	849,532	-
	90,000	1,812,307	982,179	50,000	170,445	17,000	1,829,410	20,000	2,623,237	88	54,498	1,936,152	50,000

Other Financing Sources (Uses)

Operating Transfers In -													
County Appropriation	210,000	-	-	30,000	16,835	14,728	998,460	-	116,837	-	29	-	-
Other	-	-	-	200,000	-	-	-	-	-	-	-	-	-
Operating Transfers Out-Other	-	-	(170,263)	-	-	-	-	-	-	-	-	-	-
	210,000	-	(170,263)	230,000	16,835	14,728	998,460	-	116,837	-	29	-	-

Excess of Budgeted Revenues and Other

Sources Over (Under) Budgeted Expenditures	-	-	52,324	200,000	(7,000)	5,228	-	-	(432,000)	(88)	-	-	-
Fund Balance (Deficit) at Beginning of Year	44,346	643,454	478,254	20,496	36,599	(5,228)	-	3,011	1,856,161	88	(28)	-	-

Estimated Fund Balance at

End of Year	\$ 184,346	643,454	530,576	220,496	29,599	-	-	3,011	1,424,161	-	1	-	-
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Special Revenue Funds - 1998 Budgets

As Amended

	Barr House	H.U.D.	Criminal Justice Training	Social Services	Child Care	Soldiers Relief	Veterans Trust	Community Corrections	279 Housing Rehab.	280 Housing Rehab.	Mat. Handling	Drug Screening	Summer Drug Prevention	MCCB Jobs Training	
Revenues															
Taxes															
License & Permits															
Intergovernmental - Federal				690,000	37,000								25,000		20,000
- State			30,000	580,000	1,471,717		40,000	225,000	30,000		20,000				
- Other															
Charges for Services	300,000				10,000										
Fines & Forfeits		10,000													
Interest & Rents		15,000			30,500										
Other Revenues		25,000	30,000	1,280,000	1,549,217		40,000	225,000	30,000		20,000		25,000		20,000
300,000	25,000	30,000	30,000	1,280,000	1,549,217		40,000	225,000	30,000		20,000		25,000		20,000

Expenditures

	Judicial	General Government	Public Safety	Public Works	Health & Welfare	Recreation & Culture	Capital Outlay	Other Financing Sources (Uses)	Operating Transfers In - County Appropriation	Other	Operating Transfers Out - Other	Excess of Budgeted Revenues and Other Sources Over (Under) Budgeted Expenditures & Other Uses	Fund Balance at Beginning of Year	Estimated Fund Balance at End of Year
Current														
Judicial														
General Government														
Public Safety			30,000											
Public Works														
Health & Welfare					1,467,350	2,874,960			187,350	2,138,743	1,700			
Recreation & Culture														
Capital Outlay														
300,000	25,000	30,000	30,000	1,467,350	2,874,960	1,700	1,700	40,000	255,000	20,000	2,000	20,000	25,000	20,000
Other Financing Sources (Uses)														
Operating Transfers In - County Appropriation														
Other														
Operating Transfers Out - Other														
3,334	3,334	3,334	3,334	3,334	3,334	3,334	3,334	3,334	3,334	3,334	3,334	3,334	3,334	3,334
Excess of Budgeted Revenues and Other Sources Over (Under) Budgeted Expenditures & Other Uses														
Fund Balance at Beginning of Year														
(1,607)	142,013	3,624	3,624	249,355	1,933,979	112	4,722	130	9,444	3,247	827	(20,159)	-	-
Estimated Fund Balance at End of Year														
\$ 1,727	142,013	3,624	3,624	249,355	2,746,979	112	4,722	130	9,444	-	827	-	-	-

ST. CLAIR COUNTY
DEBT SERVICE FUNDS
BUDGETS
1998 AS AMENDED

EXHIBIT C

	1980	1996
Building HVAC Renovation	Building Authority	Building Authority
Interest	200	0
Miscellaneous	0	0
	200	0
	0	0

EXPENDITURES	1980	1996
Debt Service - Principal	325000	0
- Interest	30632	622250
- Fees	1000	1000
	356632	623250
	100000	100000

OTHER FINANCING SOURCES	1980	1996
Operating Transfer In - Other	356062	622600
	100000	100000

Excess of budgeted revenues and other sources over (under) budgeted expenditures	-100	-370	-650	0
--	------	------	------	---

Fund Balance at the Beginning of Year	8516	4291	3827	0
---------------------------------------	------	------	------	---

Estimated Fund Balance at the End of Year	8416	3921	3177	0
---	------	------	------	---

debtser2.xls

RESOLUTION 98-63

APPROPRIATING COUNTY LIBRARY SYSTEM OPERATING MILLAGE FUNDS
FOR 1999

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 1999 is as follows:

<u>REVENUE</u>			
404	Current Property Taxes	1,946,000	
541	Single Business Tax	39,050	
665	Interest	<u>52,700</u>	
	TOTAL REVENUE		2,037,750
			=====
<u>EXPENDITURES</u>			
704	Salaries & Wages, Perm.	479,420	
705	Salaries & Wages, Temp.	273,530	
709	Longevity	12,400	
714	Employer's Medicare	10,920	
715	Employer's Social Security	46,680	
716	Hospital Insurance	56,580	
717	Life Insurance	1,660	
718	Retirement Contribution	61,960	
719	Dental Insurance	7,960	
721	Disability Insurance	80	
722	Unemployment Ins.	80	
723	Worker's Compensation	<u>15,060</u>	966,330
727	Office Supplies	36,800	
732	Operating Supplies	<u>6,050</u>	42,850
801	Professional/Contractual	19,085	
850	Communications	10,000	
860	Travel-Mileage	1,450	
861	Travel-Other	1,350	
900	Printing	30,000	
926	Tax Tribunal Refunds	17,500	
930	Repairs & Services	10,000	
940	Equipment Rental	10,200	
953	Cost Allocation	57,787	
955	Miscellaneous	10,000	
958	Education & Training	<u>9,500</u>	176,872
988.001	Other Equip.-Information Resources	<u>851,698</u>	851,698
	TOTAL EXPENDITURES:		2,037,750
			=====

DATED: December 16, 1998
Reviewed and Approved by:


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

RESOLUTION 98-62

APPROPRIATING SENIOR CITIZENS MILLAGE FUNDS
FOR 1999

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

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

NOW, THEREFORE, BE IT RESOLVED:

1. That the appropriation of Senior Citizens Millage Funds for 1999 is as follows:

Catholic Social Services	51,364
Center for Human Resources	6,525
Council on Aging	1,525,718
D.A.R.E.S. - Pathway Shelter	1,578
Legal Assistance	109,162
Public Guardian	954
Public Health Department	75,252
Visiting Nurses Association	142,727
Commission on Aging	27,032
Area Agency on Aging 1-B	14,200
Tax Appeals	<u>12,000</u>

TOTAL: 1,966,512
=====

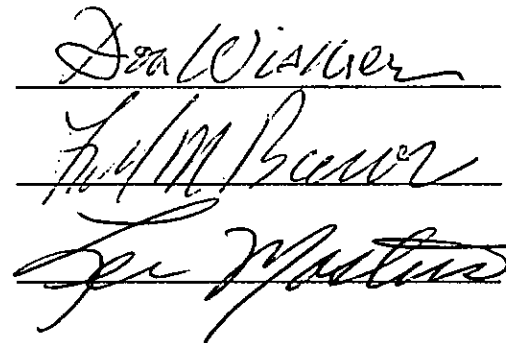
See Exhibits "A" and "A-1" attached.

DATED: December 16, 1998

Reviewed and Approved as to form:



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





COMMISSION ON AGING

County of St. Clair, Michigan

3415 28th STREET, PORT HURON, MICHIGAN 48060 (810) 987-8922

MEMORANDUM

S.C.M./98-14

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

FROM: ST. CLAIR COUNTY COMMISSION ON AGING @WA

DATE: DECEMBER 9, 1998

RE: SENIOR CITIZENS MILLAGE FUND - RECOMMENDED 1999 ALLOCATIONS

Based on review of the Agencies/Organizations' request for funds, the St. Clair County Commission on Aging, at its December 8, 1998 meeting, recommends to the St. Clair County Board of Commission approval of the 1999 Senior Citizens Millage Fund Allocations as follows:

PROJECTED AVAILABLE FUNDS AT JANUARY 1, 1999 \$ 2,565,804

RECOMMENDED ALLOCATIONS:

Catholic Social Services	\$ 51,364	
Center for Human Resources	6,525	
Council on Aging	1,525,718	
D.A.R.E.S. - Pathway Shelter	1,578	
Legal Assistance	109,162	
Public Guardian	954	
Public Health Department	75,252	
Visiting Nurses Association	142,727	
Commission on Aging	27,032	
Area Agency on Aging I-B	14,200	
Tax Appeals	<u>12,000</u>	
TOTAL	\$ 1,966,512	(1,966,512)

PROJECTED FUND BALANCE AT DECEMBER 31, 1999 \$ 599,292

RECOMMENDED ACTION: Approval of Resolution #98-??; "Appropriation of Senior Citizens Millage Funds for 1999"

SCM:Memo98.14

A Government of Service

SENIOR CITIZENS MILLAGE FUND

1999 ALLOCATIONS

CATHOLIC SOCIAL SERVICES Counseling		51,364
CENTER FOR HUMAN RESOURCES Crisis Line		6,525
COUNCIL ON AGING		1,525,718
Chore Services	88,020	
Foster Grandparents	25,026	
Homemaker Services	316,544	
Home Repair Services	120,040	
Outreach Services	201,476	
Programs	276,059	
Transportation	149,299	
Adult Day Care	57,257	
Group Meals	69,343	
Home Delivered Meals	117,411	
Home Delivered Meals - Weekend	105,243	
D.A.R.E.S.-PATHWAY SHELTER HOME Emergency Shelter		1,578
LEGAL ASSISTANCE Legal Services		109,162
PUBLIC GUARDIAN Guardianship		954
PUBLIC HEALTH DEPARTMENT Personal Care		75,252
VISITING NURSE ASSOCIATION		142,727
Respite Care Services	45,570	
Personal Care Services	56,707	
Adult Day Care - Dietary Supplement	1,000	
Enhancement - Equipment	39,450	
COMMISSION ON AGING Administration/Planning		27,032
AREA AGENCY ON AGING IB County Assessment - Match		14,200
TAX APPEALS - Set Aside		12,000
TOTALS		1,966,512

ST. CLAIR COUNTY
COMMISSION ON AGING

MINUTES OF THE DECEMBER 8, 1998 MEETING

- I. Meeting was called to order by Chairperson A. Jones at 7:00 P.M.
- II. MEMBERS PRESENT: A. Jones M. Good D. Pellerito
 A. Pizzo J. Baird
 M. Dunn M. McCarthy

MEMBERS EXCUSED:

MEMBERS ABSENT: B. Prevost K. Delia

SEAT(S) UNFILLED: None

STAFF: D. Hill

OTHERS: Per Attached Sign-In Sheet

A QUORUM WAS PRESENT.

- III. There were no Citizens wishing to address the Commission.
- IV. Motion; A. Pizzo/M. Dunn; to approve the minutes of the November 24, 1998 meeting as submitted. Motion carried.
- V. Old Business - Final Review of 1999 "Request For Funds"

The Commission Members had an opportunity for a final review of each organization's 1999 "Requests For Funds" and to pose additional clarifying questions. The Commission reviewed and acted upon each "Request" separately.

Catholic Social Services

Motion; M. Good/J. Baird; to approve the 1999 Allocation of \$51,364. Motion carried.

Council On Aging

Motion; D. Pellerito/A. Pizzo; to approve the 1999 Allocation of \$1,525,718.
Motion carried.

Legal Assistance

Motion; M. McCarthy/M. Good; to approve the 1999 Allocation of \$109,162.

Motion carried.

Visiting Nurse Association

Motion; A. Pizzo/M. Dunn; to approve the 1999 Allocation of \$142,727.

Motion carried.

Area Agency On Aging IB

Motion; J. Baird/A. Pizzo; to approve the 1999 Allocation of \$14,200. Motion carried.

St. Clair County Public Guardian

Motion; D. Pellerito/J. Baird; to approve the 1999 Allocation of \$954. Motion carried.

Center For Human Resources

Motion; M. Good/M. McCarthy; to approve the 1999 Allocation of \$6,525. Motion carried.

D.A.R.E.S. - Pathway Shelter

Motion; M. Dunn/D. Pellerito; to approve the 1999 Allocation of \$1,578. Motion carried.

St. Clair County Health Department

Motion; M. McCarthy/M. Good; to approve the 1999 Allocation of \$75,252.

Motion carried.

Commission On Aging

Motion; J. Baird/D. Pellerito; to approve the 1999 Allocation of \$27,032. Motion carried.

St. Clair County Library

The St. Clair County Library withdrew the request.

Tax Appeals - Set Aside

The Commission budgeted \$12,000 for potential tax appeals.

Motion: M. Good/D. Pellerito; to recommend to the St. Clair County Board of Commission the approval of the appropriation of the 1999 Senior Citizens Millage Fund, totaling \$1,966,512 as outlined in EXHIBIT "A-1". Motion carried; seven (7) yes; zero (0) no.

VII. Set the next meeting for Tuesday, April 13, 1999 at 7:00 P.M. at the St. Clair County Health Department.

VIII. There being no further business; Motion; A. Pizzo/M. Dunn; to adjourn the meeting at 7:40 P.M. Motion Carried.

Respectfully Submitted;



David W. Hill;
Staff Support to the Commission On Aging

SCM #2:MinSCM12.98

ST. CLAIR COUNTY COMMISSION ON AGING

ATTENDANCE/VOTING RECORDS

Commission Members	Attendance	to recommend to Board of Commission approval of '99 Allocation as detailed in Exhibit A-1						
1. Karen Delia	A	_____						
2. Madelynn McCarthy	P	Y						
3. Martin L. Good	P	Y						
4. Al Jones	P	N						
5. Betty Prevost	A	_____						
6. Diann Pellerito	P	Y						
7. Anthony Pizzo	P	N						
8. Marilyn Dunn	P	N						
9. Jeannette Baird	P	Y						
TOTAL								

Date: 12-8-98

Attendance

- Symbols: P = Present
A = Absent
E = Excused

- Y = Yes Vote
N = Not Vote
P = Pass
AB = Abstain from Vote

SIGN IN SHEET

COMMISSION ON AGING MEETING

Dec. 8, 1998
DATE

NAME

REPRESENTING

Mrs. Arriaga

Liquor Aid

Karen Van Ness

SCCHA

Cal Fuller

DARES

Carole Wortman

DARES

Laura Newsome

Co A

Caileen Siekierka

Co A

Tim Liberty

VNA

Wm Smiley

COA



COMMISSION ON AGING

County of St. Clair, Michigan

3415 28th STREET, PORT HURON, MICHIGAN 48060 (810) 987-8922

MEMORANDUM

S.C.M./98-13

TO: Donald E. Dodge,
Administrator Controller

FROM: David W. Hill, *DWH*
Commission on Aging, Staff Support

DATE: December 9, 1998

FROM: SENIOR CITIZENS MILLAGE FUND - RECOMMENDED 1999 ALLOCATIONS

The Commission on Aging has completed its deliberations and prepared a recommendation for the allocation of the 1999 Senior Citizens Millage Fund.

We prepared the necessary authorizing resolution and two (2) items which should be considered exhibits attached to the resolution. Also, included are the minutes of the Commission on Aging's meetings of November 24 and December 8, 1998 in which action was taken to approve and forward these recommendations.

- ATTACHMENTS:
1. RESOLUTION #98-??:
APPROPRIATION OF SENIOR CITIZENS MILLAGE FUNDS FOR 1999
 2. MEMO: SCM/98-13 (December 9, 1998)
SENIOR CITIZENS MILLAGES FUND - RECOMMENDED 1999 ALLOCATIONS [Exhibit "A"]
 3. 1999 ALLOCATIONS [Exhibit "A-1"]
 4. Minutes of the Commission on Aging November 24 and December 8, 1998 meetings.

ACTION REQUESTED OF THE COUNTY BOARD OF COMMISSION

The Commission on Aging requests that the County Board of Commission concur with its recommendations by adopting RESOLUTION #98-??: APPROPRIATION OF SENIOR CITIZENS MILLAGE FUNDS FOR 1999.

A Government of Service



RESOLUTION 98-61

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.

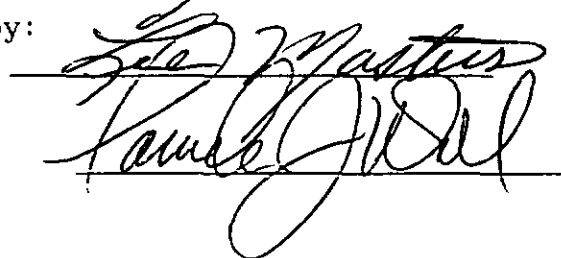
DATED: December 2, 1998


Pat J. J. J. J.

Reviewed and Approved as to form by:



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


Fred Fuller

RESOLUTION 98-60

ADOPTING 1999 GENERAL FUND BUDGET

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

WHEREAS, the St. Clair County Board of Commissioners has determined the General Fund Budget for the County of St. Clair for the year 1999; 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 General Fund Budget for the County of St. Clair for fiscal year 1999 is attached hereto, marked as Exhibit "A".



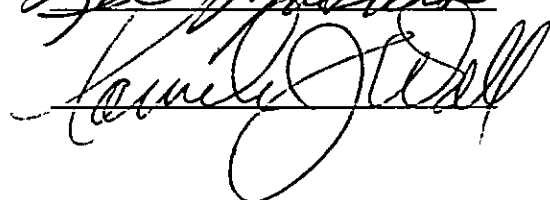
2) That said Budget conforms to the requirements of MSA 5.3228 (36) in every respect, setting forth amount appropriated, statements of estimated revenues, by source, in each fund, and is consistent with uniform charts of accounts prescribed by the State Treasurer.

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

DATED: December 2, 1998

Reviewed and Approved as to form by:


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

County of St. Clair, Michigan

**1999 GENERAL FUND
BUDGETED CHANGES IN AVAILABLE FUND BALANCE**

Estimated Available Fund Balance at December 31, 1998	\$ 5,185,471
Add: 1999 Budgeted Revenue	40,859,152
Less: 1999 Budgeted Expenditures	<u>40,859,152</u>
Estimated Available Fund Balance at December 31, 1999	<u>\$ 5,185,471</u>

County of St. Clair, Michigan

1999 GENERAL FUND
REVENUE BUDGET SUMMARY BY CONTROL CATEGORY

<u>Control Category</u>	
Judicial (130):	4,309,666
General Government (170):	34,021,370
Public Safety (300):	1,966,116
Health and Welfare (600):	62,000
Transfers In - Other (931)	<u>500,000</u>
TOTAL REVENUES SUMMARY	<u><u>40,859,152</u></u>

County of St. Clair, Michigan

**1999 GENERAL FUND
REVENUE BUDGET SUMMARY - BY DEPARTMENT TOTALS**

Judicial (130):

131	Circuit Court	131,000
136	District Court	2,285,900
141	Friend of Court	1,504,166
148	Probate Court - Adult	176,000
149	Probate Court - Juvenile	212,600
		<u>4,309,666</u>

General Government (170):

191	Elections	2,300
219	Clerk - Register	1,753,250
229	Prosecuting Attorney	300,067
253	Treasurer	31,820,811
257	Cooperative extension	55,242
275	Drain Commissioner	89,700
		<u>34,021,370</u>

Public Safety (300):

301	Sheriff and Patrol	846,400
331	Marine Safety	136,016
351	Jail	740,000
426	Emergency Services	30,500
430	Animal Shelter	213,200
		<u>1,966,116</u>

Health and Welfare (600):

685	Public Guardian	<u>62,000</u>
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Transfers In - Other (931)

931	Transfers in	<u>500,000</u>
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40,859,152

County of St. Clair, Michigan

**1999 GENERAL FUND
REVENUE BUDGET COMPARISONS SUMMARY**

TOTALS		1997 <u>Actual</u>	1998 <u>Estimated</u>	1998 <u>Budget</u>	1999 <u>Budget</u>
401	Taxes	19,423,434	20,317,021	19,934,535	21,048,629
450	Licenses and permits	211,822	212,153	212,000	214,000
539	State grants	6,273,034	5,334,085	5,571,051	5,423,542
600	Charges for services	3,810,490	3,798,128	3,709,831	4,316,912
655	Fines and forfeits	573,312	583,000	633,000	597,000
664	Interest and rent	1,867,460	2,123,276	1,799,148	2,444,524
671	Other revenues and reimbursements	1,806,701	2,047,775	2,091,096	2,105,446
695	Other financing sources	800,708	670,263	670,263	696,567
692	Cost allocation	-	3,838,601	3,838,601	4,012,532
		<u>34,766,961</u>	<u>38,924,302</u>	<u>38,459,525</u>	<u>40,859,152</u>

Note: 1998 Budget amounts represent the original budget and do not include amendments which may have been at the end of 1998

County of St. Clair, Michigan

1999 GENERAL FUND
EXPENDITURE BUDGET SUMMARY BY CONTROL CATEGORY

<u>Control Category</u>	
Legislative (100):	505,682
Judicial (130):	8,909,782
General Government (170):	8,918,482
Public Safety (300):	10,452,256
Public Works (440):	100,000
Health and Welfare (600):	525,018
Other functions control (850):	1,394,036
Debt Service (905)	187,983
Transfers Out - Appropriation (966)	<u>9,865,913</u>
TOTAL EXPENDITURES SUMMARY	<u><u>40,859,152</u></u>

County of St. Clair, Michigan

**1999 GENERAL FUND
EXPENDITURE BUDGET SUMMARY**

Legislative (100):

101-101	Board of Commissioners	170,080
101-103	Other Legislative Activities	335,602
		<u>505,682</u>

Judicial (130):

101-131	Circuit Court	2,148,599
101-136	District Court	2,314,345
101-141	Friend of Court	1,801,185
101-148	Probate Court - Adult	744,662
101-149	Probate Court - Juvenile	1,793,726
101-151	Probation - Adult	107,265
		<u>8,909,782</u>

General Government (170):

101-191	Elections	196,015
101-219	Clerk - Register	866,323
101-223	Administrator/Controller	588,638
101-225	Equalization	440,786
101-226	Personnel	214,776
101-229	Prosecuting Attorney	2,127,421
101-234	Stores - Central Supply	75,000
101-243	Lands and Graphics	200,871
101-248	Boundary Commission	200
101-249	Plat Board	300
101-253	Treasurer	437,661
101-257	Cooperative Extension	387,723
101-261	Building Authority	1,110,608
101-265	Building and Grounds	1,968,567
101-275	Drain Commissioner	291,913
101-291	County Agricultural Society	5,000
101-296	County Motor Pool	6,680
		<u>8,918,482</u>

County of St. Clair, Michigan

**1999 GENERAL FUND
EXPENDITURE BUDGET SUMMARY**

Public Safety (300):

101-301	Sheriff and Patrol	5,204,989
101-331	Marine Safety	252,458
101-332	Dive Team	5,500
101-351	Jail	4,533,661
101-426	Emergency Services	161,297
101-428	Livestock Claims	500
101-430	Animal Shelter	293,851
		<u>10,452,256</u>

Public Works (440):

101-445	Drains - Public Benefit	<u>100,000</u>
---------	-------------------------	----------------

Health and Welfare (600):

101-651	Ambulance - E.M.S.	180,563
101-681	Veterans Burial	23,000
101-682	Veterans Counselor	111,215
101-685	Public Guardian	210,240
		<u>525,018</u>

Other functions control (850):

101-865	Insurance	985,000
101-890	Contingencies	409,036
		<u>1,394,036</u>

Debt Service (906)

101-906	Debt service	<u>187,983</u>
---------	--------------	----------------

Total General Fund Expenditures 30,993,239

County of St. Clair, Michigan

**1999 GENERAL FUND
EXPENDITURE BUDGET SUMMARY**

Transfers Out - Appropriation (966)

999-001	Law Library	9,500
999-002	Soldiers Relief	1,500
999-003	County Road	830,788
999-005	Health Department	2,402,392
999-006	Mental Health	955,672
999-007	Child Care - Probate	1,748,576
999-008	Child Care-Welfare	370,000
999-009	Social Services	218,750
999-010	County Library	975,001
999-011	County Airport	155,256
999-012	Public Improvement	300,000
999-013	County Planning	391,728
999-014	Office Automation	600,000
999-016	Radio Communications	-
999-017	Secondary Road Patrol	-
999-018	Insurance Claims	30,000
999-019	Household Hazardous Waste	-
999-020	Parks and Recreation Millage	-
999-021	Community Development Block Grant	10,000
999-022	Local Law Enforcement Grant	4,415
999-023	Data Processing	332,335
999-024	Community Corrections	30,000
999-028	Building Authority Construction	-
999-029	Building Renovation Fund	500,000
		<u>9,865,913</u>
	Total General Fund Expenditures and Transfers Out	<u><u>40,859,152</u></u>

County of St. Clair, Michigan

**1999 GENERAL FUND
EXPENDITURE BUDGET COMPARISONS SUMMARY**

<u>Control Category</u>	<u>1997 Actual</u>	<u>1998 Estimated</u>	<u>1998 Budget</u>	<u>1999 Budget</u>
Legislative (100):	441,252	464,511	476,243	505,682
Judicial (130):	7,314,115	8,827,378	8,356,256	8,909,782
General Government (170):	6,098,131	8,533,375	7,408,554	8,918,482
Public Safety (300):	8,925,100	10,222,163	9,548,512	10,452,256
Public Works (440):	123,228	90,000	80,000	100,000
Health and Welfare (600):	466,878	500,386	521,588	525,018
Parks and Recreation (750)	-	-	-	-
Other functions control (850):	967,591	1,000,000	700,807	1,394,036
Debt Service (905)	-	86,000	89,000	187,983
Transfers Out - Appropriation (966)	10,042,126	10,572,745	8,358,708	9,865,913
TOTAL EXPENDITURES SUMMARY	<u>34,378,421</u>	<u>40,296,558</u>	<u>35,539,668</u>	<u>40,859,152</u>

Note: 1998 Budget amounts represent the original budget and do not include amendments which may have been at the end of 1998.

RESOLUTION 98-57

ESTABLISHING COMPENSATION TO BE PAID TO
MEMBERS OF THE FAMILY INDEPENDENCE AGENCY

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

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

NOW, THEREFORE, BE IT RESOLVED:

1) That the following schedule may be, and the same is hereby adopted, reflecting compensation for Members of the Family Independence Agency for 1999 and 2000:

EFFECTIVE JANUARY 1, 1999

- | | |
|--|---------|
| A. Member, Family Independence Agency | \$2,775 |
| B. Chairperson, Family Independence Agency | \$4,096 |

2) EFFECTIVE JANUARY 1, 2000

A. The Compensation Rate shall be provided consistent and in conformity of general across the Board adjustments provided classifications subject to the Wage-Grade Plan.

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

4) Members of the Family Independence Agency shall only be eligible for specified benefits as authorized by official action of the County Board of Commissioners.



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

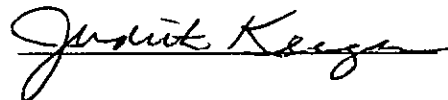
DATED: November 11, 1998

Reviewed and Approved ^{as drafted} by:



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



RESOLUTION 98-56

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

1) That the following schedule may be, and the same is hereby adopted, reflecting the compensation for the officials named herein, for the year 1999 and 2000:

EFFECTIVE JANUARY 1, 1999

A. Member, Road Commission	\$4,625
B. Chairperson, Road Commission	6,080

2) EFFECTIVE JANUARY 1, 2000

A. The Compensation rate shall be provided consistent and in conformity of general across the board adjustments provided classifications subject to the Wage-Grade Plan.

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

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

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

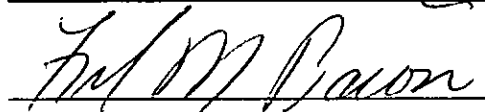
DATED: November 11, 1998

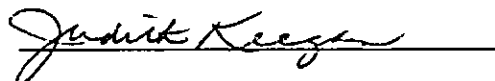
Reviewed and Approved ^{as to form} by:



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







RESOLUTION 98-55

ESTABLISHING COMPENSATION FOR
ST. CLAIR COUNTY BOARD OF COMMISSIONERS

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

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

NOW, THEREFORE, BE IT RESOLVED:

1. That the following schedule is hereby adopted reflecting the compensation to be paid to the Commissioners, effective for the year 1999 and 2000:

EFFECTIVE JANUARY 1, 1999

- | | |
|---|---|
| A. Chairperson
Board of
Commissioners | \$12,952 plus \$40.00 for Board
of Commissioner meeting chaired,
and \$30.00 per authorized
meeting attended. |
| B. Vice-Chairperson,
Board of
Commissioners | \$9,285 plus \$30.00 per
authorized meeting attended by
the Vice-Chairperson, and \$40.00
per Board of Commissioner
meeting chaired by the
Vice-Chair, and \$35.00 per
Committee meeting chaired by the
Vice-Chairperson |
| C. Member, Board of
Commissioners | \$8,555 plus \$30.00 per
authorized meeting attended by a
Commission Member and \$35.00
per Committee Meeting chaired
by a Committee Member |

2) EFFECTIVE JANUARY 1, 2000

A. The Compensation Rate shall be provided consistent and in conformity of General across the Board adjustments provided classifications subject to the Wage-Grade Plan.

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

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

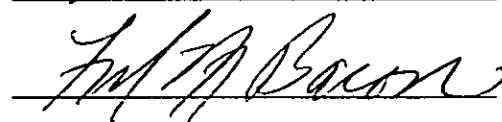
DATED: November 11, 1998

Reviewed and Approved ^{on 2 form} by:



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







RESOLUTION 98-54

ESTABLISHING SALARIES OF SPECIFIC CLASSIFICATIONS
SUBJECT TO THE WAGE GRADE PLAN FOR 1999

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 (1999) effective January 1, 1999.

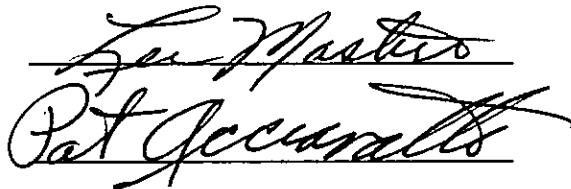
3) All resolutions and parts of resolutions in conflict with this resolution, are to the extent of the conflict, hereby rescinded.

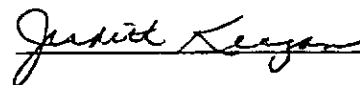
DATED: November 11, 1998

Reviewed and Approved ^{as drafted} by:



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





1999
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 - Law Clerk/Bailiff (Bar Not Passed)
126 - Law Clerk/Bailiff (Bar Passed)
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

COMMUNICATIONS

169 - Director of Communications/
Service Bureau Manager

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.
136 - Chief Deputy Clerk

DRAIN COMMISSION

501 - Deputy Drain Commissioner
601 - Drain Commissioner

EMERGENCY SERVICES

074 - Emergency Management Tech.
084 - Program Specialist
136 - Coordinator

EQUALIZATION

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

FRIEND OF COURT

107 - Court Investigator
122 - Accountant
133 - Systems Coordinator

LANDS & GRAPHICS

101 - Office Coordinator
107 - Property Survey Supervisor

LIBRARY

123 - Community Relations Coordinator
133 - Computer Systems Coordinator

136 - Librarian III
154 - Human Resources Coordinator

MENTAL HEALTH

094 - Reimbursement Manager
099 - Administrative Secretary
125 - Accountant/Auditor
139 - Fiscal Analyst
192 - Associate 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
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

088 - Secretary
093 - Office Coordinator
114 - Health Educator
131 - VIC Program Director
134 - Microbiologist
134 - Director of Health Education
& Planning
137 - Quality Assurance Coordinator
139 - Administrative Services Coordinator
147 - PHN II/Clinic Coordinator
149 - Information Systems/Financial Manager
157 - Substance Abuse Coordinator
162 - Environmental Health Director
181 - Nursing Director

SHERIFF

505 - Undersheriff

SHERIFF - JAIL

094 - Food Services Supervisor
604 - Sheriff

SURVEYOR

600 - Surveyor

TREASURER

504 - Deputy Treasurer
602 - Treasurer

VETERAN'S AFFAIRS

102 - Veterans Counselor

1999
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 - Health Department
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
101	Office Coordinator - Lands & Graphics
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
112	Animal Control Officer
112	Law Clerk/Bailiff (Bar Not Passed) - Circuit Court
112	Computer Programmer
114	Health Educator - 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
126	Law Clerk/Bailiff (Bar Passed) - Circuit Court
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
134	Microbiologist - Public Health
136	Chief Deputy Clerk - District Court
136	Emergency Preparedness Coordinator
136	Librarian III
137	Quality Assurance Coordinator - Public Health
139	Administrative Services Coordinator - Public Health
139	Fiscal Analyst - Mental Health
139	Superintendent - Building Operations & Maintenance
141	Computer Services Director
147	PHN II/Clinic Coordinator
149	Chief Probation Officer
149	Information Systems/Financial Manager - Public Health
154	Coordinator - Human Resources
157	Substance Abuse Coordinator - Public Health
160	Computer Services Director (Experienced)
162	Environmental Health Director
169	Director of Communications/Service Bureau Manager
169	Labor Relations Coordinator - Personnel
170	Parks & Recreation Director
176	Deputy Administrator/Controller
176	Director - Personnel
176	Director (Level III) - Equalization
181	Nursing Director - Public Health
183	Planning Director
186	Director (Level IV) - Equalization
192	Associate Director - Mental Health
205	Probate Court Administrator
238	Circuit Court Administrator + \$6,000. Grant Pay

APPOINTED DEPUTIES

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

ELECTED OFFICIALS

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

STEP	# 1	# 2	# 3	# 4	# 5	# 6	# 7
GRADE							
070	20,078	20,476	20,886	21,721	22,589	23,491	24,431
071	20,298	20,703	21,115	21,960	22,837	23,750	24,700
072	20,517	20,927	21,346	22,198	23,085	24,009	24,970
073	20,738	21,152	21,575	22,437	23,335	24,266	25,239
074	20,960	21,377	21,805	22,676	23,581	24,524	25,506
075	21,181	21,603	22,034	22,915	23,832	24,785	25,776
076	21,401	21,827	22,264	23,155	24,079	25,042	26,044
077	21,622	22,053	22,493	23,394	24,329	25,301	26,313
078	21,843	22,278	22,724	23,631	24,577	25,558	26,581
079	22,063	22,503	22,953	23,870	24,824	25,816	26,849
080	22,282	22,728	23,181	24,109	25,073	26,074	27,117
081	22,503	22,953	23,410	24,346	25,319	26,332	27,386
082	22,725	23,178	23,641	24,586	25,569	26,591	27,653
083	22,946	23,403	23,870	24,824	25,816	26,848	27,921
084	23,166	23,628	24,102	25,064	26,066	27,108	28,194
085	23,387	23,854	24,330	25,302	26,314	27,366	28,462
086	23,608	24,078	24,559	25,541	26,564	27,625	28,732
087	23,828	24,304	24,791	25,783	26,811	27,884	28,999
088	24,048	24,529	25,019	26,019	27,059	28,140	29,266
089	24,268	24,755	25,249	26,258	27,307	28,400	29,536
090	24,490	24,978	25,476	26,494	27,555	28,656	29,803
091	24,711	25,204	25,707	26,735	27,803	28,914	30,070
092	24,931	25,428	25,936	26,973	28,050	29,173	30,338
093	25,152	25,654	26,166	27,213	28,300	29,432	30,610
094	25,373	25,879	26,396	27,452	28,549	29,689	30,878
095	25,593	26,104	26,625	27,690	28,796	29,948	31,146
096	25,813	26,329	26,854	27,929	29,045	30,206	31,415
097	26,033	26,554	27,084	28,167	29,292	30,464	31,684
098	26,255	26,780	27,315	28,406	29,543	30,723	31,952
099	26,476	27,006	27,544	28,646	29,791	30,982	32,221
100	26,696	27,229	27,773	28,882	30,038	31,238	32,487
101	26,918	27,454	28,002	29,123	30,287	31,496	32,757
102	27,138	27,680	28,232	29,362	30,537	31,757	33,028
103	27,358	27,905	28,462	29,599	30,784	32,014	33,295
104	27,578	28,129	28,692	29,839	31,031	32,272	33,564
105	27,798	28,355	28,920	30,078	31,279	32,530	33,831
106	28,019	28,579	29,151	30,316	31,528	32,789	34,099
107	28,241	28,804	29,380	30,554	31,777	33,046	34,368
108	28,461	29,029	29,610	30,793	32,024	33,305	34,636
109	28,683	29,255	29,840	31,032	32,273	33,565	34,907
110	28,903	29,478	30,067	31,271	32,522	33,821	35,175
111	29,123	29,705	30,297	31,511	32,770	34,080	35,443
112	29,343	29,929	30,528	31,748	33,019	34,339	35,712
113	29,563	30,154	30,758	31,987	33,265	34,596	35,980
114	29,784	30,379	31,000	32,226	33,515	34,853	36,249
115	30,006	30,603	31,217	32,465	33,762	35,112	36,517
116	30,226	30,830	31,445	32,703	34,011	35,371	36,784
117	30,448	31,054	31,675	32,941	34,258	35,628	37,054
118	30,668	31,279	31,905	33,179	34,507	35,886	37,321
119	30,888	31,505	32,135	33,419	34,756	36,146	37,592
120	31,108	31,730	32,362	33,657	35,003	36,401	37,858

STEP	# 1	# 2	# 3	# 4	# 5	# 6	# 7
GRADE							
121	31,328	31,954	32,593	33,897	35,251	36,660	38,127
122	31,550	32,180	32,822	34,134	35,499	36,919	38,395
123	31,771	32,401	33,051	34,374	35,749	37,177	38,664
124	31,991	32,630	33,282	34,613	35,996	37,435	38,932
125	32,213	32,855	33,510	34,850	36,244	37,694	39,202
126	32,433	33,080	33,741	35,090	36,492	37,953	39,470
127	32,653	33,305	33,971	35,330	36,742	38,211	39,741
128	32,873	33,530	34,201	35,569	36,990	38,468	40,008
129	33,093	33,756	34,430	35,806	37,237	38,728	40,275
130	33,315	33,981	34,659	36,044	37,485	38,985	40,544
131	33,536	34,205	34,888	36,283	37,734	39,243	40,811
132	33,756	34,430	35,118	36,522	37,982	39,501	41,082
133	33,978	34,656	35,348	36,761	38,231	39,760	41,351
134	34,198	34,881	35,578	36,999	38,480	40,017	41,619
135	34,418	35,105	35,806	37,237	38,728	40,275	41,888
136	34,638	35,331	36,037	37,478	38,977	40,537	42,158
137	34,858	35,555	36,266	37,716	39,225	40,793	42,425
138	35,080	35,781	36,495	37,956	39,472	41,051	42,692
139	35,301	36,007	36,727	38,195	39,722	41,311	42,961
140	35,521	36,231	36,954	38,430	39,968	41,566	43,230
141	35,743	36,455	37,184	38,670	40,218	41,824	43,498
142	35,963	36,682	37,414	38,909	40,464	42,082	43,765
143	36,184	36,905	37,644	39,149	40,714	42,343	44,035
144	36,402	37,131	37,873	39,386	40,962	42,600	44,304
145	36,622	37,355	38,103	39,628	41,211	42,858	44,573
146	36,844	37,580	38,332	39,865	41,459	43,118	44,842
147	37,064	37,806	38,562	40,103	41,707	43,374	45,109
148	37,285	38,031	38,792	40,343	41,955	43,633	45,381
149	37,506	38,255	39,022	40,582	42,204	43,892	45,648
150	37,727	38,481	39,249	40,820	42,451	44,150	45,916
151	37,948	38,706	39,479	41,057	42,699	44,407	46,182
152	38,167	38,931	39,709	41,297	42,949	44,666	46,451
153	38,387	39,156	39,939	41,536	43,198	44,926	46,722
154	38,609	39,381	40,170	41,775	43,446	45,181	46,988
155	38,829	39,605	39,267	42,014	43,694	45,440	47,259
156	39,050	39,833	40,628	42,253	43,942	45,699	47,526
157	39,271	40,056	40,858	42,490	44,191	45,959	47,797
158	39,492	40,281	41,088	42,730	44,438	46,216	48,065
159	39,713	40,506	41,317	42,968	44,686	46,475	48,333
160	39,932	40,731	41,545	43,207	44,934	46,731	48,599
161	40,152	40,957	41,774	43,445	45,180	46,987	48,867
162	40,374	41,181	42,002	43,682	45,431	47,247	49,137
163	40,594	41,406	42,233	43,923	45,678	47,505	49,405
164	40,816	41,631	42,463	44,161	45,927	47,764	49,675
165	41,036	41,857	42,692	44,401	46,175	48,022	49,942
166	41,257	42,081	42,921	44,638	46,424	48,282	50,213
167	41,478	42,307	43,153	44,878	46,671	48,539	50,479
168	41,697	42,531	43,382	45,116	46,921	48,796	50,748
169	41,917	42,757	43,612	45,354	47,167	49,054	51,015
170	42,139	42,981	43,840	45,592	47,415	49,312	51,284
171	42,359	43,207	44,070	45,833	47,666	49,572	51,555

STEP	# 1	# 2	# 3	# 4	# 5	# 6	# 7
GRADE							
172	42,581	43,431	44,298	46,071	47,913	49,829	51,822
173	42,801	43,658	44,530	46,310	48,162	50,088	52,092
174	43,022	43,882	44,759	46,549	48,410	50,345	52,360
175	43,243	44,108	44,988	46,787	48,659	50,604	52,629
176	43,462	44,332	45,218	47,026	48,907	50,863	52,897
177	43,682	44,557	45,446	47,264	49,155	51,121	53,165
178	43,904	44,783	45,677	47,504	49,404	51,379	53,432
179	44,124	45,008	45,907	47,742	49,653	51,638	53,704
180	44,345	45,230	46,135	47,981	49,899	51,896	53,971
181	44,566	45,457	46,365	48,218	50,147	52,152	54,238
182	44,787	45,682	46,595	48,459	50,396	52,411	54,507
183	45,008	45,907	46,825	48,698	50,644	52,670	54,776
184	45,227	46,132	47,055	48,935	50,894	52,929	55,046
185	45,447	46,357	47,284	49,175	51,140	53,187	55,313
186	45,669	46,581	47,514	49,413	51,389	53,444	55,581
187	45,889	46,808	47,742	49,653	51,638	53,703	55,851
188	46,110	47,032	47,974	49,891	51,888	53,961	56,120
189	46,331	47,258	48,203	50,131	52,136	54,220	56,389
190	46,552	47,481	48,430	50,369	52,381	54,477	56,655
191	46,773	47,708	48,661	50,606	52,631	54,735	56,925
192	46,992	47,933	48,889	50,846	52,879	54,994	57,193
193	47,213	48,158	49,120	51,085	53,127	55,253	57,462
194	47,434	48,382	49,350	51,322	53,375	55,511	57,732
195	47,654	48,608	49,580	51,562	53,624	55,767	57,999
196	47,875	48,833	49,809	51,801	53,872	56,027	58,269
197	48,096	49,058	50,039	52,040	54,121	56,286	58,537
198	48,317	49,283	50,269	52,279	54,369	56,545	58,805
199	48,538	49,508	50,499	52,517	54,618	56,801	59,073
200	48,757	49,732	50,727	52,756	54,866	57,060	59,341
201	48,978	49,957	50,957	52,994	55,112	57,318	59,609
202	49,199	50,183	51,185	53,233	55,361	57,576	59,883
203	49,419	50,410	51,418	53,473	55,613	57,838	60,150
204	49,640	50,634	51,647	53,713	55,860	58,096	60,420
205	49,861	50,858	51,874	53,950	56,109	58,353	60,686
206	50,083	51,084	52,105	54,188	56,356	58,611	60,955
207	50,303	51,308	52,333	54,429	56,605	58,869	61,223
208	50,522	51,533	52,564	54,666	56,854	59,128	61,493
209	50,743	51,759	52,795	54,906	57,102	59,385	61,762
210	50,964	51,984	53,024	55,145	57,351	59,646	62,032
211	51,184	52,208	53,253	55,384	57,600	59,903	62,298
212	51,405	52,435	53,483	55,623	57,846	60,161	62,568
213	51,626	52,660	53,712	55,859	58,095	60,419	62,835
214	51,848	52,884	53,942	56,099	58,341	60,677	63,103
215	52,068	53,109	54,171	56,338	58,591	60,934	63,371
216	52,287	53,333	54,400	56,575	58,839	61,193	63,638
217	52,508	53,557	54,629	56,815	59,088	61,452	63,910
218	52,729	53,784	54,860	57,056	59,337	61,711	64,179
219	52,949	54,008	55,090	57,354	59,586	61,970	64,449
220	53,170	54,234	55,318	57,532	59,833	62,227	64,715
221	53,390	54,458	55,549	57,771	60,082	62,485	64,984
222	53,613	54,685	55,778	58,010	60,330	62,743	65,254

STEP	# 1	# 2	# 3	# 4	# 5	# 6	# 7
GRADE							
223	53,833	54,910	56,008	58,247	60,576	63,001	65,520
224	54,052	55,135	56,239	58,488	60,827	63,260	65,789
225	54,273	55,358	56,467	58,724	61,074	63,516	66,058
226	54,494	55,584	56,696	58,963	61,323	63,776	66,327
227	54,715	55,809	56,926	59,203	61,572	64,035	66,596
228	54,935	56,034	57,156	59,441	61,820	64,294	66,864
229	55,155	56,259	57,386	59,682	62,068	64,550	67,130
230	55,378	56,484	57,614	59,918	62,315	64,808	67,400
231	55,598	56,709	57,843	60,156	62,563	65,067	67,668
232	55,817	56,936	58,072	60,396	62,812	65,324	67,937
233	56,038	57,160	58,301	60,635	63,060	65,582	68,206
234	56,259	57,386	58,533	60,874	63,308	65,840	68,477
235	56,480	57,609	58,761	61,112	63,555	66,100	68,744
236	56,700	57,835	58,993	61,352	63,805	66,356	69,011
237	56,920	58,060	59,221	61,591	64,053	66,617	69,281
238	57,143	58,285	59,450	61,827	64,301	66,873	69,548
239	57,363	58,509	59,680	62,067	64,549	67,129	69,816
240	57,582	58,736	59,910	62,306	64,798	67,390	70,086
241	57,803	58,960	60,139	62,544	65,045	67,648	70,354
242	58,024	59,185	60,367	62,783	65,296	67,907	70,626
243	58,245	59,411	60,598	63,022	65,544	68,165	70,892
244	58,465	59,636	60,828	63,262	65,792	68,423	71,160
245	58,685	59,860	61,057	63,500	66,040	68,681	71,428
246	58,908	60,145	61,286	63,739	66,287	68,937	71,696
247	59,128	60,310	61,515	63,976	66,536	69,197	71,964
248	59,348	60,534	61,744	64,215	66,784	69,455	72,234
249	59,568	60,761	61,976	64,454	67,032	69,713	72,502
250	59,789	60,985	62,205	64,692	67,281	69,972	72,771
251	60,015	61,216	62,441	64,935	67,535	70,237	73,047
252	60,241	61,446	62,675	65,179	67,789	70,503	73,322
253	60,468	61,677	62,909	65,423	68,044	70,767	73,598
254	60,693	61,907	63,145	65,666	68,298	71,031	73,874
255	60,920	62,139	63,379	65,909	68,551	71,297	74,149
256	61,146	62,368	63,615	66,152	68,805	71,561	74,425
257	61,372	62,599	63,848	66,395	69,059	71,826	74,701
258	61,598	62,829	64,084	66,639	69,314	72,091	74,977
259	61,824	63,060	64,318	66,883	69,568	72,357	75,252
260	62,051	63,290	64,553	67,125	69,822	72,621	75,527
261	62,277	63,521	64,788	67,369	70,077	72,886	75,804
262	62,502	63,751	65,023	67,613	70,331	73,151	76,079
263	62,729	63,981	65,258	67,856	70,586	73,416	76,355
264	62,956	64,212	65,491	68,099	70,840	73,681	76,630
265	63,181	64,442	65,727	68,343	71,093	73,947	76,906
266	63,408	64,672	65,962	68,586	71,347	74,211	77,183
267	63,633	64,903	66,197	68,830	71,601	74,475	77,457
268	63,861	65,134	66,431	69,074	71,856	74,740	77,734
269	64,086	65,363	66,666	69,316	72,110	75,005	78,009
270	64,312	65,595	66,901	69,560	72,364	75,270	78,284
271	64,606	65,824	67,136	69,803	72,618	75,535	78,560
272	64,832	66,055	67,370	70,046	72,872	75,801	78,836
273	65,058	66,286	67,605	70,290	73,127	76,065	79,113

WAGE & GRADE
SCHEDULEADMINISTRATOR/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 - Law Clerk/Bailiff (Bar Not Passed)
126 - Law Clerk/Bailiff (Bar Passed)
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

COMMUNICATIONS

169 - Director of Communications/
Service Bureau Manager

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.
136 - Chief Deputy Clerk

DRAIN COMMISSION

501 - Deputy Drain Commissioner
601 - Drain Commissioner

EMERGENCY SERVICES

074 - Emergency Management Tech.
084 - Program Specialist
136 - Coordinator

EQUALIZATION

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

FRIEND OF COURT

107 - Court Investigator
122 - Accountant
133 - Systems Coordinator

LANDS & GRAPHICS

101 - Office Coordinator
107 - Property Survey Supervisor

LIBRARY

123 - Community Relations Coordinator
133 - Computer Systems Coordinator

136 - Librarian III
154 - Human Resources Coordinator

MENTAL HEALTH

094 - Reimbursement Manager
099 - Administrative Secretary
125 - Accountant/Auditor
139 - Fiscal Analyst
192 - Associate 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
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

088 - Secretary
093 - Office Coordinator
114 - Health Educator
131 - WIC Program Director
134 - Microbiologist
134 - Director of Health Education
& Planning
137 - Quality Assurance Coordinator
139 - Administrative Services Coordinator
147 - PHN II/Clinic Coordinator
149 - Information Systems/Financial Manager
157 - Substance Abuse Coordinator
162 - Environmental Health Director
181 - Nursing Director

SHERIFF

505 - Undersheriff

SHERIFF - JAIL

094 - Food Services Supervisor
604 - Sheriff

SURVEYOR

600 - Surveyor

TREASURER

504 - Deputy Treasurer
602 - Treasurer

VETERAN'S AFFAIRS

102 - Veterans Counselor

WAGE GRADE PLAN
CLASSIFICATION SCHEDULE

WAGE GRADE	CLASSIFICATION
074	Clerk Typist I - Circuit Court
074	Clerk Typist I - County Clerk
074	Clerk Typist I - Probation
074	Emergency Management Technician
074	Video Clerk - Circuit Court
077	Clerk Typist II - Circuit Court
084	Program Specialist - Emergency Management
088	Account Clerk II - Probation
088	Mediation Assignment Clerk - Circuit Court
088	Secretary - Health Department
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
101	Office Coordinator - Lands & Graphics
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
112	Animal Control Officer
112	Law Clerk/Bailiff (Bar Not Passed) - Circuit Court
112	Computer Programmer
114	Health Educator - 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
126	Law Clerk/Bailiff (Bar Passed) - Circuit Court
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
134	Microbiologist - Public Health
136	Chief Deputy Clerk - District Court
136	Emergency Preparedness Coordinator
136	Librarian III
137	Quality Assurance Coordinator - Public Health
139	Administrative Services Coordinator - Public Health
139	Fiscal Analyst - Mental Health
139	Superintendent - Building Operations & Maintenance
141	Computer Services Director
147	PHN II/Clinic Coordinator
149	Chief Probation Officer
149	Information Systems/Financial Manager - Public Health
154	Coordinator - Human Resources
157	Substance Abuse Coordinator - Public Health
160	Computer Services Director (Experienced)
162	Environmental Health Director
169	Director of Communications/Service Bureau Manager
169	Labor Relations Coordinator - Personnel
170	Parks & Recreation Director
176	Deputy Administrator/Controller
176	Director - Personnel
176	Director (Level III) - Equalization
181	Nursing Director - Public Health
183	Planning Director
186	Director (Level IV) - Equalization
192	Associate Director - Mental Health
205	Probate Court Administrator
238	Circuit Court Administrator + \$6,000. Grant Pay

APPOINTED DEPUTIES

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

ELECTED OFFICIALS

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

JOB CLASS SELECTED- *ALL SELECTED YEAR 1998 INCREASE 2.50 % FOR YEAR 1999

STEP	# 1	# 2	# 3	# 4	# 5	# 6	# 7
GRADE							
070	20,078	20,476	20,886	21,721	22,589	23,491	24,431
071	20,298	20,703	21,115	21,960	22,837	23,750	24,700
072	20,517	20,927	21,346	22,198	23,085	24,009	24,970
073	20,738	21,152	21,575	22,437	23,335	24,266	25,239
074	20,960	21,377	21,805	22,676	23,581	24,524	25,506
075	21,181	21,603	22,034	22,915	23,832	24,785	25,776
076	21,401	21,827	22,264	23,155	24,079	25,042	26,044
077	21,622	22,053	22,493	23,394	24,329	25,301	26,313
078	21,843	22,278	22,724	23,631	24,577	25,558	26,581
079	22,063	22,503	22,953	23,870	24,824	25,816	26,849
080	22,282	22,728	23,181	24,109	25,073	26,074	27,117
081	22,503	22,953	23,410	24,346	25,319	26,332	27,386
082	22,725	23,178	23,641	24,586	25,569	26,591	27,653
083	22,946	23,403	23,870	24,824	25,816	26,848	27,921
084	23,166	23,628	24,102	25,064	26,066	27,108	28,194
085	23,387	23,854	24,330	25,302	26,314	27,366	28,462
086	23,608	24,078	24,559	25,541	26,564	27,625	28,732
087	23,828	24,304	24,791	25,783	26,811	27,884	28,999
088	24,048	24,529	25,019	26,019	27,059	28,140	29,266
089	24,268	24,755	25,249	26,258	27,307	28,400	29,536
090	24,490	24,978	25,476	26,494	27,555	28,656	29,803
091	24,711	25,204	25,707	26,735	27,803	28,914	30,070
092	24,931	25,428	25,936	26,973	28,050	29,173	30,338
093	25,152	25,654	26,166	27,213	28,300	29,432	30,610
094	25,373	25,879	26,396	27,452	28,549	29,689	30,878
095	25,593	26,104	26,625	27,690	28,796	29,948	31,146
096	25,813	26,329	26,854	27,929	29,045	30,206	31,415
097	26,033	26,554	27,084	28,167	29,292	30,464	31,684
098	26,253	26,780	27,315	28,406	29,543	30,723	31,952
099	26,476	27,006	27,544	28,646	29,791	30,982	32,221
100	26,696	27,229	27,773	28,882	30,038	31,238	32,487
101	26,918	27,454	28,002	29,123	30,287	31,496	32,757
102	27,138	27,680	28,232	29,362	30,537	31,757	33,028
103	27,358	27,905	28,462	29,599	30,784	32,014	33,295
104	27,578	28,129	28,692	29,839	31,031	32,272	33,564
105	27,798	28,355	28,920	30,078	31,279	32,530	33,831
106	28,019	28,579	29,151	30,316	31,528	32,789	34,099
107	28,241	28,804	29,380	30,554	31,777	33,046	34,368
108	28,461	29,029	29,610	30,793	32,024	33,305	34,636
109	28,683	29,255	29,840	31,032	32,273	33,565	34,907
110	28,903	29,478	30,067	31,271	32,522	33,821	35,175
111	29,123	29,705	30,297	31,511	32,770	34,080	35,443
112	29,343	29,929	30,528	31,748	33,019	34,339	35,712
113	29,563	30,154	30,758	31,987	33,265	34,596	35,980
114	29,784	30,379	30,987	32,226	33,515	34,853	36,249
115	30,006	30,603	31,217	32,465	33,762	35,112	36,517
116	30,226	30,830	31,445	32,703	34,011	35,371	36,784
117	30,448	31,054	31,675	32,941	34,258	35,628	37,054
118	30,668	31,279	31,905	33,179	34,507	35,886	37,321
119	30,888	31,505	32,135	33,419	34,756	36,146	37,592
120	31,108	31,730	32,362	33,657	35,003	36,401	37,858

STEP	# 1	# 2	# 3	# 4	# 5	# 6	# 7
GRADE							
121	31,328	31,954	32,593	33,897	35,251	36,660	38,127
122	31,550	32,180	32,822	34,134	35,499	36,919	38,395
123	31,771	32,404	33,051	34,374	35,749	37,177	38,664
124	31,991	32,630	33,282	34,613	35,996	37,435	38,932
125	32,213	32,855	33,510	34,850	36,244	37,694	39,202
126	32,433	33,080	33,741	35,090	36,492	37,953	39,470
127	32,653	33,305	33,971	35,330	36,742	38,211	39,741
128	32,873	33,530	34,201	35,569	36,990	38,468	40,008
129	33,093	33,756	34,430	35,806	37,237	38,728	40,275
130	33,315	33,981	34,659	36,044	37,485	38,985	40,544
131	33,536	34,205	34,888	36,283	37,734	39,243	40,811
132	33,756	34,430	35,118	36,522	37,982	39,501	41,082
133	33,978	34,656	35,348	36,761	38,231	39,760	41,351
134	34,198	34,881	35,578	36,999	38,480	40,017	41,619
135	34,418	35,105	35,806	37,237	38,728	40,275	41,888
136	34,638	35,331	36,037	37,478	38,977	40,537	42,158
137	34,858	35,555	36,266	37,716	39,225	40,793	42,425
138	35,080	35,781	36,495	37,956	39,472	41,051	42,692
139	35,301	36,007	36,727	38,195	39,722	41,311	42,961
140	35,521	36,231	36,954	38,430	39,968	41,566	43,230
141	35,743	36,455	37,184	38,670	40,218	41,824	43,498
142	35,963	36,682	37,414	38,909	40,464	42,082	43,765
143	36,184	36,905	37,644	39,149	40,714	42,343	44,035
144	36,402	37,131	37,873	39,386	40,962	42,600	44,304
145	36,622	37,355	38,103	39,628	41,211	42,858	44,573
146	36,844	37,580	38,332	39,865	41,459	43,118	44,842
147	37,064	37,806	38,562	40,103	41,707	43,374	45,109
148	37,285	38,031	38,792	40,343	41,955	43,633	45,381
149	37,506	38,255	39,022	40,582	42,204	43,892	45,648
150	37,727	38,481	39,249	40,820	42,451	44,150	45,916
151	37,948	38,706	39,479	41,057	42,699	44,407	46,182
152	38,167	38,931	39,709	41,297	42,949	44,666	46,451
153	38,387	39,156	39,939	41,536	43,198	44,926	46,722
154	38,609	39,381	40,170	41,775	43,446	45,181	46,988
155	38,829	39,605	39,267	42,014	43,694	45,440	47,259
156	39,050	39,833	40,628	42,253	43,942	45,699	47,526
157	39,271	40,056	40,858	42,490	44,191	45,959	47,797
158	39,492	40,281	41,088	42,730	44,438	46,216	48,065
159	39,713	40,506	41,317	42,968	44,686	46,475	48,333
160	39,932	40,731	41,545	43,207	44,934	46,731	48,599
161	40,152	40,957	41,774	43,445	45,180	46,987	48,867
162	40,374	41,181	42,002	43,682	45,431	47,247	49,137
163	40,594	41,406	42,233	43,923	45,678	47,505	49,405
164	40,816	41,631	42,463	44,161	45,927	47,764	49,675
165	41,036	41,857	42,692	44,401	46,175	48,022	49,942
166	41,257	42,081	42,921	44,638	46,424	48,282	50,213
167	41,478	42,307	43,153	44,878	46,671	48,539	50,479
168	41,697	42,531	43,382	45,116	46,921	48,796	50,748
169	41,917	42,757	43,612	45,354	47,167	49,054	51,015
170	42,139	42,981	43,840	45,592	47,415	49,312	51,284
171	42,359	43,207	44,070	45,833	47,666	49,572	51,555

JOB CLASS SELECTED- *ALL SELECTED YEAR 1998 INCREASE 2.50 % FOR YEAR 1999

STEP	# 1	# 2	# 3	# 4	# 5	# 6	# 7
GRADE							
172	42,581	43,431	44,298	46,071	47,913	49,829	51,822
173	42,801	43,658	44,530	46,310	48,162	50,088	52,092
174	43,022	43,882	44,759	46,549	48,410	50,345	52,360
175	43,243	44,108	44,988	46,787	48,659	50,604	52,629
176	43,462	44,332	45,218	47,026	48,907	50,863	52,897
177	43,682	44,557	45,446	47,264	49,155	51,121	53,165
178	43,904	44,783	45,677	47,504	49,404	51,379	53,432
179	44,124	45,008	45,907	47,742	49,653	51,638	53,704
180	44,345	45,230	46,135	47,981	49,899	51,896	53,971
181	44,566	45,457	46,365	48,218	50,147	52,152	54,238
182	44,787	45,682	46,595	48,459	50,396	52,411	54,507
183	45,008	45,907	46,825	48,698	50,644	52,670	54,776
184	45,227	46,132	47,055	48,935	50,894	52,929	55,046
185	45,447	46,357	47,284	49,175	51,140	53,187	55,313
186	45,669	46,581	47,514	49,413	51,389	53,444	55,581
187	45,889	46,808	47,742	49,653	51,638	53,703	55,851
188	46,110	47,032	47,974	49,891	51,888	53,961	56,120
189	46,331	47,258	48,203	50,131	52,136	54,220	56,389
190	46,552	47,481	48,430	50,369	52,381	54,477	56,655
191	46,773	47,708	48,661	50,606	52,631	54,735	56,925
192	46,992	47,933	48,889	50,846	52,879	54,994	57,193
193	47,213	48,158	49,120	51,085	53,127	55,253	57,462
194	47,434	48,382	49,350	51,322	53,375	55,511	57,732
195	47,654	48,608	49,580	51,562	53,624	55,767	57,999
196	47,875	48,833	49,809	51,801	53,872	56,027	58,269
197	48,096	49,058	50,039	52,040	54,121	56,286	58,537
198	48,317	49,283	50,269	52,279	54,369	56,545	58,805
199	48,538	49,508	50,499	52,517	54,618	56,801	59,073
200	48,757	49,732	50,727	52,756	54,866	57,060	59,341
201	48,978	49,957	50,957	52,994	55,112	57,318	59,609
202	49,199	50,183	51,185	53,233	55,361	57,576	59,883
203	49,419	50,410	51,418	53,473	55,613	57,838	60,150
204	49,640	50,634	51,647	53,713	55,860	58,096	60,420
205	49,861	50,858	51,874	53,950	56,109	58,353	60,686
206	50,083	51,084	52,105	54,188	56,356	58,611	60,955
207	50,303	51,308	52,333	54,429	56,605	58,869	61,223
208	50,522	51,533	52,564	54,666	56,854	59,128	61,493
209	50,743	51,759	52,795	54,906	57,102	59,385	61,762
210	50,964	51,984	53,024	55,145	57,351	59,646	62,032
211	51,184	52,208	53,253	55,384	57,600	59,903	62,298
212	51,405	52,435	53,483	55,623	57,846	60,161	62,568
213	51,626	52,660	53,712	55,859	58,095	60,419	62,835
214	51,848	52,884	53,942	56,099	58,341	60,677	63,103
215	52,068	53,109	54,171	56,338	58,591	60,934	63,371
216	52,287	53,333	54,400	56,575	58,839	61,193	63,638
217	52,508	53,557	54,629	56,815	59,088	61,452	63,910
218	52,729	53,784	54,860	57,056	59,337	61,711	64,179
219	52,949	54,008	55,090	57,354	59,586	61,970	64,449
220	53,170	54,234	55,318	57,532	59,833	62,227	64,715
221	53,390	54,458	55,549	57,771	60,082	62,485	64,984
222	53,613	54,685	55,778	58,010	60,330	62,743	65,254

JOB CLASS SELECTED- *ALL SELECTED YEAR 1998 INCREASE 2.50 % FOR YEAR 1999

STEP	# 1	# 2	# 3	# 4	# 5	# 6	# 7
GRADE							
223	53,833	54,910	56,008	58,247	60,576	63,001	65,520
224	54,052	55,135	56,239	58,488	60,827	63,260	65,789
225	54,273	55,358	56,467	58,724	61,074	63,516	66,058
226	54,494	55,584	56,696	58,963	61,323	63,776	66,327
227	54,715	55,809	56,926	59,203	61,572	64,035	66,596
228	54,935	56,034	57,156	59,441	61,820	64,294	66,864
229	55,155	56,259	57,386	59,682	62,068	64,550	67,130
230	55,378	56,484	57,614	59,918	62,315	64,808	67,400
231	55,598	56,709	57,843	60,156	62,563	65,067	67,668
232	55,817	56,936	58,072	60,396	62,812	65,324	67,937
233	56,038	57,160	58,301	60,635	63,060	65,582	68,206
234	56,259	57,386	58,533	60,874	63,308	65,840	68,477
235	56,480	57,609	58,761	61,112	63,555	66,100	68,744
236	56,700	57,835	58,993	61,352	63,805	66,356	69,011
237	56,920	58,060	59,221	61,591	64,053	66,617	69,281
238	57,143	58,285	59,450	61,827	64,301	66,873	69,548
239	57,363	58,509	59,680	62,067	64,549	67,129	69,816
240	57,582	58,736	59,910	62,306	64,798	67,390	70,086
241	57,803	58,960	60,139	62,544	65,045	67,648	70,354
242	58,024	59,185	60,367	62,783	65,296	67,907	70,626
243	58,245	59,411	60,598	63,022	65,544	68,165	70,892
244	58,465	59,636	60,828	63,262	65,792	68,423	71,160
245	58,685	59,860	61,057	63,500	66,040	68,681	71,428
246	58,908	60,145	61,286	63,739	66,287	68,937	71,696
247	59,128	60,310	61,515	63,976	66,536	69,197	71,964
248	59,348	60,534	61,744	64,215	66,784	69,455	72,234
249	59,568	60,761	61,976	64,454	67,032	69,713	72,502
250	59,789	60,985	62,205	64,692	67,281	69,972	72,771
251	60,015	61,216	62,441	64,935	67,535	70,237	73,047
252	60,241	61,446	62,675	65,179	67,789	70,503	73,322
253	60,468	61,677	62,909	65,423	68,044	70,767	73,598
254	60,693	61,907	63,145	65,666	68,298	71,031	73,874
255	60,920	62,139	63,379	65,909	68,551	71,297	74,149
256	61,146	62,368	63,615	66,152	68,805	71,561	74,425
257	61,372	62,599	63,848	66,395	69,059	71,826	74,701
258	61,598	62,829	64,084	66,639	69,314	72,091	74,977
259	61,824	63,060	64,318	66,883	69,568	72,357	75,252
260	62,051	63,290	64,553	67,125	69,822	72,621	75,527
261	62,277	63,521	64,788	67,369	70,077	72,886	75,804
262	62,502	63,751	65,023	67,613	70,331	73,151	76,079
263	62,729	63,981	65,258	67,856	70,586	73,416	76,355
264	62,956	64,212	65,491	68,099	70,840	73,681	76,630
265	63,181	64,442	65,727	68,343	71,093	73,947	76,906
266	63,408	64,672	65,962	68,586	71,347	74,211	77,183
267	63,633	64,903	66,197	68,830	71,601	74,475	77,457
268	63,861	65,134	66,431	69,074	71,856	74,740	77,734
269	64,086	65,363	66,666	69,316	72,110	75,005	78,009
270	64,312	65,595	66,901	69,560	72,364	75,270	78,284
271	64,536	65,824	67,136	69,803	72,618	75,535	78,560
272	64,761	66,055	67,370	70,046	72,872	75,801	78,836
273	65,005	66,286	67,605	70,290	73,127	76,065	79,113

RESOLUTION 98-53

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 1999 Marine Enforcement Program in an amount not to exceed \$252,458.

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


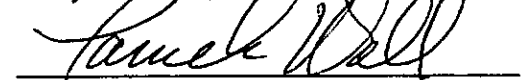
DATED: November 11, 1998

Reviewed and Approved, ^{as deferred} by:



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



RESOLUTION 98-52

DISTRIBUTING THE 1999 COUNTY ROAD
APPROPRIATION

WHEREAS, the determination of the Board of County Road Commissioners of County road needs for 1999 has been presented to the St. Clair County Board of Commissioners, and it has been determined to appropriate the sum of \$830,788 from the County General fund.

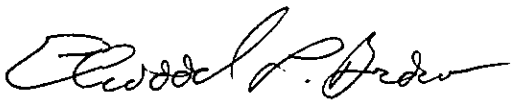
NOW, THEREFORE, BE IT RESOLVED: that

1) An appropriation of \$ 830,788 to be allocated in the 1999 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 11, 1998

Reviewed and Approved ^{as follows} by:



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







RESOLUTION 98-51

ESTABLISHING SALARIES
OF SPECIFIC COUNTY OFFICERS FOR 1999

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

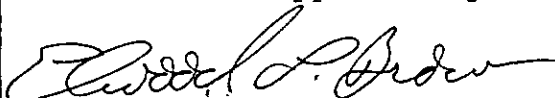
WHEREAS, the St. Clair County Board of Commissioners at a Special Budget Work Session, has reviewed and evaluated the compensation of said Officers and recommended the action specified herein to the full Board of Commissioners, and the Board concluding that said action is due and appropriate.

NOW, THEREFORE, BE IT RESOLVED:

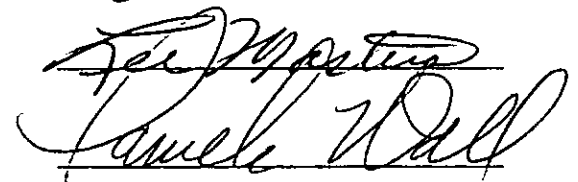
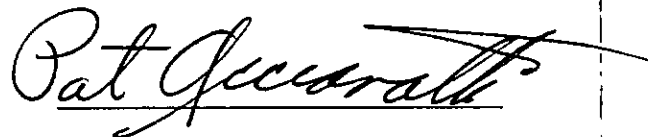
- 1) That the salary levels of County Officers, be, and the same hereby are established as specified in Exhibit "A", attached hereto and made a part hereof by reference.
- 2) That the salary assigned herein to each classification shall be for 1 year (1999) effective January 1, 1999.
- 3) All resolutions and parts of resolutions in conflict with this resolution, are, to the extent of the conflict, hereby rescinded.

DATED: November 11, 1998

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>1999 Salary</u>	<u>Amt. of Increase</u>	<u>Percent Increase</u>
<u>ELECTED OFFICIALS</u>				
Drain Commissioner	43,750	44,844	1,094	2.5%
Treasurer	46,876	48,048	1,172	2.5%
Clerk-Register	51,187	52,467	1,280	2.5%
Sheriff	63,237	64,818	1,581	2.5%
Prosecuting Atty.	83,262	85,344	2,082	2.5%
Surveyor	6,000	6,150	150	2.5%
<u>APPOINTED DEPUTIES</u>				
Dep. Drain Commissioner	32,407	33,217	810	2.5%
Dep. Register of Deeds	34,483	35,345	862	2.5%
Deputy Clerk	34,483	35,345	862	2.5%
Deputy Treasurer	35,341	36,225	884	2.5%
Undersheriff	57,824	59,270	1,446	2.5%
Chief Asst. Pros.	77,017	78,942	1,925	2.5%

RESOLUTION 98-50

APPORTIONING TAXES FOR 1998

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:

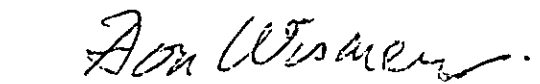
- 1) That the St. Clair County Board of Commissioners does hereby adopt the St. Clair County Tax Report for the year 1998.
- 2) That the apportionment and millage of taxes are to be spread in accordance with the statute in such case made and provided, as evidenced by the St. Clair County Tax Report for the year 1998.
- 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.

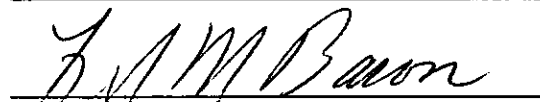
DATED: November 11, 1998

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 11, 1998
SUBJECT: Adoption of 1998 Apportionment Report Labeled
Exhibit "A" and dated October 9, 1998

Attached is a copy of the 4 page Apportionment Report (State Form L-4022) dated October 9, 1998, along with a copy of the adopting resolution.

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

Also attached are 3 pages of rates listed in the grouping in which they are levied, and a 4th page listing the changes in each rate from last year's rate. These 4 pages present a more understandable picture of the rates than the official Form L-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 9, 1998 ADOPTED: _____

	TAXABLE VALUATION	SEPARATE OR ALLOCATED	MILLAGES		PURPOSE
			EXTRA - VOTED OPERATE	BLDG-SITE-DEBT	
STATE EDUCATION TAX	4,066,477,838	6.0000			
COUNTY ST. CLAIR	4,066,477,838	5.3869	1.7837	.0000	SENIOR CITIZENS, DRUG TASK FORCE, LIBRARY, PARKS
TOWNSHIPS:					
BERLIN	61,644,204	.8229	.8229	.0000	FIRE
BROCKWAY	31,481,118	.9402	3.1588	.0000	FIRE, ROADS
BURTCHEVILLE	77,289,707	.7638	1.4990	.0000	BUS, FIRE
CASCO	86,443,983	.8378	.0000	.0000	
CHINA CHARTER	427,541,787	1.0000	1.0000	.0000	ROADS
CLAY	307,717,062	.6200	.0000	.0000	
CLYOE	102,533,753	.7703	.2500	.0000	FIRE
COLUMBUS	100,421,118	.8495	.0000	.0000	
COTTRELLVILLE	79,750,485	.7942	.0000	.0000	
EAST CHINA CHARTER	359,243,022	3.8966	.0000	.0000	
EMMETT	35,896,768	.9003	.7268	.0000	NEW TOWNSHIP HALL
FORT GRATIOT CHARTER	285,564,204	.7369	.6480	.0000	BUS
GRANT	28,601,298	.8825	2.8361	1.3300	FIRE, ROADS, NEW TOWNSHIP HALL
GREENWOOD	76,121,315	1.0000	2.0000	.0000	FIRE, ROADS, REFUSE
IRA	117,127,712	.7318	.9830	.8300	FIRE
KENOCKEE	42,016,085	.8169	1.6818	.0000	FIRE
KIMBALL	121,745,891	.8602	.0000	.0000	
LYNN	21,529,501	.9636	.9636	.0000	ROADS
MUSSEY	66,037,233	.9500	1.1400	.0000	FIRE
PORT HURON CHARTER	172,320,882	1.0000	2.2682	2.0000	FIRE, ROADS, BUS, SEWER
RILEY	62,808,361	.8204	.0000	.0000	
ST. CLAIR	169,540,120	.8293	.0000	.0000	
WALES	56,154,737	.8108	.0000	.0000	

CITIES:	TAXABLE VALUATION	TOTAL TAX RATES	DOLLARS OF AD VALOREM TAXES LEVIED
ALGONAC	80,629,330	15.6846	1,264,639
MARINE CITY	87,508,252	22.7500	1,990,813
MARYSVILLE	291,532,680	16.8100	4,900,664
MEMPHIS	8,235,932	16.0264	100,260
PORT HURON	535,102,707	16.8200	9,090,893 (A)
ST. CLAIR	151,061,594	17.0868	2,581,159
YALE	24,854,997	12.9383	321,581

VILLAGES:	TAXABLE VALUATION	TOTAL TAX RATES	DOLLARS OF AD VALOREM TAXES LEVIED
CAPAC	19,701,287	22.8190	449,564
EMMETT	3,574,416	5.6067	20,041

(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 1998.

(SIGNATURE) COUNTY CLERK

NOTARIZATION

NOTARY PUBLIC COUNTY, MICHIGAN COUNTY OF _____ STATE OF MICHIGAN

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

STATEMENT SHOWING TAXABLE VALUATION AND MILLS APPORTIONED BY THE COUNTY BOARD OF COMMISSIONERS
OF THE COUNTY OF ST. CLAIR FOR THE YEAR 1998

DATED: OCTOBER 9, 1998 ADOPTED: _____

EXHIBIT "A"

PAGE 2 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)
					ISD ONLY SEPARATE OR ALLOCATED	EXTRA - VOTED OPERATE BLDG-SITE-DEBT	
X	X	ALGONAC COMM. 74-030	CITY OF ALGONAC	80,629,330		.0000 *	3.2500 *
			CITY OF ALGONAC	25,210,927		18.0000 *	.0000 *
X	X		CLAY TOWNSHIP	307,717,062		.0000 *	3.2500 *
			CLAY TOWNSHIP	102,885,442		18.0000 *	.0000 *
X	X		IRA TOWNSHIP	53,679,488		.0000 *	3.2500 *
			IRA TOWNSHIP	16,751,889		18.0000 *	.0000 *
X	X	CAPAC COMM. 74-040	BERLIN TOWNSHIP	24,879,551		.0000	3.9000
			BERLIN TOWNSHIP	4,626,362		18.0000	.0000
X	X		BROCKWAY TOWNSHIP	295,887		.0000	3.9000
			BROCKWAY TOWNSHIP	4,883		18.0000	.0000
X	X		EMMETT TOWNSHIP	18,309,843		.0000	3.9000
			EMMETT TOWNSHIP	3,527,917		18.0000	.0000
X	X		LYNN TOWNSHIP	10,665,663		.0000	3.9000
			LYNN TOWNSHIP	2,589,319		18.0000	.0000
X	X		MUSSEY TOWNSHIP	66,037,233		.0000	3.9000
			MUSSEY TOWNSHIP	23,979,620		19.0000	.0000
X	X		RILEY TOWNSHIP	21,635,008		.0000	3.9000
			RILEY TOWNSHIP	3,325,641		18.0000	.0000
X	X	EAST CHINA TWP. 74-050	CITY OF MARINE CITY	87,508,252		.0000	3.3000
			CITY OF MARINE CITY	40,479,263		18.0000	.0000
X	X		CITY OF ST. CLAIR	151,061,594		.0000	3.3000
			CITY OF ST. CLAIR	50,893,564		18.0000	.0000
X	X		CASCO TOWNSHIP	35,282,129		.0000	3.3000
			CASCO TOWNSHIP	8,621,073		18.0000	.0000
X	X		CHINA TOWNSHIP	427,541,787		.0000	3.3000
			CHINA TOWNSHIP	359,461,264		18.0000	.0000
X	X		COLUMBUS TOWNSHIP	32,010,058		.0000	3.3000
			COLUMBUS TOWNSHIP	10,398,851		18.0000	.0000
X	X		COTTRELLVILLE TWP.	79,750,485		.0000	3.3000
			COTTRELLVILLE TWP.	18,088,831		18.0000	.0000
X	X		EAST CHINA TWP.	359,243,022		.0000	3.3000
			EAST CHINA TWP.	281,001,219		18.0000	.0000
X	X		IRA TOWNSHIP	13,093,459		.0000	3.3000
			IRA TOWNSHIP	3,487,794		18.0000	.0000
X	X		ST. CLAIR TOWNSHIP	128,235,460		.0000	3.3000
			ST. CLAIR TOWNSHIP	28,091,014		18.0000	.0000
X	X	MARYSVILLE PUBLIC 74-100	CITY OF MARYSVILLE	291,532,680		.0000 *	2.9500
			CITY OF MARYSVILLE	154,218,678		17.7156 *	.0000
X	X		COLUMBUS TOWNSHIP	2,987,889		.0000	2.9500
			COLUMBUS TOWNSHIP	389,602		17.7156	.0000
X	X		KIMBALL TOWNSHIP	29,086,755		.0000	2.9500
			KIMBALL TOWNSHIP	7,138,788		17.7156	.0000
X	X		ST. CLAIR TOWNSHIP	41,304,660		.0000	2.9500
			ST. CLAIR TOWNSHIP	11,839,066		17.7156	.0000
X	X		WALES TOWNSHIP	965,832		.0000	2.9500
			WALES TOWNSHIP	185,268		17.7156	.0000
X	X	MEMPHIS COMM. 74-120	CITY OF MEMPHIS	6,255,932		.0000	1.0000
			CITY OF MEMPHIS	2,678,410		17.9083	.0000
X	X		COLUMBUS TOWNSHIP	2,252,260		.0000	1.0000
			COLUMBUS TOWNSHIP	379,874		17.9083	.0000
X	X		KENOCKEE TOWNSHIP	496,567		.0000	1.0000
			KENOCKEE TOWNSHIP	36,354		17.9083	.0000
X	X		KIMBALL TOWNSHIP	131,793		.0000	1.0000
			KIMBALL TOWNSHIP	37,970		17.9083	.0000
X	X		RILEY TOWNSHIP	32,088,328		.0000	1.0000
			RILEY TOWNSHIP	6,427,876		17.9083	.0000
X	X		WALES TOWNSHIP	40,121,452		.0000	1.0000
			WALES TOWNSHIP	6,971,893		17.9083	.0000
X	X	PORT HURON AREA 74-010	CITY OF PORT HURON	535,102,707		.0000 *	2.0000 *
			CITY OF PORT HURON	287,690,924		18.0000 *	.0000 *
X	X		BURTCVILLE TWP.	57,534,066		.0000 *	2.0000 *
			BURTCVILLE TWP.	15,220,721		18.0000 *	.0000 *
X	X		CLYDE TOWNSHIP	90,057,534		.0000 *	2.0000 *
			CLYDE TOWNSHIP	11,354,023		18.0000 *	.0000 *
X	X		FORT GRATIOT TWP.	285,564,204		.0000 *	2.0000 *
			FORT GRATIOT TWP.	124,340,588		18.0000 *	.0000 *
X	X		GRANT TOWNSHIP	12,245,827		.0000 *	2.0000 *
			GRANT TOWNSHIP	1,441,447		18.0000 *	.0000 *
X	X		KENOCKEE TOWNSHIP	97,866		.0000 *	2.0000 *
			KENOCKEE TOWNSHIP	8,884		18.0000 *	.0000 *
X	X		KIMBALL TOWNSHIP	92,527,343		.0000 *	2.0000 *
			KIMBALL TOWNSHIP	30,451,617		18.0000 *	.0000 *
X	X		PORT HURON TOWNSHIP	172,320,882		.0000 *	2.0000 *
			PORT HURON TOWNSHIP	75,751,343		18.0000 *	.0000 *
X	X		WALES TOWNSHIP	8,977,190		.0000 *	2.0000 *
			WALES TOWNSHIP	1,941,923		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 1998

DATED: OCTOBER 9, 1998

ADOPTED: _____

EXHIBIT "A"

PAGE 3 OF 4

ALL PROPERTY	NON RESIDENT	SCHOOL DISTRICTS NAME AND CODES	TOWNSHIP OR CITY WHERE SCHOOL DISTRICT IS LOCATED	TAXABLE VALUATION	MILLAGES			COUNTY USE (NOTES, REMARKS, COMMENTS)
					ISD ONLY SEPARATE OR ALLOCATED	EXTRA - VOTED OPERATE	BLOG-SITE-DEBT	
		YALE PUBLIC	74-130 CITY OF YALE	24,854,997		.0000	7.0000	
			CITY OF YALE	10,952,254		18.0000	.0000	
			BROCKWAY TOWNSHIP	31,185,231		.0000	7.0000	
			BROCKWAY TOWNSHIP	6,681,660		18.0000	.0000	
			CLYDE TOWNSHIP	12,476,219		.0000	7.0000	
			CLYDE TOWNSHIP	2,705,473		18.0000	.0000	
			EMMETT TOWNSHIP	17,586,925		.0000	7.0000	
			EMMETT TOWNSHIP	3,003,727		18.0000	.0000	
			GRANT TOWNSHIP	6,471,718		.0000	7.0000	
			GRANT TOWNSHIP	1,002,997		18.0000	.0000	
			GREENWOOD TOWNSHIP	75,300,117		.0000	7.0000	
			GREENWOOD TOWNSHIP	59,626,998		18.0000	.0000	
			KENOCREE TOWNSHIP	41,421,652		.0000	7.0000	
			KENOCREE TOWNSHIP	8,496,357		18.0000	.0000	
			LYNN TOWNSHIP	7,816,225		.0000	7.0000	
			LYNN TOWNSHIP	1,030,710		18.0000	.0000	
			RILEY TOWNSHIP	299,459		.0000	7.0000	
			RILEY TOWNSHIP	265,155		18.0000	.0000	
			WALES TOWNSHIP	6,090,263		.0000	7.0000	
			WALES TOWNSHIP	1,011,089		18.0000	.0000	
		ST. CLAIR COUNTY:						
		INTERMEDIATE SCH.	74-000 ALL OF THE ABOVE	3,822,727,884	.1970 *	.0000	.0000	
		SPECIAL EDUCATION	ALL OF THE ABOVE	3,822,727,884	.0000	2.3455 *	.0000	
		VOCATIONAL ED.	ALL OF THE ABOVE	3,822,727,884	.0000	.9382 *	.0000	
		COMM. COLLEGE	5359 ALL OF THE ABOVE	3,822,727,884	.0000	1.4076 *	.0000	
		LAPEER COUNTY:						
		INTERMEDIATE SCH.	44-020 BERLIN TOWNSHIP	21,310,843	.2041	.0000	.0000	
		SPECIAL EDUCATION	44-020 BERLIN TOWNSHIP	21,310,843	.0000	.9072	.0000	
		VOCATIONAL ED.	44-020 BERLIN TOWNSHIP	21,310,843	.0000	2.0865	.0000	
		MACOMB COUNTY:						
		INTERMEDIATE SCH.	50-050 BERLIN TOWNSHIP	15,453,810	.2101 *	.0000	.0000	
			50-040 CASCO TOWNSHIP	13,374,630	.2101	.0000	.0000	
			50-180 CASCO TOWNSHIP	37,789,224	.2101	.0000	.0000	
			50-180 COLUMBUS TOWNSHIP	63,170,911	.2101	.0000	.0000	
			50-040 IRA TOWNSHIP	50,354,765	.2101 *	.0000	.0000	
			50-050 RILEY TOWNSHIP	8,787,566	.2101 *	.0000	.0000	
		SPECIAL EDUCATION	50-050 BERLIN TOWNSHIP	15,453,810	.0000	1.8262 *	.0000	
			50-040 CASCO TOWNSHIP	13,374,630	.0000	1.8262	.0000	
			50-180 CASCO TOWNSHIP	37,789,224	.0000	1.8262	.0000	
			50-180 COLUMBUS TOWNSHIP	63,170,911	.0000	1.8262	.0000	
			50-040 IRA TOWNSHIP	50,354,765	.0000	1.8262 *	.0000	
			50-050 RILEY TOWNSHIP	8,787,566	.0000	1.8262 *	.0000	
		SANILAC COUNTY:						
		INTERMEDIATE SCH.	76-080 BURTCVILLE TWP.	19,755,641	.2172	.0000	.0000	
			76-080 GRANT TOWNSHIP	9,883,753	.2172	.0000	.0000	
			76-080 GREENWOOD TOWNSHIP	821,198	.2172	.0000	.0000	
			76-060 LYNN TOWNSHIP	3,047,613	.2172	.0000	.0000	
		SPECIAL EDUCATION	76-080 BURTCVILLE TWP.	19,755,641	.0000	.7816	.0000	
			76-080 GRANT TOWNSHIP	9,883,753	.0000	.7816	.0000	
			76-080 GREENWOOD TOWNSHIP	821,198	.0000	.7816	.0000	
			76-060 LYNN TOWNSHIP	3,047,613	.0000	.7816	.0000	
		VOCATIONAL ED.	76-080 BURTCVILLE TWP.	19,755,641	.0000	1.7371	.0000	
			76-080 GRANT TOWNSHIP	9,883,753	.0000	1.7371	.0000	
			76-080 GREENWOOD TOWNSHIP	821,198	.0000	1.7371	.0000	
			76-060 LYNN TOWNSHIP	3,047,613	.0000	1.7371	.0000	

STATEMENT SHOWING TAXABLE VALUATION AND MILLS ADOPTED BY THE COUNTY BOARD OF COMMISSIONERS
OF THE COUNTY OF ST. CLAIR FOR THE YEAR 1998

DATE: OCTOBER 9, 1998

ADOPTED: _____

EXHIBIT "A"

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)
					ISD ONLY SEPARATE OR ALLOCATED	EXTRA - VOTED OPERATE BLDG-SITE-DEBT	
X	X	ALMONT	44-020 BERLIN TOWNSHIP BERLIN TOWNSHIP	21,310,843 3,250,230	.0000 17.0075	8.4500 .0000	
X	X	ANCHOR BAY	50-040 CASCO TOWNSHIP CASCO TOWNSHIP IRA TOWNSHIP IRA TOWNSHIP	13,374,630 5,180,741 90,354,765 23,894,413	.0000 * 17.6904 * .0000 * 17.6904 *	7.0000 * .0000 * 7.0000 * .0000 *	
X	X	ARMADA AREA	50-050 BERLIN TOWNSHIP BERLIN TOWNSHIP RILEY TOWNSHIP RILEY TOWNSHIP	15,453,810 3,391,887 8,787,566 1,379,148	.0000 * 17.9910 * .0000 * 17.9910 *	7.0000 * .0000 * 7.0000 * .0000 *	
X	X	RICHMOND COMM.	50-180 CASCO TOWNSHIP CASCO TOWNSHIP COLUMBUS TOWNSHIP COLUMBUS TOWNSHIP	37,789,224 9,050,009 63,170,911 19,478,447	.0000 * 18.0000 * .0000 * 18.0000 *	4.7500 * .0000 * 4.7500 * .0000 *	
X	X	BROWN CITY COMM.	76-060 LYNN TOWNSHIP LYNN TOWNSHIP	3,047,613 392,322	.0000 18.0000	1.1800 .0000	
X	X	CROSMELL-LEX.	76-080 BURTCVILLE TWP. BURTCVILLE TWP. GRANT TOWNSHIP GRANT TOWNSHIP GREENWOOD TOWNSHIP GREENWOOD TOWNSHIP	19,755,641 4,861,142 9,883,753 1,850,788 821,198 102,597	.0000 18.0000 .0000 18.0000 .0000 18.0000	3.0000 .0000 3.0000 .0000 3.0000 .0000	

* SCHOOL DISTRICTS LEVYING A 1998 SUMMER TAX

SCHOOL DISTRICT	NUMBER	PURPOSE	MILLAGE RATES	
			JULY	DECEMBER
St. Clair County Intermediate	74-000	Oper.	.1970 a	-0- a
		Oper.	-0- b	.1970 b
Special Education		Oper.	2.3455 a	-0- a
		Oper.	-0- b	2.3455 b
Vocational Education		Oper.	.9382 a	-0- a
		Oper.	-0- b	.9382 b
Port Huron Area	74-010	Oper.	24.0000 c	-0- c
		Debt	2.0000 c	-0- c
Algonac Community	74-030	Oper.	24.0000 d	-0- d
		Debt	3.2500 d	-0- d
Marysville Public	74-100	Oper.	23.7156 e	-0- e
		Debt	-0- e	2.9500 e
		Oper.	-0- f	23.7156 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.	1.8262 h	1.8262 i
Anchor Bay	50-040	Oper.	11.8416 j	11.8488 j
		Debt	3.5000 l	3.5000 l
		Oper.	11.8452 k	11.8452 k
		Debt	3.5000 l	3.5000 l
Armada Area	50-050	Oper.	12.0000 m	11.9910 m
		Debt	3.5000 m	3.5000 m
Richmond Community	50-180	Oper.	12.0000 i	12.0000 i
		Debt	2.3750 i	2.3750 i

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

ST. CLAIR COUNTY 1998 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 1998 RATE	PREVIOUS 1997 RATE	RATES 1996 RATE
		OPERATING STATE LOCAL	DEBT	VOTED OPER.	DEBT	FIXED OPER.	SP. ED. VOTED	VOC. ED VOTED	FIXED OPER.	EXTRA VOTED	FIXED OPER.			
A,B,C,D														
BERLIN														
44-020 Almont Com (1)	21,310,843	6.0000	17.0075	8.4500	None	0.2041	0.9072	2.0865	5.3869	1.7837	0.8229	43.4717	44.3691	44.4838
50-050 Armada (2)	15,453,810	6.0000	17.9910	7.0000	None	0.2101	1.8262	None	5.3869	1.7837	0.8229	41.8437	41.8271	41.8437
74-040 Capac Com	24,879,551	6.0000	18.0000	3.9000	1.4076	0.1970	2.3455	0.9382	5.3869	1.7837	0.8229	41.6047	42.0787	39.1953
E,F														
BROCKWAY														
74-040 Capac Com	295,887	6.0000	18.0000	3.9000	1.4076	0.1970	2.3455	0.9382	5.3869	1.7837	0.9402	44.0579	44.5696	41.6966
74-130 Yale Public	31,185,231	6.0000	18.0000	7.0000	1.4076	0.1970	2.3455	0.9382	5.3869	1.7837	0.9402	47.1579	47.1696	44.4466
G,H														
BURTCVILLE														
74-010 Port Huron Area	57,534,066	6.0000	18.0000	2.0000	1.4076	0.1970	2.3455	0.9382	5.3869	1.7837	0.7638	40.3217	40.3124	40.0000
76-080 Cros-Lex Com (3)	19,755,641	6.0000	18.0000	3.0000	None	0.2172	0.7816	1.7371	5.3869	1.7837	0.7638	39.1693	40.1757	40.2005
Roads														
CASCO														
50-040 Anchor Bay (2)	13,374,630	6.0000	17.6904	7.0000	None	0.2101	1.8262	None	5.3869	1.7837	0.8378	40.7351	41.0184	41.0219
50-180 Richmond Com (2)	37,789,224	6.0000	18.0000	4.7500	None	0.2101	1.8262	None	5.3869	1.7837	0.8378	38.7947	38.7684	39.1719
74-050 East China	35,282,129	6.0000	18.0000	3.3000	1.4076	0.1970	2.3455	0.9382	5.3869	1.7837	0.8378	40.1967	38.8700	38.8735
Roads														
CHINA														
74-050 East China	427,541,787	6.0000	18.0000	3.3000	1.4076	0.1970	2.3455	0.9382	5.3869	1.7837	1.0000	41.3589	40.0283	40.0215
None														
CLAY														
74-030 Algonac Com	307,717,062	6.0000	18.0000	3.2500	1.4076	0.1970	2.3455	0.9382	5.3869	1.7837	0.6200	39.9289	39.8983	39.8981
Fire														
CLYDE														
74-010 Port Huron Area	90,057,534	6.0000	18.0000	2.0000	1.4076	0.1970	2.3455	0.9382	5.3869	1.7837	0.7703	39.0792	38.8069	38.8103
74-130 Yale Public	12,476,219	6.0000	18.0000	7.0000	1.4076	0.1970	2.3455	0.9382	5.3869	1.7837	0.7703	44.0792	43.8069	41.0603
None														
COLUMBUS														
50-180 Richmond Com (2)	63,170,911	6.0000	18.0000	4.7500	None	0.2101	1.8262	None	5.3869	1.7837	0.8495	38.8064	38.7820	39.1863
74-050 East China	32,010,058	6.0000	18.0000	3.3000	1.4076	0.1970	2.3455	0.9382	5.3869	1.7837	0.8495	40.2084	38.8836	38.8879
74-100 Marysville Public	2,987,889	6.0000	17.7156	2.9500	1.4076	0.1970	2.3455	0.9382	5.3869	1.7837	0.8495	39.5740	39.8336	39.8379
74-120 Memphis Com	2,252,260	6.0000	17.9083	1.0000	1.4076	0.1970	2.3455	0.9382	5.3869	1.7837	0.8495	37.8167	37.8512	37.8879
None														
COTTRELLVILLE														
74-050 East China	79,750,485	6.0000	18.0000	3.3000	1.4076	0.1970	2.3455	0.9382	5.3869	1.7837	0.7942	40.1531	38.8274	38.8269
None														
EAST CHINA														
74-050 East China	359,243,022	6.0000	18.0000	3.3000	1.4076	0.1970	2.3455	0.9382	5.3869	1.7837	3.8966	43.2555	41.3598	41.8283
Twp. Hall														
EMMETT														
74-040 Capac Com	18,309,843	6.0000	18.0000	3.9000	1.4076	0.1970	2.3455	0.9382	5.3869	1.7837	0.9003	41.5860	42.0805	39.2074
74-130 Yale Public	17,586,925	6.0000	18.0000	7.0000	1.4076	0.1970	2.3455	0.9382	5.3869	1.7837	0.9003	44.6860	44.6805	41.9574
VILLAGE OF EMMETT	3,574,416	VILLAGE RATES ARE IN ADDITION TO RATES LISTED ON LINES ABOVE												
A=Senior Citizen .5000 B=Drug Task Force .2837 C=Library .5000 D=Parks,Rec. .5000														
E=Roads 1.2784 F=Fire 1.8804 G=Fire .7638 H=Bus .7352														

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

* Village Taxable also included in Township Taxable

ST. CLAIR COUNTY 1998 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 1998 RATE	PREVIOUS 1997 RATE	RATES 1996 RATE	
		OPERATING STATE	LOCAL	DEBT	VOTED OPER.	VOTED OPER.	DEBT	VOC. ED.	VOC. ED.	FIXED OPER.	EXTRA VOTED	FIXED OPER.	OTHER				
FORT GRATIOT																	
74-010 Port Huron Area	285,564,204	6.0000	18.0000	2.0000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7837	0.7369	0.6480	39.4438	39.4132	39.4151	
GRANT																	
74-010 Port Huron Area	12,245,827	6.0000	18.0000	2.0000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7837	0.8825	4.1661	43.1075	43.2563	43.2627	
74-130 Yale Public	6,471,718	6.0000	18.0000	7.0000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7837	0.8825	4.1661	48.1075	48.2563	45.5127	
76-080 Cros-Lex Com (3)	9,883,753	6.0000	18.0000	3.0000	None	None	0.2172	0.7816	1.7371	5.3869	1.7837	0.8825	4.1661	41.9551	43.1196	43.1265	
GREENWOOD																	
74-130 Yale Public	75,300,117	6.0000	18.0000	7.0000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7837	1.0000	2.0000	46.0589	46.0283	43.1196	
76-080 Cros-Lex Com (3)	821,198	6.0000	18.0000	3.0000	None	None	0.2172	0.7816	1.7371	5.3869	1.7837	1.0000	2.0000	39.9065	40.8916	40.8916	
IRA																	
50-040 Anchor Bay (2)	50,354,765	6.0000	17.6904	7.0000	None	None	0.2101	1.8262	None	5.3869	1.7837	0.7318	1.8130	42.4421	42.5708	43.1767	
74-030 Algonac Com	53,679,488	6.0000	18.0000	3.2500	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7837	0.7318	1.8130	41.8537	41.6724	42.2783	
74-050 East China	13,093,459	6.0000	18.0000	3.3000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7837	0.7318	1.8130	41.9037	40.4224	41.0283	
KENOSKEE																	
74-010 Port Huron Area	97,866	6.0000	18.0000	2.0000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7837	0.8169	1.6618	40.5576	40.5508	40.5762	
74-120 Memphis Com	496,567	6.0000	17.9083	1.0000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7837	0.8169	1.6618	39.4659	39.5184	39.5762	
74-130 Yale Public	41,421,652	6.0000	18.0000	7.0000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7837	0.8169	1.6618	45.5576	45.5508	42.8262	
KIMBALL																	
74-010 Port Huron Area	92,527,343	6.0000	18.0000	2.0000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7837	0.8602	None	38.9191	38.8885	38.8898	
74-100 Marysville Public	29,086,755	6.0000	17.7156	2.9500	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7837	0.8602	None	39.5847	39.8385	39.8398	
74-120 Memphis Com	131,793	6.0000	17.9083	1.0000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7837	0.8602	None	37.8274	37.8561	37.8898	
LYNN																	
74-040 Capac Com	10,665,663	6.0000	18.0000	3.9000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7837	0.9636	0.9636	41.8861	42.3703	39.4909	
74-130 Yale Public	7,816,225	6.0000	18.0000	7.0000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7837	0.9636	0.9636	44.9861	44.9703	42.2409	
76-060 Brown City Com(3)	3,047,613	6.0000	18.0000	1.1800	None	None	0.2172	0.7816	1.7371	5.3869	1.7837	0.9636	0.9636	37.0137	36.6136	36.8547	
MUSSEY																	
74-040 Capac Com	66,037,233	6.0000	18.0000	3.9000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7837	0.9500	1.1400	42.0489	42.5198	39.1196	
VILLAGE OF CAPAC	19,701,287	VILLAGE RATES ARE IN ADDITION TO RATES LISTED ON LINE ABOVE															
PORT HURON																	
74-010 Port Huron Area	172,320,882	6.0000	18.0000	2.0000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7837	1.0000	4.2682	43.3271	43.3121	42.3183	
RILEY																	
50-050 Armada (2)	8,787,566	6.0000	17.9910	7.0000	None	None	0.2101	1.8262	None	5.3869	1.7837	0.8204	None	41.0183	41.0112	41.0205	
74-040 Capac Com	21,635,008	6.0000	18.0000	3.9000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7837	0.8204	None	40.7793	41.2628	38.3721	
74-120 Memphis Com	32,086,328	6.0000	17.9083	1.0000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7837	0.8204	None	37.7876	37.8304	37.8721	
74-130 Yale Public	299,459	6.0000	18.0000	7.0000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7837	0.8204	None	43.8793	43.8628	41.1221	

(2) = Macomb County
 (3) = Sanilac County
 A=Senior Citizen .5000 B=Drug Task Force .2837 C=Library .5000 D=Parks,Rec. .5000 I=Fire .8825 J=Roads 1.9536 K=Twp. Hall 1.3300
 L=Sewer 5.4000 M=Streets 6.3566 O=Roads .9905 P=Sewer 2.0000 Q=Fire .4952 R=Bus .7825
 * Village Taxable also included in Township Taxable

ST. CLAIR COUNTY 1998 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		PREVIOUS		RATES		
		OPERATING STATE LOCAL	DEBT	VOTED OPER.	DEBT OPER.	FIXED OPER.	SP. ED. VOTED	VOC. ED VOTED	FIXED OPER.	EXTRA VOTED	FIXED OPER.	OTHER	1998 RATE	1996 RATE	1997 RATE	1996 RATE		
ST. CLAIR																		
74-050 East China	128,235,460	6.0000	18.0000	3.3000	None	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7837	None	40.1882	38.8591	39.8707		
74-100 Marysville Public	41,304,660	6.0000	17.7156	2.9500	None	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7837	None	39.5538	39.8091	39.8207		
WALES																		
74-010 Port Huron Area	8,977,190	6.0000	18.0000	2.0000	None	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7837	None	38.8697	38.8548	38.8738		
74-100 Marysville Public	965,832	6.0000	17.7156	2.9500	None	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7837	None	39.5353	39.8048	39.8238		
74-120 Memphis Com	40,121,452	6.0000	17.9083	1.0000	None	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7837	None	37.7780	37.8224	37.8774		
74-130 Yale Public	6,090,263	6.0000	18.0000	7.0000	None	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7837	None	43.8697	43.8548	41.1		
CITIES AND SCHOOL DISTRICTS																		
CITY OF ALCONAC																		
74-030 Algonac Com	80,629,330	6.0000	18.0000	3.2500	None	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7837	None	54.9935	53.8529	53.8529		
CITY OF MARINE CITY																		
74-050 East China	87,508,252	6.0000	18.0000	3.3000	None	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7837	None	62.1089	61.2783	60.7783		
CITY OF MARYSVILLE																		
74-100 Marysville Public	291,532,680	6.0000	17.7156	2.9500	None	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7837	None	55.5345	55.7883	55.7883		
CITY OF MEMPHIS																		
74-120 Memphis Com	6,255,932	6.0000	17.9083	1.0000	None	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7837	None	52.9936	53.1175	53.2211		
CITY OF PORT HURON																		
74-010 Port Huron Area	535,102,707	6.0000	18.0000	2.0000	None	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7837	None	54.8789	54.8483	54.8493		
CITY OF ST. CLAIR																		
74-050 East China	151,061,594	6.0000	18.0000	3.3000	None	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7837	None	56.4457	55.6089	54.6		
CITY OF VALE																		
74-130 Yale Public	24,854,997	6.0000	18.0000	7.0000	None	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7837	None	55.9972	55.9847	53.3656		
A=Senior Citizen .5000 B=Drug Task Force .2837 C=Library .5000 D=Parks, Rec. .5000 S=Sewer/Water Debt 2.6100																		
T=Sewer Oper. 2.2269 U=Waste Water Plant 1.2400 V=Sewer/Streets 4.1100 W=Refuse 1.4000 X=Roads 1.5000																		
Y=Capital Improvement 1.2000 Z=Bus .6480 a=Streets 2.0000 b=Refuse 2.8344 c=Water 1.8211																		
d=Sewer .8148 e=Sewer Separation .2718 f=Streets .8288																		

1998 TOTAL TAX RATE OF 53 TAX LEVYING JURISDICTIONS WITH CHANGE FROM 1997 RATE
Changes Expressed as Dollars per \$1,000 of Taxable Value

1998 RATE	CHANGE	JURISDICTION	1998 RATE	CHANGE	JURISDICTION
7.1706	0.0306	St. Clair County	16.0264	(0.0984)	City of Memphis (c)
1.6458	(0.0046)	Berlin Twp. (c)	16.8200	0	City of Port Huron
4.0990	(0.0423)	Brockway Twp. (c)	17.0868	(0.4938)	City of St. Clair (c)
2.2628	(0.0213)	Burtchville Twp. (c)	12.9383	(0.0181)	City of Yale (c)
0.8378	(0.0039)	Carco Twp. (c)	22.8190	(0.3851)	Village of Capac (c)
2.0000	0	China Twp.	5.6067	(0.2983)	Village of Emmett (b) (c)
0.6200	0	Clay Twp.	26.0000	0	Port Huron Area Schools 74-010
1.0203	0.2417	Clyde Twp. (c)	27.2500	0	Algonac Community Schools 74-030
0.8495	(0.0058)	Columbus Twp. (c)	27.9000	(0.5000)	Capac Community Schools 74-040
0.7942	(0.0049)	Cottrellville Twp. (c)	27.3000	1.3000	East China Schools 74-050
3.8966	0.5651	East China Twp.	26.6656	(0.2844)	Marysville Public Schools 74-100 (c)
1.6271	(0.0251)	Emmett Twp. (c)	24.9083	(0.0593)	Memphis Community Schools 74-120 (c)
1.3849	0	Fort Gratiot Twp.	31.0000	0	Yale Public Schools 74-130
5.0486	(0.1794)	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
2.5448	0.1507	Ira Twp. (c)	2.0000	0	P.H. DOWNTOWN DEVELOPMENT AUTHORITY
2.4987	(0.0238)	Kenockee Twp. (c)	0.6480	0	Blue Water Area Transportation
0.8602	0.0000	Kimball Twp.	30.6904	(0.3096)	Anchor Bay Schools 50-040 (c)
1.9272	(0.0148)	Lynn Twp. (c)	28.7500	0	Richmond Community Schools 50-180
2.0900	(0.0015)	Mussey Twp. (c)	30.9910	(0.0090)	Armada Area Schools 50-050 (c)
5.2682	(0.0156)	Port Huron Twp. (c)	31.4575	(0.8989)	Almont Community Schools 44-020 (c)
0.8204	(0.0141)	Riley Twp. (c)	25.1800	0.4000	Brown City Community Schools 76-060
0.8293	(0.0015)	St. Clair Twp. (c)	27.0000	(1.0000)	Croswell-Lexington Comm. Schools 76-080
0.8108	(0.0157)	Wales Twp. (c)	2.0363	(0.0004)	Macomb County Interim. & Sp. Ed (c)
15.6846	1.1100	City of Algonac (c)	3.1978	(0.0245)	Lapeer Co. Interim., Sp., & Voc. Ed. (c)
22.7500	(0.5000)	City of Marine City (c)	2.7359	(0.0157)	Sanilac Co. Interim., Sp., & Voc. Ed. (c)
16.8100	0	City of Marysville (c)			

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

RESOLUTION NO. 98-42
COUNTY BOARD OF COMMISSIONERS
OF THE COUNTY OF ST. CLAIR

AUTHORIZING THE COUNTY DEPARTMENT OF PUBLIC WORKS

TO PROCEED WITH A PROJECT

EAST CHINA/CHINA TOWNSHIP - WATER DISTRICT III - Series '99

Minutes of a Regular meeting of the County Board of Commissioners of the County of St. Clair, Michigan, held in said county on the 11 day of November, 1998, at 7:30 o'clock p.m., prevailing Eastern Time.

PRESENT: Members Acciavatti, Bacon, Masters, Wall, Wismer, Keegan

ABSENT: Members Quain

The following preamble and resolution were offered by Member Masters and supported by Member Wall.

WHEREAS, the Charter Townships of China and East China (together, the "Townships") presented to the St. Clair County Board of Public Works separate requests that the County of St. Clair through the Department of Public Works issue bonds in the approximate aggregate total amount of \$7,500,000, payable from contractual payments to be made by the Townships to the County of St. Clair through said Department of Public Works, which contractual payments will be secured by a pledge of the Townships' unlimited tax full faith and credit, and secured secondarily by a pledge of the County's limited tax full faith and credit, said bonds to finance costs of acquiring, constructing and equipping necessary water system improvements to service the Townships, including a new water filtration plant and additions, extensions and improvements to the Townships' water transmission system (the "Project"); and

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

As Engineers: Wade-Trim, Inc.
Taylor, Michigan

4. The Townships 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 Project not be completed for any reason whatsoever.

5. This Board hereby estimates the total cost of completing the Project to be \$7,500,000 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 Townships 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 Townships in order to commence promptly a portion of the Project necessary for the public health and later reimbursement to the Townships 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 Bacon, Masters, Wall, Wismer, Keegan

NAYS: Members None

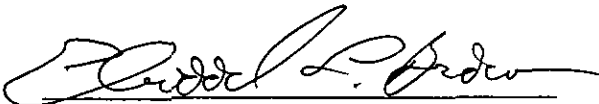
ABSTAIN: Member Acciavatti (Possible conflict of interest)

RESOLUTION DECLARED ADOPTED.

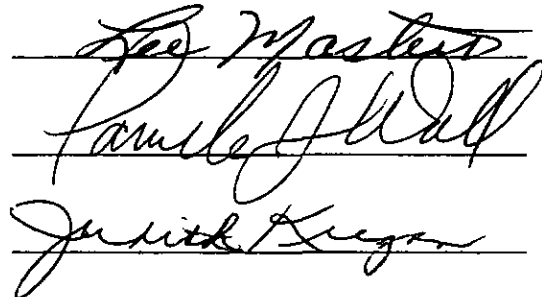
County Clerk

DATED: November 11, 1998

Reviewed and Approved as to form:



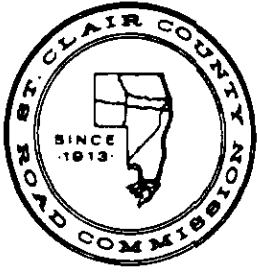
ELWOOD L. BROWN
County Corporation Counsel
301 County Building
Port Huron, MI 48060



I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the County Board of Commissioners of the County of St. Clair, Michigan, at a _____ meeting held on _____, 1998, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

County Clerk

DELIB:2020775.1\078015-00077



COUNTY OF ST. CLAIR

ROAD COMMISSION • PUBLIC WORKS


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

Phone: (810) 364-5720

Fax: (810) 364-9050

MEMORANDUM

TO: Don Dodge, County Administrator

FROM:  Don M. Maronde, Director

DATE: November 4, 1998

SUBJECT: East China/China Township - Water District III - Series '99

We have received resolutions from both East China Charter Township and China Charter Township requesting the DPW's assistance in financing and constructing improvements to their water filtration plant and additions, extensions and improvements to their water transmission system. Both municipalities held successful elections to get support from their residents on proceeding with the project.

The project is estimated at \$7,500,000 and will be financed through the Drinking Water Revolving Fund. The bond sale is not anticipated until early 1999 with construction to begin in the fall of 1999.

The Board of Public Works, at a regular meeting held last night, approved the resolution recommending the project to the County Board of Commissioners and requesting authorization to proceed.

Please place this item on your next agenda. The sample resolution is enclosed as well as copies of the approved resolutions from the various entities. If you have any questions, please do not hesitate to call me.

sb
Encl.

RESOLUTION NO. 98-24

BOARD OF PUBLIC WORKS
OF THE COUNTY OF ST. CLAIR

RECOMMENDING PROJECT TO COUNTY BOARD OF COMMISSIONERS
WATER DISTRICT III - SERIES '99

Minutes of a Regular meeting of the Board of Public Works of the County of St. Clair, Michigan held in said county on the 3rd day of November, 1998, at 7:15 o'clock p.m., prevailing Eastern Time.

PRESENT: Members: Blumerich, Hool, LaLonde

ABSENT: Members: None

The following preamble and resolution were offered by Member Hool and supported by Member LaLonde.

WHEREAS, the Charter Townships of China and East China (together, the "Townships") have presented to this Board separate requests that the County of St. Clair through the St. Clair County Department of Public Works issue bonds in one or more series in the approximate aggregate total amount of \$7,500,000, payable from contractual payments to be made by the Townships to the County of St. Clair through said Department of Public Works to finance the costs of constructing water system improvements to service the Townships, such improvements to consist of a new water filtration plant and additions, extensions and improvements to the Township's water transmission system, together with necessary site improvements and all related appurtenances and attachments thereto (the "Project"); and

WHEREAS, it is not financially desirable for said project to be undertaken by the Townships alone; and

WHEREAS, said Project is necessary for the public health, safety and welfare of the Townships and the inhabitants thereof; and

WHEREAS, this Board has further determined that the Project is conducive to the health, safety and welfare of the County of St. Clair in general;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This Board does hereby recommend to the Board of Commissioners of the County of St. Clair that the Board of Commissioners give its approval to the completion of the aforesaid Project and authorize this Board to undertake the financing and construction of the completion of the Project; subject, however, to final approval of the Board of Commissioners upon submission to said Board of the documents evidencing agreement between the Townships and the St. Clair County Department of Public Works acting for and on behalf of the County of St. Clair for the acquisition, construction, financing and operation of the Project. The Townships have each conducted successful elections to approve the payment of the contractual payments for the Project improvements and the Townships will pledge their unlimited tax full faith and credit to the payment of the Township's contractual obligations to the County of St. Clair, requiring each Township to levy taxes annually to the extent necessary to provide funds to meet all or part of their respective contractual obligations when due. This Board further recommends that the limited tax full faith and credit of the County be pledged as secondary security for the bonds and that the County apply to the Michigan Department of Treasury for prior approval or for an order providing exception from prior approval for the bonds.

2. Upon approval of the St. Clair County Board of Commissioners, the St. Clair County Department of Public Works shall enter into negotiations with said Townships and other parties involved for the execution of contracts covering the completion of the acquisition, construction, financing and operation of the Project.

3. The said Townships and the St. Clair County Department of Public Works recommend the employment of the following consultants already working with the Townships 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

As Engineers: Wade-Trim, Inc.
Taylor, Michigan

4. The Board hereby estimates the total cost of constructing the Project to be \$7,500,000 including all engineering fees, financing costs and contingencies, such estimate subject, however, to revision upon submission of the final determination for the completion of the Project.

5. All agreements between this Board and the Townships shall be subject to final approval and ratification by the Board of Commissioners of the County of St. Clair.

6. This Board hereby approves the advancement of funds from the Townships in order to commence promptly a portion of the completion of the Project necessary for the public health and later reimbursement to the Townships from bond proceeds.

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

AYES: Members: Blumerich, Hool, LaLonde

ABSENT: Members: 0

NAYS: Members: 0

RESOLUTION DECLARED ADOPTED.



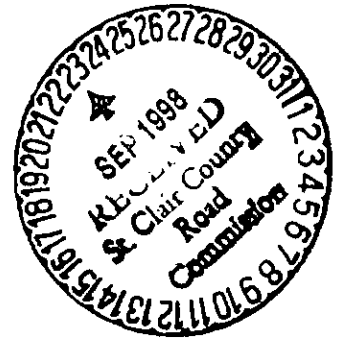
Deputy Secretary

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Public Works of the County of St. Clair, Michigan at a _____ Regular meeting held on November 3, 1998, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.


Deputy Secretary

RESOLUTION
No. 10-98

Charter Township of China
County of St. Clair, Michigan



Minutes of a regular meeting of the Board of Trustees of the Charter Township of China, County of St. Clair, State of Michigan, held at the Township Hall on the 21st day of September, 1998, at 7:30 p.m. Eastern Daylight Savings Time.

PRESENT: Allen, Neiman, Wallace, Schwehofer, Markel, Green and Lindsay

ABSENT: None

The following Resolution was offered by WALLACE and supported by SCHWEIHOFFER.

RESOLUTION
REQUESTING ASSISTANCE OF
THE DEPARTMENT OF PUBLIC WORKS OF ST. CLAIR COUNTY
IN FINANCING AND CONSTRUCTING PUBLIC WORKS
AUTHORIZED BY ACT 185, PUBLIC ACTS OF 1957, AS AMENDED

WHEREAS, China Charter Township (the "Township") has determined that it is necessary for the public health, safety and welfare of the Township to construct water system improvements to service the Township, such improvements to consist of extensions to the water system and all related appurtenances (the "Project"); and

WHEREAS, after extensive study, it has been determined that it is not desirable for China Charter Township to finance it's share of the Project alone; and

WHEREAS, the County of St. Clair has established a Department of Public Works (the "DPW") under the terms of Act 185, Public Acts of Michigan, 1957, as amended (the "ACT"), with authority to acquire and finance improvements such as the Project for public corporations within the County;

NOW THEREFORE, BE IT RESOLVED, THAT:

1. It is hereby determined that it is impracticable and financially undesirable for the Charter Township of China to undertake it's share of the project alone.
2. The Charter Township of China hereby requests the assistance of the DPW in the acquisition and financing of the Project under the terms of the Act.
3. The Charter Township of China hereby recommends that the DPW employ the following consultants already working with China Township in connection with the Project:

As Bond Counsel: Miller, Canfield, Paddock and Stone, P.L.C.

As Financial Consultants: Bendzinski and Company

As Engineers: Wade-Trim/Associates, Incorporated

4. The Township and all agents and employees shall cooperate with the DPW to the end that there may be issued as promptly as possible County of St. Clair bonds in the approximate amount of \$2,500,000.00, which amount will be sufficient to pay the presently estimated total cost China's of the Project. Said bonds shall be retired out of payments made by the Township to the County of St. Clair through the DPW in amounts fully sufficient to meet all principal and interest requirements thereon. County full faith and credit as second security for the bonds is also requested.
5. The Township hereby agrees to reimburse the County and the DPW for all expenses incurred in connection with it's share of the Project, should the financing and construction of the Project not be completed for any reason whatsoever.

6. The Township hereby authorizes the DPW to notify the Michigan Department of Treasury of the County's intent to issue the bonds described herein, to pay the related fee from funds to be received from the Township and to request an order providing an exception for the bonds from prior approval by the Department of Treasury.

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

AYES: ALLEN, NEIMAN, WALLACE, SCHWEIHOFFER, MARKEL, GREEN, LINSDAY

NAYS: NONE

ABSENT: NONE

RESOLUTION DECLARED ADOPTED


JULIE ANN WALLACE, CLERK
CHARTER TOWNSHIP OF CHINA

R E S O L U T I O N

Charter Township of East China
County of St. Clair, Michigan

Minutes of a regular meeting of the Township Board of the Charter Township of East China, County of St. Clair, Michigan, held in the Township Hall, on the 18th day of May, 1998, at 7:30 PM Eastern Daylight Savings Time.

PRESENT: Barker, Beaudua, Light, Parcell, Randolph and Smith.

ABSENT: Horn.

The following Resolution was offered by Member Smith supported by Member Barker.

RESOLUTION REQUESTING ASSISTANCE OF DEPARTMENT OF PUBLIC WORKS OF ST. CLAIR COUNTY IN FINANCING AND CONSTRUCTING PUBLIC WORKS AUTHORIZED BY ACT 185, PUBLIC ACTS OF 1957, AS AMENDED

WHEREAS, East China Charter Township (the "Township") has determined that it is necessary for the public health, safety and welfare of the Township to construct water system improvements to service the Township, such improvements to consist of extensions to the water system and all related appurtenances (the "Project"); and

WHEREAS, after extensive study, it has been determined that it is not desirable for East China Township to finance the Project alone; and

WHEREAS, the County of St. Clair has established a Department of Public Works (the "DPW") under the terms of Act 185, Public Acts of Michigan, 1957, as amended (the "ACT"), with authority to acquire and finance improvements such as the Project for public corporations within the County;

NOW THEREFORE, BE IT RESOLVED, THAT:

1. It is hereby determined that it is impractical and financially undesirable for East China Township to undertake the Project alone.
2. The Township hereby requests the assistance of the DPW in the acquisition and financing of the Project under the terms of the Act.

RESOLUTION 98-48

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

WHEREAS, the Michigan Nurses Association (MNA) is recognized by the Michigan Employment Relations Commission and the County of St. Clair as the exclusive representative of all registered nurses employed by the County; and

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

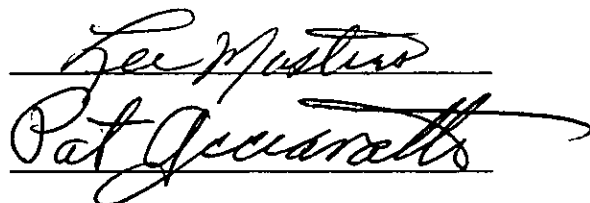
NOW, THEREFORE, BE IT RESOLVED, that the Collective Bargaining Agreement (Attached Exhibit "A"), for the period January 1, 1998 through December 31, 2001 is hereby approved and adopted.

DATED: October 28, 1998

Reviewed and Approved by:



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



RESOLUTION 98 -47

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.

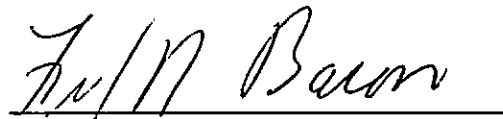
NOW, THEREFORE, BE IT RESOLVED, that the payment of any interest which may be due and owing to the County from the 1998 Tax collections, is hereby waived.

DATED: October 28, 1998

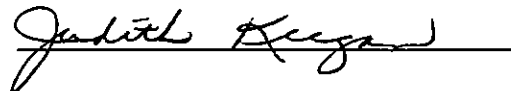
Reviewed and Approved by:



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







RESOLUTION 98-46

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 1999, 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.

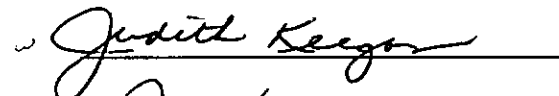


3) All resolutions and parts of resolutions in conflict with this Resolution are, to the extent of the conflict, hereby rescinded.

DATED: October 28, 1998

Reviewed and approved by:



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

RESOLUTION 98-45

County Board of Commissioners
County of St. Clair, Michigan

RESOLUTION AUTHORIZING
1998 WATER SUPPLY SYSTEM NO. II-A BONDS
(General Obligation Limited Tax)

WHEREAS, the County of St. Clair (the "County") has previously established the St. Clair County Water Supply System (Township of Clay) (the "System") within the Township of Clay (the "Township") as authorized by Act 185, Public Act of Michigan, 1957, as amended ("Act 185"); and

WHEREAS, the duly established Board of Public Works of the County (the "DPW") was designated to administer the System under the provisions of Act 185 for and on behalf of the County, with all the rights, powers and duties as specified in Act 185; and

WHEREAS, pursuant to the provisions of Act 185 the County through the DPW and the Township did enter into a certain contract dated April 15, 1991 (the "Contract"), for the acquisition, construction and financing of various extensions and additions to the System, together with all necessary and related appurtenances, attachments, works, instrumentalities, land, rights in land and properties used or useful in connection with the operation of the System; and

WHEREAS, pursuant to the Contract, the County issued its St. Clair County Water Supply System No. II-A Bonds (General Obligation Limited Tax) dated June 1, 1991 (the "Prior Bonds"), in the original aggregate authorized amount of \$2,200,000; and

WHEREAS, the Township and the DPW have been advised that conditions in the bond market have now improved to the point that the Prior Bonds could be refunded at a considerable savings; and

WHEREAS, Chapter VI of Act 202, Public Acts of Michigan, 1943, as amended, the Municipal Finance Act ("Act 202"), permits the County to refund all or part of the funded indebtedness of the County; and

WHEREAS, the Township and the DPW have determined that it is in the best interest of the Township and the County to refund the Prior Bonds, and the DPW has recommended to this Board of Commissioners that such refunding be undertaken; and

WHEREAS, a Refunding Contract dated as of October 14, 1998 (the "Refunding Contract") has been prepared pursuant to authority of Act 202 and Act 185 providing for the implementation of such refunding program and for other details in connection therewith, said Refunding Contract being attached hereto in full and made a part of this resolution pursuant to law; and

WHEREAS, all things necessary for the authorization of such refunding bonds pursuant to the provisions of law have been done, and the County is now empowered and desires to authorize the issuance of such refunding bonds; and

WHEREAS, the County and the DPW have received a proposal from First of Michigan Corporation (the "Underwriter") to purchase the refunding bonds.

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

1. Execution and delivery of the Refunding Contract by the DPW on behalf of the County is hereby approved, ratified and confirmed.

1. For the purpose of raising all or a portion of the money to refund all or a portion of the Prior Bonds, and pursuant to authority of Act 185 and Act 202, there shall be issued refunding bonds of the County (the "Refunding Bonds") as hereinafter set forth. The Refunding Bonds shall be designated 1998 Water Supply System No. II-A Refunding Bonds (General Obligation Limited Tax) and shall be in the aggregate principal amount of not to exceed One Million Six Hundred Thousand Dollars (\$1,600,000) as finally determined upon sale thereof, consisting of bonds registered as to principal and interest of the denomination of \$5,000 or integral multiples of \$5,000, dated as of the date of delivery thereof or such other date as may be approved by the DPW at the time of sale of the Refunding Bonds, numbered as determined by the Transfer Agent (as herein defined) and maturing serially in such years as shall be determined at the time of sale thereof. The Refunding Bonds shall mature in the principal amounts as determined by the DPW upon sale thereof. The Refunding Bonds shall bear interest at a rate or rates to be determined upon sale, but in any event not exceeding 6.5% per annum, payable on dates determined at the time of sale. The Refunding Bonds shall be sold at a price not less than 98.00% of the par value of the Refunding Bonds.

Interest shall be paid by check drawn on the Transfer Agent mailed to the registered owner of the Refunding Bonds at the registered address, as shown on the registration books of the County maintained by the Transfer Agent. Interest shall be payable to the registered owner of record as of the fifteenth day of the month prior to the payment date for each interest payment or the first day of the month, if the payment date is the fifteenth day of the month. The date of determination of registered owner for purposes of payment for interest as provided in this paragraph may be changed by the County to conform to market practice in the future. The principal of the Refunding Bonds shall be payable at a bank or trust company to be approved by the DPW at the time of sale as a registrar and transfer agent (the "Transfer Agent"). The County may select another bank or trust company located in the State of Michigan to serve as transfer agent upon notice to the registered owner of the Refunding Bonds not less than sixty (60) days prior to an interest payment date.

The Refunding Bonds may be issued in book-entry-only form through The Depository Trust Company in New York, New York ("DTC"), and the County Treasurer is authorized to execute such custodial or other agreement with DTC as may be necessary to accomplish the issuance of the Refunding Bonds in book-entry-only form and to make such changes in the bond form within the parameters of this Resolution as may be required to accomplish the foregoing.

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

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

2. The Chairperson of the Board of Commissioners and the County Clerk are hereby authorized and directed to execute said Refunding Bonds by means of their manual or facsimile signatures when issued and sold for and on behalf of the County and to cause to be imprinted or impressed thereon the seal of the County. No Refunding Bond of this series shall be valid until authenticated by an authorized officer of the Transfer Agent. The Refunding Bonds shall be delivered to the Transfer Agent for authentication and shall then be delivered to the purchaser upon payment of the purchase price for the Refunding Bonds in accordance with the bond purchase agreement. Executed blank bonds for registration and issuance to transferees shall simultaneously, and from time to time thereafter as necessary, be delivered to the Transfer Agent for safekeeping.

3. The Refunding Bonds and the interest thereon shall be payable primarily from the contractual payments of the Township received by the DPW on behalf of the County, for the payment of which the Township has in the Refunding Contract pledged its limited tax full faith and credit pursuant to the provisions of Act 185. The Township has covenanted and agreed to levy taxes annually to the extent necessary to provide the funds to meet its contractual payments when due in anticipation of which the Refunding Bonds are issued, which taxes shall be limited to applicable constitutional, statutory and charter limitation. All of such contractual payments are hereby pledged solely and only for the payment of principal of and interest on the Refunding Bonds. Pursuant to the authorization provided in the Act, the full faith and credit of the County is hereby pledged for the prompt payment of the principal of and interest on the Refunding Bonds as the same shall become due. If for any reason there are not sufficient funds on hand from the Contractual Payments to pay the principal of and interest on the Refunding Bonds when due, upon written notification by the DPW to the County Treasurer of the amount of such deficiency, the County Treasurer shall promptly deposit into the debt retirement fund for said bonds the amount of such deficiency out of general funds of the County. If it become necessary for the County to so advance any such moneys, it shall be entitled to reimbursement from any surplus from time to time existing in the fund which said principal and interest are primarily liable, or from any other legally available source. The County recognizes and covenants that its full faith and credit pledge hereunder is a first budget obligation, and, to the extent necessary to provide funds to meet such pledge herein provided, it is obligated to levy ad valorem taxes against the taxable property in the County, which taxes, however, shall be subject to statutory and constitutional limitations.

The security provided by this resolution shall continue until payment in full of the principal of and the interest on all the Refunding Bonds, or, until sufficient cash or non-callable direct obligations of the United States of America or non-callable direct obligations of the principal of and interest on which is fully guaranteed by the United States of America, not redeemable at the option of the County, the principal and interest payments on which, without reinvestment of interest, come due at such times and in such amounts as to be fully sufficient to pay, when due, the principal of, redemption premium, if any, and interest on the Refunding Bonds on the stated maturity date or earlier redemption, shall have been deposited in trust for payment in full for all Refunding Bonds with respect to which this resolution is to be defeased to their maturity, or, if called for redemption to the date fixed for redemption. Upon such deposit the security herein created shall be terminated with respect to the Refunding Bonds, the holders of the Refunding Bonds shall have no further rights under this Resolution except for payment from the deposited funds, and the Refunding Bonds shall no longer be considered to be outstanding under this resolution.

4. It shall be the duty of the DPW, after the adoption of this resolution and the sale of the Refunding Bonds, to open a special depository account with a bank or trust company to be designated by the DPW to be designated Debt Retirement Fund - St. Clair County 1998 Refunding Bonds (Township of Clay), (the "Debt Retirement Fund"), into which account the DPW shall deposit all contractual payments as received and into which account any advances made by the Township pursuant to Section 4 of this resolution shall be deposited. The moneys from time to time on hand in the Debt Retirement Fund shall be used solely and only for the payment of the principal of and interest and redemption premiums, if any, on the Refunding Bonds, or, to the extent of any surplus, to reimburse the Township for any advances made pursuant to Section 4 hereof. The accrued interest and premium, if any, received upon delivery of the Refunding Bonds shall also be deposited in the Debt Retirement Fund. The Township and the DPW may agree that the Township may make contractual payments constituting payments of principal of and interest on the Refunding Bonds directly to the Transfer Agent, and such contractual payments shall be deemed to have been paid to the DPW, and the Township shall be credited with such payment.

5. The proceeds of the Refunding Bonds, along with certain cash to be made available pursuant to the Refunding Contract, shall be used to pay the costs of issuance thereof and to secure payment of the Prior Bonds as provided in this paragraph. Upon receipt of such proceeds the accrued interest and premium, if any, shall be deposited in the Debt Retirement Fund. From such proceeds there shall next be set aside a sum sufficient to pay the costs of issuance of the Refunding Bonds.

The balance of the proceeds of the Refunding Bonds shall be deposited in an escrow fund (the "Escrow Fund") consisting of cash and investments in direct obligations of or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America or other obligations the principal of and interest on which are fully secured by the foregoing and used to pay principal, interest and redemption premiums on the Prior Bonds. The Escrow Fund shall be held by a bank or trust company qualified to do business in Michigan pursuant to an escrow agreement (the "Escrow Agreement") which shall irrevocably direct the Prior Bonds Transfer Agent to take all necessary steps to pay the principal of and interest on the Prior Bonds being refunded when due, and to call the Prior Bonds being refunded for redemption on the first date such Prior Bonds may be called for redemption. The DPW be and is hereby directed to select an Escrow Agent to serve pursuant to the Escrow Agreement. The Chairperson or Secretary of the DPW be and are hereby directed to execute the Escrow Agreement in behalf of the County. The amounts held in the Escrow Fund shall be such that the cash and investments and income received thereon will be sufficient without reinvestment to pay the principal, interest and redemption premiums on the Prior Bonds when due at maturity or call for redemption as required by this Section. Following establishment of the Escrow Fund, any debt retirement funds held by the DPW or the Township for the Prior Bonds shall be transferred to the Debt Retirement Fund for the Refunding Bonds.

6. The Refunding Bonds shall be substantially in the following form:

R-___

United States of America
State of Michigan
COUNTY OF ST. CLAIR

1998 WATER SUPPLY SYSTEM NO. II-A REFUNDING BOND
(General Obligation Limited Tax)

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the County or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the Registered Owner hereof, Cede & Co., has an interest herein.

<u>Interest Rate</u>	<u>Date of Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
___%	___ 1, ___	_____, 199__	

Registered Owner:

Principal Amount: _____ (\$_____) Dollars

The County of St. Clair, State of Michigan (the "County"), for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America, on the Date of Maturity specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on _____ 1, 199__ and semiannually thereafter. Principal of this bond is payable at the principal corporate trust office of _____, _____, Michigan, or such other transfer agent as the County may hereafter designate by notice mailed to the Registered Owner not less than sixty (60) days prior to a payment date (the "Transfer Agent"). Interest on this bond is payable to the Registered Owner of record as of the fifteenth (15th) day of the month preceding the interest payment date as shown on the registration books of the County kept by the Transfer Agent by check or draft mailed to the Registered Owner at the registered address.

This bond is payable primarily from the proceeds of contractual payments to be paid by the Township of Clay (the "Township"), located in the County of St. Clair, Michigan, to the Board of Public Works, acting for and on behalf of the County, pursuant to a certain contract between the County and the Township dated April 15, 1991 whereby said Board of Public Works, on behalf of the County, is to construct water supply system improvements to service said Township, said system designated as the "St.

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

Clair County Water Supply System (Township of Clay)," as supplemented by a Refunding Contract dated as of October 14, 1998. By the provisions of said contracts and pursuant to the authorization provided by law, the Township has pledged its full faith and credit for the payment of its contractual payments. The County has irrevocably pledged to the payment of this bond the total contractual payments, which said total payments are established in the amount required to pay the principal of and interest on this bond when due. As additional security for the payment of this bond, the County, pursuant to the provisions of Act 185, Public Acts of Michigan, 1957, as amended, and a vote of at least three-fifths (3/5) of the members-elect of its Board of Commissioners, has pledged its full faith and credit for the prompt payment of the principal of and interest thereon.

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

This bond is one of a total authorized issue of bonds of even Date of Original Issue, aggregating the principal sum of \$ _____, issued pursuant to a resolution duly adopted by the Board of Commissioners of the County on October 14, 1998 and under and in full compliance with the Constitution and statutes of the State of Michigan, including specifically Act 185, Public Acts of Michigan, 1957, as amended, and Act 202, Public Acts of Michigan, 1943, as amended, for the purpose of refunding bonds previously issued by the County. The bonds being refunded were issued for the purpose of constructing water supply system improvements to service the Township. For a complete statement of the funds from which and the conditions under which this bond is payable, and the general covenants and provisions pursuant to which this bond is issued, reference is made to the above described resolution.

Bonds of this issue maturing on or before _____ 1, _____ are not subject to redemption prior to maturity.

Bonds of this issue or portions thereof in multiples of \$5,000 maturing on or after _____ 1, _____ shall be subject to redemption prior to maturity at the option of the County in such order as the County shall determine and within any maturity by lot, on any interest payment date on or after _____ 1, _____ at a redemption price equal to the principal amount thereof, without premium, together with interest thereon to the redemption date.

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

Notice of redemption shall be given to the registered owners of bonds to be redeemed by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the Registered Owner at the address of the Registered Owner as shown on the registration books of the County. No further interest on bonds or portions of bonds called for redemption shall accrue after the date fixed for redemption, whether the bonds have been presented for redemption or not, provided the County has money available for such redemption.

This bond is transferable only by the Registered Owner of record in person, or by the Registered Owner's attorney duly authorized in writing, upon the registration books of the County kept by the Transfer Agent. Upon the surrender of this bond together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the Registered Owner or the Registered Owner's attorney duly authorized in writing, a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolution authorizing this bond and upon the payment of the charges, if any, therein prescribed.

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

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

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

COUNTY OF ST. CLAIR

[manual or facsimile
By signature to appear here
Chairperson, Board of Commissioners

[manual or facsimile
By signature to appear here
County Clerk

[FORM OF TRANSFER AGENT'S CERTIFICATE OF AUTHENTICATION]

Certificate of Authentication

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

Transfer Agent

By _____
Authorized Signatory

Date of Authentication: _____

[Standard form of Assignment to be inserted]

7. Nothing contained in this resolution or the Refunding Contract shall be construed to prevent the County from issuing additional bonds under the provisions of Act 185 for any of the purposes authorized by Act 185, but any such bonds shall in no way have any lien on or be payable out of the contractual payments pledged to the payment of the Refunding Bonds.

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

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

(a) The County and the DPW, as agent of the County, will punctually perform all of their obligations and duties under this resolution and the Refunding Contract, including all collection, segregation and application of the contractual payments in the manner required by the provisions of this resolution.

(b) The County and the DPW, as the agent of the County, will apply and use the proceeds of the sale of the Refunding Bonds for the purposes and in the manner required by the Refunding Contract and this resolution. The County will maintain and keep proper books of record and account relative to the application of such proceeds and the contractual payments received pursuant to the Refunding Contract or advanced by the County. Not later than three (3) months after the end of each year, the DPW shall cause to be prepared a statement, in reasonable detail, sworn to by its chief accounting officer, showing the application of the proceeds of the sale of the Refunding Bonds, the cash receipts from the contractual payments or advances by the County during such year, and the application thereof, and such other information as may be necessary to enable any taxpayer or any holder or owner of the Refunding Bonds, or anyone acting in their behalf, to be fully informed as to all matters pertaining to the application of funds therefor or for the payment of Refunding Bonds during such year. A certified copy of said statement shall be filed with the County Clerk and the Clerk of the Township and a copy shall also be sent to the Purchaser.

10. The DPW is hereby designated, for and on behalf of the County, to (a) prepare and submit application to the Michigan Department of Treasury for its approval of the issuance of the Refunding Bonds and any related waivers including requirements for a good faith check in connection with sale of the Refunding Bonds and a public sale of the Refunding Bonds, (b) approve and execute a bond purchase agreement with the Underwriter finalizing the details of the Refunding Bonds within the authorized parameters of this resolution; (c) approve the circulation of a preliminary and a final official statement describing the Refunding Bonds; and (d) do all other acts and take all other necessary procedures required to effectuate the sale, issuance and delivery of the Refunding Bonds.

11. The Chairperson of this Board, County Clerk, County Treasurer, members, staff, counsel, DPW and their staff, counsel, and bond counsel for the County, or any of them, are authorized on behalf of the County to apply for such rulings, order and approvals and file or submit such elections or other documents to any governmental agency in order that the Refunding Bonds may be validly issued and the interest thereon be exempt from federal income taxation and are further hereby authorized to execute, date

and deliver such other certificates, documents, instruments, and opinions and other papers as may be necessary or convenient to effectuate the sale and delivery of the Refunding Bonds.

12. In order to enable the Underwriter of the Refunding Bonds to comply with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission, the County hereby agrees to undertake Continuing Disclosure. Pursuant to the terms of the Continuing Disclosure Undertaking, the County would provide, or cause to be provided, (i) certain annual financial information and operating data, including audited financial statements for the preceding fiscal year, (ii) timely notice of the occurrence of certain material events with respect to the Refunding Bonds, and (iii) timely notice of a failure by the County to provide the required annual financial information on or before the date required in the Continuing Disclosure Undertaking. The County Treasurer shall execute such Continuing Disclosure Undertaking on behalf of the County in such form as she shall, in consultation with bond counsel, determine to be appropriate.

13. If the Refunding Bonds are issued in a calendar year occurring in which the County reasonably expects to issue less than \$10,000,000 of tax exempt obligation, the DPW may designate the Refunding Bonds as "qualified tax exempt obligations" for purposes of deduction by financial institutions.

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

15. This resolution shall become effective immediately upon its passage.

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the County Board of Commissioners of the County of St. Clair, at a regular meeting held on October 14, 1998, at 7:30 o'clock p.m., prevailing Eastern Time, 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 267.

If the above meeting was a Special meeting, I further certify that notice of said Special meeting was given to each member of the County Board of Commissioners in accordance with the rules of procedure of the County Board of Commissioners.

I further certify that the following Members were present at said meeting: Acciavatti, Bacon, Masters, Quain, Wall, Wismer, and Keegan and that the following Members were absent: None.

I further certify that Member Wall moved for adoption of said resolution and that Member Wismer supported said motion.

I further certify that the following Members voted for adoption of said resolution: Acciavatti, Bacon, Masters, Quain, Wall, Wismer and Keegan, which Members constitute at least three-fifths (3/5) of the members-elect of the Board of Commissioners, and that the following Members voted against adoption of said resolution: None.

Marilyn Duro
County Clerk

DATED: October 14, 1998

DELID:2017474.P078011-00019

REVIEWED AND APPROVED BY:

Elwood L. Brown

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

Samuel J. Wall

Lee Masters

Pat Acciavatti

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

RESOLUTION NO. 98-22

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

RESOLUTION APPROVING
REFUNDING CONTRACT AND BOND RESOLUTION

WHEREAS, the Board of Public Works (the "Board of Public Works") has been established by the County of St. Clair (the County") under the terms of Act 185, Public Acts of Michigan, 1957, as amended ("Act 185"), with authority to acquire and finance improvements for public corporations within the County through the establishment of a water supply and distribution system in the Township of Clay (the "Township");

WHEREAS, the County has previously established the St. Clair County Water Supply System No. II-A (the "System") within the Township as authorized by Act 185; and

WHEREAS, the Board of Public Works was designated to administer the System under the provisions of Act 185 for and on behalf of the County, with all the rights, powers and duties as specified in Act 185; and

WHEREAS, pursuant to the provisions of Act 185 the County through the Board of Public Works and the Township entered into a contract dated April 15, 1991 (the "Contract"), for the acquisition, construction and financing of various extensions and additions to the System, together with all necessary and related appurtenances, attachments, works, instrumentalities, land, rights in land and properties used or useful in connection with the operation of the System; and

WHEREAS, pursuant to the Contract, the County issued its St. Clair County Water Supply System No. II-A Bonds (General Obligation Limited Tax) dated June 1, 1991 (the "Prior Bonds"), in the original aggregate authorized amount of \$2,200,000; and

WHEREAS, the Township and the Board of Public Works have been advised that conditions in the bond market have now improved to the point that the Prior Bonds could be refunded at a considerable savings; and

WHEREAS, Chapter VI of Act 202, Public Acts of Michigan, 1943, as amended, the Municipal Finance Act ("Act 202"); permits the County to refund all or part of the funded indebtedness of the County; and

WHEREAS, the Township and the Board of Public Works have determined that it is in the best interest of the Township and the County to refund the Prior Bonds, and the Board of Public Works has recommended to the Board of Commissioners that such refunding be undertaken; and

WHEREAS, a Refunding Contract dated as of October 14, 1998 (the "Refunding Contract") has been prepared pursuant to authority of Act 202 and Act 185 providing for the implementation of such refunding program and for other details in connection therewith, said Refunding Contract being attached hereto in full and made a part of this resolution pursuant to law; and

WHEREAS, the Refunding Contract has been duly approved by resolution of the Township Board of the Township and duly executed on its behalf;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Refunding Contract between the County of St. Clair, by and through its Board of Public Works, and the Township providing for the issuance of Refunding Bonds as described above is hereby approved, and the Chairperson of this Board of Public Works is authorized and directed to transmit such approval to the County Board of Commissioners with the recommendation of this Board of Public Works that the Refunding Contract and bond resolution be approved and adopted for and on behalf of the County.

1. The Chairperson and Secretary of this Board of Public Works are authorized and directed to execute the Refunding Contract for and on behalf of the County subject to approval and adoption thereof by the Board of Commissioners.

2. The Refunding Contract will become effective and binding in accordance with its terms sale of the Refunding Bonds as described herein upon and final approval and ratification thereof by the County Board of Commissioners, such final approval and ratification to be given by adoption by the County Board

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of Commissioners of the resolution authorizing the issuance of Refunding Bonds of the County pursuant to the Contract.

3. Either the Chairperson or the Secretary of this Board of Public Works are authorized and directed to apply to the Michigan Department of Treasury for an order granting prior approval for the Refunding Bonds, and any waivers related therefor.

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.

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Public Works of the County of St. Clair, Michigan, at a regular meeting held on October 6, 1998, at 10:14 o'clock p.m., prevailing Eastern Time, 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 267.

If the above meeting was a Special meeting, I further certify that notice of said Special meeting was given to each member of the Board of Public Works in accordance with the rules of procedure of the Board of Public Works.

I further certify that the following Members were present at said meeting: Commissioners Blumerich, LaLonde, Hool and that the following Members were absent: 0.

I further certify that Member Hool moved for adoption of said resolution and that Member LaLonde supported said motion.

I further certify that the following Members voted for adoption of said resolution: Blumerich, LaLonde, Hool and that the following Members voted against adoption of said resolution: 0.

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

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

REFUNDING CONTRACT

THIS CONTRACT, made and entered into as of the 14th day of October, 1998 (the "Refunding Contract"), by and among the COUNTY OF ST. CLAIR, a Michigan county (the "County"), by its BOARD OF PUBLIC WORKS (the "DPW"), under the provisions of Act 202, Public Acts of Michigan, 1943, as amended ("Act 202"), and Act 185, Public Acts of Michigan, 1957, as amended ("Act 185") (Act 202 and Act 185 together the "Acts"), and the TOWNSHIP OF CLAY, a Michigan municipal corporation located in the County (the "Township").

WITNESSETH:

WHEREAS, as authorized by Act 185, the County has previously established the St. Clair County Water Supply System No. II-A (the "System") within the Township; and

WHEREAS, the duly established Board of Public Works of the County was designated to administer the System under the provisions of Act 185 for and on behalf of the County, with all the rights, powers and duties as specified in Act 185; and

WHEREAS, pursuant to the provisions of Act 185, the County through the DPW and the Township did enter into a certain contract dated April 15, 1991 (the "Contract"), for the acquisition, construction and financing of various extensions and additions to the System, together with all necessary and related appurtenances, attachments, works, instrumentalities, land, rights in land and properties used or useful in connection with the operation of the System; and

WHEREAS, pursuant to the Contract, the County issued its St. Clair County Water Supply System No. II-A Bonds, Series 1991 (General Obligation Limited Tax) dated June 1, 1991 (the "Prior Bonds"), in the original aggregate authorized amount of \$2,200,000; and

WHEREAS, the County and the Township have been advised that conditions in the bond market have now improved to the point that the Prior Bonds could be refunded at a considerable savings; and

WHEREAS, it is the determination and judgment of the County, the DPW and the Township that the Prior Bonds should be refunded to secure for the Township the interest savings anticipated and thereby permit the operation of the System in a more economical fashion for the benefit of the users of the System and the taxpayers of the Township; and

WHEREAS, the execution of this contract (the "Refunding Contract") is necessary in order to implement a refunding program;

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

1. The County, the DPW and the Township hereby approve and confirm the refunding of all or a portion of the outstanding Prior Bonds under the provisions of the Acts in the manner provided by and pursuant to this Refunding Contract.

2. The County will issue a single series of refunding bonds (the "Refunding Bonds") in the total principal amount of not to exceed \$1,600,000 in order to pay all or a part of the costs of refunding all or a portion of the Prior Bonds. All costs of retiring the Prior Bonds and of issuing the Refunding Bonds, including payment of the principal of and interest on the Prior Bonds, underwriting discount, bond and other printing, administrative, legal expenses, credit enhancement costs, rating fees, trustee and paying agent, registrar and escrow agent, if any, fees and all related expenses shall be paid from the proceeds of sale of the Refunding Bonds or from cash amounts to be made available to pay such costs. Miller, Canfield, Paddock and Stone,

P.L.C. is hereby retained to act as bond counsel for the Bonds notwithstanding the periodic representation by Miller Canfield in unrelated matters of other potential parties to the issuance of the Bonds, and the Township and the County each hereby consent to their appointment as bond counsel. Bond Counsel is not retained to provide financial consultant services. First of Michigan Corporation, Detroit, Michigan, is hereby retained to act as senior managing underwriter for the Bonds, and the Township and the County each hereby consent to their appointment as *senior managing underwriter*, provided, however, that by execution of this Contract the County assumes no obligations or liability to the underwriter for any loss or damage that may result to the underwriter from the execution of this Contract, and all costs and expenses incurred by the underwriter in preparing for sale of the Bonds shall be paid from the proceeds of the Bonds, if the Bonds are issued, except as may be otherwise provided in the Bond Purchase Agreement to be signed by the County at the time of sale of the Bonds.

3. To carry out and accomplish the refunding in accordance with the provisions of Michigan law, the County and the DPW shall take the following steps:

(a) The DPW will submit to the Board of Commissioners of the County a resolution providing for the issuance of the Refunding Bonds in the aggregate principal amount of not to exceed \$1,600,000 (the "Refunding Bond Resolution"). The Refunding Bonds shall mature serially, as authorized by law, and will be issued in anticipation of the debt service installment payments required to be made by the Township as provided in the Contract and as hereinafter provided in this Refunding Contract and will be secured primarily by the contractual obligations of the Township to pay said installments when due, including interest. After due adoption of the Refunding Bond Resolution, the

DPW will take all legal procedures and steps necessary to effectuate the sale and delivery of the Refunding Bonds.

(b) The DPW, upon receipt of proceeds of sale of the Refunding Bonds, will comply with all provisions and requirements of law, the Refunding Bond Resolution and this Refunding Contract relative to the disposition and use of the proceeds of sale thereof.

(c) The County will use Refunding Bonds proceeds to refund the Prior Bonds, and shall not make any investments or take any other actions which would cause the Refunding Bonds herein authorized to be constituted as arbitrage bonds pursuant to any applicable federal statutes or regulations.

4. The full principal amount of the Refunding Bonds shall be charged to, and paid by, the Township to the DPW in annual principal installments, together with interest and other expenses as herein provided. It is understood and agreed that the Refunding Bonds of the County will be issued in anticipation of such payments by the Township.

It is agreed that the Township shall pay to the DPW the principal amounts of the Refunding Bonds six days prior to the annual maturity date of the Refunding Bonds (or on such other date as shall be agreed upon by the Township and the DPW), and in addition, as accrued interest on the principal installments remaining unpaid, an amount sufficient to pay all interest due on the next succeeding interest payment date shall be paid six days prior to each interest payment date on the Refunding Bonds (or on such other date as shall be agreed upon by the Township and the DPW). From time to time as the DPW is billed by the registrar/transfer/paying agent for the Refunding Bonds for their services, and as other costs and expenses accrue to the DPW from handling of the payments made by the Township or from

other action taken in connection with the Refunding Bonds, the DPW shall notify the Township of the amount of such fees, costs and expenses, and the Township shall, within thirty (30) days from such notification, remit to the DPW sufficient funds to pay such amounts. The Township shall pay to the County additional sums, if any, due and owing on the Refunding Bonds at such times and in such manner as shall be required by the terms of the Refunding Bonds.

The Township and the DPW may agree that the Township may make contractual payments constituting payments of principal of and interest on the Refunding Bonds directly to the Transfer Agent, and such contractual payments shall be deemed to have been paid to the DPW, and the Township shall be credited with such payment.

If the Refunding Bonds are redeemable prior to maturity at the option of the County, then the Township shall have the right to prepay the installments due under this Refunding Contract and thereby request that the DPW cause redemption of all or part of the Refunding Bonds as provided in the Refunding Bonds. The DPW shall cause such notice or notices of redemption to be made at the times and in the manner prescribed in the Refunding Bonds. Notwithstanding the foregoing, the obligation of the Township to make payments of principal and interest and premium for the Refunding Bonds shall continue hereunder until the Refunding Bonds are paid in full.

The DPW shall, within thirty (30) days after the delivery of the Refunding Bonds, furnish the Township with a complete schedule of said installments and the interest thereon and due dates and shall also, at least thirty (30) days prior to each due date, advise the Township, in writing, of the exact amount due on said date. The failure to give such notice shall not,

however, excuse the Township from making required payments when due under the provisions hereof.

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

5. The Township, pursuant to authorization of Section 12 of Act 185, hereby irrevocably pledges its full faith and credit for the prompt and timely payment of its obligations pledged for payment of the Refunding Bonds as expressed in this Refunding Contract. Pursuant to such pledge, if other funds are not available, the Township shall be required to pay such amounts from any of its general funds as a first budget obligation and shall each year levy an ad valorem tax on all the taxable property in the Township in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay such obligations under this Refunding Contract becoming due before the time of the following year's tax collections, such annual levy shall be limited as to rate or amount as provided by law and be in amount sufficient to pay such obligation under the Refunding Contract. The herein stated contractual commitments of the Township are expressly recognized as being for the purpose of providing funds to meet the respective contractual obligations of the Township in anticipation of which the Refunding Bonds hereinbefore referred to are issued. Nothing herein contained shall be construed to prevent the Township from using any, or any combination of, the means and methods provided in paragraph 2, Section 12 of Act 185 for the purpose of providing funds to meet its obligations under this Refunding Contract, and if at the time of making the annual tax levy there shall be other funds on hand earmarked and set aside for the payment of the

contractual obligations due prior to the next tax collection period, then such annual tax levy may be reduced by such amount.

The Township hereby acknowledges that it will use funds from all sources legally permitted by Act 185 for payment of the installments under this Refunding Contract.

6. Additional moneys over and above any of the payments specified in this Refunding Contract may be prepaid as provided in the Contract and other provisions of this Refunding Contract.

7. In the event that the Township shall fail for any reason to pay to the DPW at the times specified the amounts required to be paid by the provisions of this Refunding Contract, the DPW shall immediately give notice of such default and the amount thereof, in writing, to the Township Treasurer, the County Treasurer of the County, the Treasurer of the State of Michigan, and such other officials charged with disbursement to the Township of funds returned by the State and now or hereafter under Act 185 available for pledge as provided in this paragraph and in Section 17 of Act 185, and if such default is not corrected within ten (10) days after such notification, the State Treasurer, or other appropriate official charged with disbursement to the Township of the aforesaid funds, is, by these presents, specifically authorized by the Township, to the extent permitted by law, to withhold from its respective aforesaid funds the maximum amount necessary to cure any deficit it may incur and to pay said sums so withheld to the DPW, to apply on its obligations in default as herein set forth. Any such moneys so withheld and paid shall be considered to have been paid to the Township within the meaning of the Michigan Constitution and statutes, the purpose of this provision being to voluntarily pledge and authorize the use of said funds owing to the Township to meet any of its

past-due obligations due under the provisions of this Refunding Contract. In addition to the foregoing, the DPW shall have all other rights and remedies provided by law to enforce the obligations of the Township to make its payments in the manner and at the times required by this Refunding Contract. The Township will not take any action to reduce the right of the County to receive the aforesaid state-returned moneys in the event of default.

8. All provisions of the Contract not inconsistent herewith, and particularly all covenants relative to the payment of and security for the Bonds made by the Township therein shall remain in full force and effect and shall apply with equal effect to the Refunding Bonds authorized hereby, it being understood that upon issuance of the Refunding Bonds, the Bonds will be redeemed by purchase and the Refunding Bonds shall be substituted therefor and shall be outstanding in their place and stead.

9. Nothing herein contained shall in any way be construed to prevent additional financing under the provisions of Act 185 or any other law for the purpose of constructing all or any portion of additional necessary water or sanitary sewage improvements in the Township.

10. The obligations and undertakings of each of the parties to this Refunding Contract shall be conditioned upon the successful accomplishment of the proposed refunding, and therefore if for any reason whatsoever the Refunding Bonds are not issued, then this Refunding Contract shall be considered void and of no force and effect; provided, however, that in such event, all costs and expenses shall be paid by the Township in accordance with existing commitments to the County, and the County shall not be obligated for such costs and expenses.

11. The DPW and the Township each recognize that the owners from time to time of the Refunding Bonds will have contractual rights in this Refunding Contract, and it is therefore

covenanted and agreed by each of the DPW and the Township that so long as any of the Refunding Bonds shall remain outstanding and unpaid, the provisions of this Refunding Contract shall not be subject to any alteration or revision which would in any manner materially affect either the security of the Refunding Bonds or the prompt payment of principal of or interest thereon. The Township and the DPW further covenant and agree that they will each comply with their respective duties and obligations under the terms of this Refunding Contract promptly at all times and in the manner herein set forth, and will not suffer to be done any act which would in any way impair the Refunding Bonds, the security therefor, or the prompt payment of principal of and interest thereon. It is hereby declared that the terms of this Refunding Contract insofar as they pertain to the security of the Refunding Bonds shall be deemed to be for the benefit of the owners of the Refunding Bonds.

12. This Refunding Contract shall remain in full force and effect for a period of thirty (30) years from the date hereof, or until such lesser time as the Refunding Bonds issued by the County are paid, at which time this Refunding Contract shall be terminated, and the provisions of the Contract relative to disposition of the System shall be carried out. In any event, the obligations of the Township to make the payments required hereunder shall be terminated at such time as all of the Refunding Bonds are paid in full by the Township, together with all interest and penalties and other obligations hereunder.

13. This Refunding Contract shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

14. This Refunding Contract shall become effective upon approval by the Township Council of the Township, by the Board of Public Works of the County and by the Board of

Commissioners of the County and when duly executed by the Supervisor of the Township and the Chairperson and Secretary of the Board of Public Works for and on behalf of the County. This Refunding Contract may be executed in several counterparts.

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

COUNTY OF ST. CLAIR
By the Board of Public Works

By _____
Chairperson

By _____
Secretary

Township OF Clay

By Jon E. Manos
Its Supervisor
Jon E. Manos

By Michael P. Pellerito
Its Township Clerk
Michael P. Pellerito

Township of Clay
County of St. Clair, State of Michigan

**RESOLUTION APPROVING DPW
REFUNDING CONTRACT AND BOND RESOLUTION**

Minutes of a regular meeting of the Township Board of the Township of Clay, County of St. Clair, State of Michigan, held in the Clay Township Hall, 4710 Pte. Tremble Road, Clay Township, Michigan on September 21, 1998, 7:30 p.m., Eastern Standard Time.

WHEREAS, the Board of Public Works (the "Board of Public Works") has been established by the County of St. Clair (the "County") under the terms of Act 185, Public Acts of Michigan, 1957, as amended ("Act 185"), with authority to acquire and finance improvements for public corporations within the County through the establishment of a water supply and distribution system in the Township of Clay (the "Township");

WHEREAS, the County has previously established the St. Clair County Water Supply System No. 11-A (the "System") within the Township as authorized by Act 185; and

WHEREAS, the Board of Public Works was designated to administer the System under the provisions of Act 185 for and on behalf of the County, with all the rights, powers and duties as specified in Act 185; and

WHEREAS, pursuant to the provisions of Act 185 the County through the Board of Public Works and the Township entered into a contract dated April 15, 1991 (the "Contract"), for the acquisition, construction and financing of various extensions and additions to the System, together with all necessary and related appurtenances, attachments, works, instrumentalities, land, rights in land and properties used or useful in connection with the operation of the System; and

WHEREAS, pursuant to the Contract, the County issued its St. Clair County Water Supply System No. 11-A Bonds (General Obligation Limited Tax) dated June 1, 1991 (the "Prior Bonds"), in the original aggregate authorized amount of \$2,200,000; and

WHEREAS, the Township and the Board of Public Works have been advised that conditions in the bond market have now improved to the point that the Prior Bonds could be refunded at a considerable savings; and

WHEREAS, Chapter VI of Act 202, Public Acts of Michigan, 1943, as amended, the Municipal Finance Act ("Act 202"), permits the County to refund all or part of the funded indebtedness of the County; and

WHEREAS, the Township and the Board of Public Works have determined that it is in the best interest of the Township and the County to refund the Prior Bonds; and

WHEREAS, a Refunding Contract dated as of October 14, 1998 (the "Refunding Contract") has been prepared pursuant to authority of Act 202 and Act 185 providing for the implementation of such refunding program and for other details in connection therewith, said Refunding Contract being attached hereto in full and made a part of this resolution pursuant to law;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Refunding Contract between the County of St. Clair, by and through its Board of Public Works, and the Township providing for the issuance of Refunding Bonds as described above is hereby approved, and the Supervisor and Township Clerk of the Township are authorized and directed to execute the Contract for and on behalf of the Township.

2. The Township does hereby ratify and confirm its covenant in the Refunding Contract to levy ad valorem taxes against all taxable property in the Township to the extent necessary to meet the obligations of the Township thereunder and does further indicate its purpose and intent to make such a levy as necessary to meet such obligations, such levy, if necessary, to be within charter, statutory and constitutional limitations. County full faith and credit as secondary security for the bonds is also requested.

3. The Refunding Contract shall become binding and effective in accordance with its terms upon sale of the Refunding Bonds as described herein and upon the approval thereof by resolution of the Board of Commissioners of the County and execution thereof for the County by the Board of Public Works.

4. The Township hereby authorizes the Board of Public Works to apply to the Michigan Department of Treasury for an order granting prior approval for the Refunding Bonds, and any waivers related therefor. The Township Clerk of the Township shall make the related filing for the Township.

5. The Supervisor and/or the Township Clerk be and are hereby authorized to execute on behalf of the Township any closing document or certificate as may be required by the County or the purchaser of the bonds.

6. The Supervisor is hereby authorized to approve the circulation of a preliminary and a final official statement describing the Refunding Bonds and to sign preliminary and a final official statement on behalf of the Township.

7. In order to enable the Underwriter of the Refunding Bonds to comply with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission, the Township hereby agrees to undertake Continuing Disclosure as an "obligated person" pursuant to Rule 15c2-12. Pursuant to the terms of the Continuing Disclosure Undertaking, the Township would provide, or cause to be provided, (i) certain annual financial information and operation data, including audited financial statements for the preceding fiscal year, (ii) timely notice of the occurrence of certain material events with respect to the Refunding Bonds, and (iii) timely notice of a failure by the Township to provide the required annual financial information on or before the date required in the Continuing Disclosure Undertaking. The Finance Director of the Township shall execute such Continuing Disclosure Undertaking on behalf of the Township in such form as he shall, in consultation with bond counsel, determine to be appropriate.

8. If the Refunding Bonds are issued in a calendar year in which the Township and the County reasonably expect to issue less than \$10,000,000 of tax exempt obligations, the Supervisor may designate the Refunding Bonds as "qualified tax exempt obligations" for purposes of deduction of interest by financial institutions.

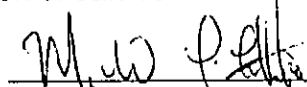
9. All resolutions and parts of resolutions insofar as the same conflict with the provisions of this resolution be and the same hereby are rescinded.

I here certify that the foregoing is a true and complete copy of a resolution duly adopted by the Township Board of Township of Clay, County of St. Clair, at a regular meeting held on September 21, 1998, at 7:30 o'clock p.m., prevailing Eastern Time, 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 267.

I further certify that the following Members were present at said meeting: Supervisor Jon Manos, Clerk Michael Pellerito, Treasurer Connie Turner, Trustee Pat Sharrow, Trustee Dr. Kasperowicz, Trustee Joanne Shirkey, Trustee Bruce Wenk and that the following Members were absent: none.

I further certify that Member Michael P. Pellerito moved for adoption of said resolution and that Member Dr. L. Kasperowicz supported said motion.

I further certify that the following Members voted for adoption of said resolution: Supervisor Jon Manos, Clerk Michael Pellerito, Treasurer Connie Turner, Trustee Dr. L. Kasperowicz, Trustee Pat Sharrow, Trustee Joanne Shirkey, Trustee Bruce Wenk and that the following Members voted against adoption of said resolution: none.



Michael P. Pellerito, Township Clerk
Township of Clay, Michigan

RESOLUTION 98-44

ADOPTING COLLECTIVE BARGAINING AGREEMENT
BETWEEN ST. CLAIR COUNTY
AND
ST. CLAIR COUNTY SHERIFF DEPARTMENT
CORRECTIONS COMMAND OFFICERS - C.O.A.M.

WHEREAS, the St. Clair County Sheriff Department Corrections Command Officers, C.O.A.M. is recognized by the Michigan Employment Relations Commission, the St. Clair County Sheriff and the County of St. Clair, as the exclusive representative of certain command officers of the St. Clair County Sheriff; and

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

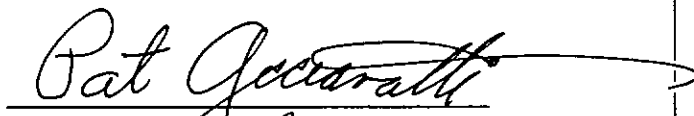
NOW, THEREFORE, BE IT RESOLVED, that the Collective Bargaining Agreement (Attached Exhibit "A"), for the period September 1, 1997 through August 31, 2000, is hereby approved and adopted.

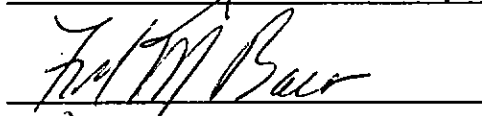
DATED: September 23, 1998

Reviewed and Approved by:



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







AGREEMENT

Between

ST. CLAIR COUNTY BOARD OF COMMISSIONERS

and

ST. CLAIR COUNTY SHERIFF'S DEPARTMENT

and

COMMAND OFFICERS ASSOCIATION OF MICHIGAN

EFFECTIVE

SEPTEMBER 1, 1997

TO

AUGUST 31, 2000

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ARTICLE I
AGREEMENT

1.1: This Agreement made and entered into for the period September 1, 1997 through August 30, 2000 between the Board of Commissioners of the County of St. Clair, State of Michigan, and the Sheriff of St. Clair County hereinafter referred to jointly as the "Employer", and the St. Clair County Sheriff's Department Corrections Supervisors Command Officers Association of Michigan (C.O.A.M.), hereinafter referred to as the "Union".

1.2: In consideration of the premises and the mutual covenants and promises of the parties hereto, it is hereby agreed as follows:

ARTICLE II
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 Union, which will serve to the best interests of all concerned.

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

ARTICLE III
RECOGNITION

3.1: The Union is hereby recognized as the exclusive representative of all Corrections Sergeants and Corrections Corporals of the St. Clair County Sheriff Department.

3.2: A temporary employee shall be defined as an employee assigned for a predetermined period of time not to exceed six (6) months or for the length of a leave of absence of a regular employee, whichever is greater. The temporary employee shall be subject to the terms and provisions of this Collective Bargaining Agreement. Temporary employees who are members of other bargaining units of the Sheriff Department shall only be eligible for the fringe benefits of the other bargaining unit's labor agreement.

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

ARTICLE IV
MANAGEMENT RIGHTS

4.1: It is recognized that the management of the County, the control of its properties, and the maintenance of order and efficiency is solely the responsibility of the County. Other rights and responsibilities not abridged by this contract shall belong solely to the County and are hereby recognized prominent among, but by no means wholly inclusive.

- 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 discontinue jobs; the maintenance and repairs; amount of supervision necessary; methods of operation; scheduling hours; manpower and work sites; together with the full responsibility for the control of the selection, examination, review and evaluation of personnel, programs, operations and facilities; to determine when and where services will best facilitate St. Clair County.
- B. Further, it is recognized that the responsibility of the management of the County for the selection and direction of the working forces includes the right to decide the number of employees, the right to hire, suspend, discipline or discharge for just cause; assign work within the unit; promote or transfer; the right to decide employee's qualification; to determine the rules and regulations governing employee's conduct and safety; and to relieve employees from duty because of lack of work or other legitimate reason; is vested exclusively in the County, subject only to the provisions of this Agreement as herein set forth.
- C. The County'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 County from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE V
CONTRACT SERVICES

5.1: The Sheriff and the County may determine it necessary to provide its services to other communities on a contractual basis or to take advantage of available grants or funding sources. Funding obtained by any of these means shall be defined as a contract service.

5.2: The Sheriff and County shall have exclusive responsibility and authority to determine the providing of contract services.

5.3: Be it provided, however, the Union shall be notified of all contract services within five (5) County business days of the Agreement. At the Union's request, full terms and conditions of the renewal and/or modification of any contract for services will be subject to these same notification and disclosure stipulations.

5.4: Participation in a contract service may require the appointment of new or additional employees. The acquisition of employees shall be in accordance with the ARTICLE XVII - Career Change and Advancement provision of this Agreement, unless otherwise mutually agreed. At such time as contract services are no longer to be provided, for any reason, the employee compensated in part or the whole by such funds, shall be subject to layoff. Be it provided, however, that the employee shall exercise seniority displacement rights in accordance with the ARTICLE XII - Layoff and Recall provisions of this Agreement.

ARTICLE VI AGENCY SHOP

6.1: 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 Union and pay the monthly union dues uniformly required of union members or pay to the Union a representation fee as herein defined, effective thirty (30) calendar days after the effective date of this Agreement or date of hire whichever is later.

6.2: The representation fee shall be an amount as determined by the Union not to exceed normal dues which is equivalent to the actual cost for negotiations, grievance processing, and administration of this Agreement.

6.3: For those employees for whom properly executed payroll deduction authorization forms are delivered to the Personnel Office, the Employer will deduct Union dues or representation fees each from the first two (2) pay periods of each month as per such authorization and shall remit to the C.O.A.M. any and all amounts so deducted, together with a list of employees from whose pay such deductions were made.

6.4: If the bargaining unit member fails to comply, the C.O.A.M. shall give a copy of the letter sent to the delinquent bargaining unit member and following written notice to the Employer at the end of the fourteen (14) calendar day period:

6.5: "The C.O.A.M. 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 C.O.A.M. certifies that the amount of the representation fee includes only the proportionately equivalent amount necessary for negotiations, grievance processing, and administration of this Agreement.)

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

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

ARTICLE VII UNION REPRESENTATION

7.1: The Union 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 Sheriff and Personnel Director of the County upon their selection and/or subsequent change.

7.2: 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 Union in all other matters. The employee(s) shall have exclusive and sole authority and power to select who shall represent them to the Sheriff and/or County and shall have full responsibility to arrange for said representation.

7.3: 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.

7.4: The local Union President shall work a steady day shift.

ARTICLE VIII
GRIEVANCE PROCEDURE

8.1: Step 1

- A. Any Employee having a specified grievance alleging a violation of this Agreement, a violation or deviation from an established County or departmental policy or procedure, or a failure of the County or department to comply with a policy, procedure, method, practice or regulation of the County or department shall, within fifteen (15) calendar days of the alleged grievance, take the matter up with the Sheriff or the Sheriff's designated representative, who shall attempt to adjust the grievance with the terms of this Agreement, County or departmental policy, procedure, method, practice or regulation. The employee shall be entitled to have a Union representative present at this step.
- B. Any employee may request the Sheriff or the designated representative of the Sheriff to call one of the designated local union representatives to handle a specified grievance with the Sheriff or the designated representative of the Sheriff. In this case, the Union representative will be notified without undue delay and without further discussion of the grievance. This procedure shall not unduly delay the operations of the Sheriff's Department.
- C. The grievance shall be considered resolved when the parties are agreed upon a remedy or the grievance is withdrawn by the Union. A resolved grievance shall not be subject to further advancement through the grievance procedure.

8.2: Step 2

- A. Grievances shall be considered settled at Step 1 unless reduced to writing on appropriate forms signed by the aggrieved employee and delivered to the office of the Sheriff or designee within ten (10) calendar days after the meeting or adjourned meeting at Step 1. In this case a meeting will be arranged within fifteen (15) working days between the designated representative of the Union, the Grievant(s), and the Sheriff or the Sheriff's designated representative for the purpose of attempting to settle the grievance at the department level. The Sheriff or designee shall provide a written decision within ten (10) working days to the Union.

- B. The grievance shall be considered resolved when the parties are agreed upon a remedy or the grievance is withdrawn by the Union. A resolved grievance shall not be subject to further advancement through the grievance procedure.

8.3: Step 3

- A. Grievances shall be considered settled at Step 2 unless delivered to the Personnel Office within seven (7) calendar days after completion of Step 2. The Personnel Officer shall serve as the County's Grievance Representative and shall be empowered to resolve all grievances within the terms of the Collective Bargaining Agreement.
- B. Such notice shall contain a request by the Union that a hearing be held within two (2) weeks of the delivery of said notice for the disposition of said grievance. At such hearing both the Union and the Employer Representative(s) may request the presence of any and all parties who have been involved in the grievance up to this step.
- C. At such hearing the Sheriff may be represented by one (1) or more representatives and the Union and the Grievant(s) may be represented by their Union representative(s) theretofore designated as grievance representatives and such other Union representative it wishes to have present.
- D. The grievance representative of the Employer shall deliver the decision of the Employer to the Union in writing within ten (10) work days excluding holidays and weekends following the hearing.
- E. If additional time is deemed necessary to properly investigate matters relative to the grievance at any step outlined above, such additional time may be granted only if mutually agreed upon between the parties.
- F. It is agreed that Saturday, Sunday and holidays shall not be counted in computing time limits provided herein, except when such time limits are measured in weeks.
- G. The grievance shall be considered settled at Step 3 unless written notice is delivered to the Personnel Office within thirty (30) calendar days after the completion of Step 3.
- H. Failure of the designated Employer Representative(s) to comply within the deadline established at any step shall result in advancement to the next step of the procedure, if determined by the Union.

- I. The grievance shall be considered resolved when the parties are agreed upon a remedy or the grievance is withdrawn by the Union. A resolved grievance shall not be subject to further advancement through the grievance procedure.

8.4: Step 4

It is mutually agreed by the parties hereto that the inclusion of compulsory arbitration shall be subject to the following safeguards and conditions.

- A. The Union shall within thirty (30) calendar days following the County's decision at Step 3, notify the County Personnel Director and Sheriff of the Union's intention to pursue arbitration, or the matter will be untimely.
- B. The Union shall have the option to select arbitration through the American Arbitration Association, or Federal Mediation and Conciliation Service or as otherwise mutually agreed by the parties.
- C. 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.
- D. 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 Step 1 (A) 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.
- E. The arbitrator shall have no power to add to, subtract from disregard, alter, or modify any of the terms of this Agreement, nor shall the arbitrator be empowered to award damages or establish salary schedules or classifications except as provided in Article XVI - Career Change and Advancement, Section 16.6.
- F. The arbitrator, in rendering a decision, shall give full recognition to the whole of the Agreement as it relates to responsibilities, powers, authority, and rights vested with the County and Sheriff, except as specifically limited by express provisions of this Agreement.
- G. The arbitrator's decision shall be submitted in writing and shall set forth the findings and conclusions with respect to the issue(s)

submitted to arbitration, and such decision shall be final and binding on all parties.

ARTICLE IX SENIORITY

9.1: New employees hired or current employees promoted into the unit shall be required to serve an orientation period of one hundred and eighty (180) calendar days from the actual date of assuming the position. After completion of the orientation period, the employee shall be added on the applicable seniority list of the unit and seniority shall start as defined herein. Unsatisfactory performance during the orientation period shall result in the termination of employment of the new employee or return to the former classification of the promoted employee.

- A. County Seniority - The most recent date of full time continuous employment with St. Clair County.
- B. Department Seniority - The most recent date of full time continuous employment with the St. Clair County Sheriffs Department.
- C. Classification Seniority - The most recent date of full time continuous employment within the classification.

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 County seniority.

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

ARTICLE X LOSS OF SENIORITY

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

- A. Is discharged and the discharge is not reversed.
- B. The employee is absent for two (2) consecutive working days without notification to the ranking duty officer(s) during the two (2) day period. Exceptions may be made by the Sheriff or designee on proof of good cause that failure to report was beyond the employee's control. After such absence, written notification shall be sent to the employee at their last known address that they have lost all seniority rights. 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.

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

ARTICLE XI 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 Union of the discharge or discipline. The employee shall be entitled to have a local designated representative of their own choice present when discipline is administered provided it is reasonable to do so, but shall not unduly disrupt or delay the administration of discipline. The employee shall have the opportunity to sign all disciplinary actions taken against them and shall be entitled to a copy of same, and a copy of a complaint giving rise to a disciplinary action prior to such action becoming part of the Employer's records. 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 Union during this review.

11.3: In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than three (3) years previously unless such prior infraction involves an intentional falsification of an employment application which has not been formerly disclosed in writing to the Employer.

ARTICLE XII
LAYOFF AND RECALL

12.1: The word "layoff" means a reduction in the work force due to a decrease of work or budget limitation as determined by the County. Employees recognize that layoffs are a managerial right of the Employer and do not necessarily depend on available work or funding levels.

12.2: In the event a layoff becomes necessary, the County shall follow this procedure:

- A. Temporary employees in the affected classifications shall be laid off first.
- B. Probationary employees in the affected classifications shall be laid off next.
- C. Employees in the affected classification shall be subject to layoff by classification seniority. The employee(s) with the least classification seniority shall be laid off first. In the event employees have equal classification seniority, the employee with the least departmental seniority shall be laid off first.
- D. Employee(s) who previously held subordinate classifications in the bargaining unit shall be entitled to revert to that classification and displace the least senior employee. Displaced employee(s) shall have the right to displace employee(s) in previously held classifications consistent with the terms of the Collective Bargaining Agreement of the other bargaining unit.
- E. Supervisors from other supervisory bargaining units shall not be entitled to displace members in this bargaining unit.
- F. In no event shall an employee displace an employee in a higher paying classification.

12.3: Employee(s) who elect not to accept a subordinate position in a lower paying classification shall be laid off. Said employee(s) shall be subject to recall to the position held at the time of layoff. Said employee(s) may not elect to return to a subordinate classification unless recalled by the Employer.

12.4: The Employer shall provide employees to be laid off with at least fourteen (14) calendar days notice of layoff or wage compensation for the equivalent period of time short of fourteen calendar days. The Union shall be entitled to a list of the employees being laid off.

12.5: Recall from a layoff shall be according to the following procedure:

- A. The employee(s) with the most seniority in the affected classification shall be recalled first.
- B. The recalled employee, unless otherwise provided herein, shall be compensated at the step in the salary rate at the time of their layoff.
- C. A laid off employee accrues no seniority while on a layoff and shall have their seniority dates adjusted to reflect the period of layoff.
- D. Notice of layoff shall be sent to the employee's last known address by registered mail. The notice shall provide the employee with no less than ten (10) calendar days notice to return from the date of proof of delivery or non-delivery to report to work. Proof of non-delivery or failure to report to work shall be considered a quit of the laid off employee.
- E. An employee may be denied recall if their conduct and standards or ability to perform the work does not meet that required of a correctional professional.

12.6: Employees laid off and not employed in the Sheriff's Department shall have recall rights for two (2) years. Employees displaced and still working in the Sheriff Department shall have recall rights for five (5) years.

ARTICLE XIII EMPLOYEE'S BILL OF RIGHTS

13.1: It is recognized that the complaints against employees must be investigated in order to preserve the integrity of the profession. This investigation shall be carried out in an expeditious and professional manner. Further, the constitutional rights of those individuals involved shall be preserved.

13.2: Whenever a member of the bargaining unit is subject to examination or questioning by a commanding officer and/or the appropriate bureau or unit for any reason which would lead to disciplinary action, transfer or charges, such investigation or questioning shall be conducted under the following conditions:

13.3: Members under examination or questioning shall be informed of the specific nature of the examination or questioning and will be allowed time to discuss same with a union representative if there is reason to believe that disciplinary action or criminal charges may result. Any member required to make a written statement relative to an examination or questioning shall have twenty-four (24) hours to do so.

13.4: Questioning sessions shall be for reasonable periods and shall be timed to allow for personal necessities and rest periods as are reasonably necessary.

13.5: The member under questioning shall not be subject to abusive language. No promise of reward shall be made as an inducement to answering any questions, nor shall their name, home address, or photographs be given to the press or news media without their express consent.

13.6: If a tape recording is made of the questioning the member shall have access to the tape if any further proceedings are contemplated.

13.7: If the member about to be questioned is under arrest, or likely to be placed under arrest as a result of the questioning, they shall be completely informed of all their constitutional rights prior to the commencement of any questioning.

13.8: No member of the bargaining unit shall be required to subject themselves to a polygraph examination. A member shall not be subject to disciplinary action for refusal to submit to a polygraph examination.

13.9: No member of this bargaining unit shall be subjected to disciplinary action for appearing before a state or Federal Grand Jury at which they presented testimony under oath and has been sworn to secrecy.

13.10: No member of this bargaining unit will be subject to disciplinary action for taking part in political activity when not on duty and out of uniform (except where prohibited by Federal and state laws if such activity adversely reflects on the department).

ARTICLE XIV EMPLOYEE RECORDS REVIEW

14.1: In accordance with all applicable statutes an employee shall have the right to review the content of their employee record file. The Employer shall provide a location reasonably near the employee's place of employment and during normal working hours.

14.2: The employee may inquire into disciplinary actions taken against the employee provided in the Employer's 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.

14.3: 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.

14.4: In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than three (3) years

previously unless such prior infraction involves an intentional falsification of their employment application which has not been formerly disclosed in writing to the Employer. The Employer shall not transmit, or otherwise make available to a third party, disciplinary reports, letters of reprimand, or other records of disciplinary action which are more than four (4) years old, except when ordered to do so in a legal action or arbitration.

ARTICLE XV
EQUIPMENT CARE AND USAGE

15.1: Proper maintenance, care and usage of all equipment is essential to the well-being and safety of the employees and inmates. Therefore, the following is provided:

- A. An inspection of the equipment and/or vehicle shall be made prior to its use.
- B. The Employer shall supply inspection checkoff forms to be used in the inspection of vehicles.

15.2: The Employer shall at its own expense, maintain and replace equipment and vehicles affected by normal use and age.

15.3: Equipment assigned to an employee lost, damaged, or stolen through negligence may be cause for disciplinary action to officer(s) who were responsible for the equipment.

15.4: The employee(s) shall report any mechanical deficiency in a vehicle or impropriety of equipment which may arise during the shift prior to the conclusion of the shift.

15.5: Employee(s) who are ordered to operate vehicles which are mechanically deficient and/or improperly equipped shall not be held liable for any accident or incident which may arise from this deficiency or impropriety if such conditions are reported to the shift commander in the inspection check off form.

ARTICLE XVI
MAINTENANCE OF PROFESSIONAL STANDARDS

16.1: When training, retraining, or education is ordered by the Employer, the employee shall be compensated as follows:

- A. When the employee is scheduled on a day off the employee shall receive compensation at the rate of time and one-half (1 1/2) for time actually spent in training including breaks and meal(s).

- B. When the employee is scheduled to work a shift adjacent to a shift in which the instruction occurs, such instruction time shall be at one and one-half (1 1/2) times the hourly rate, as prescribed in the preceding Section A.

16.2: The cost of such specialized training, retraining or education when ordered by the Employer shall be at the expense of the Employer.

16.3: When the Employer orders training, retraining, or education, the Employer shall reimburse the employee(s) for travel expenses if the employee utilized a personal vehicle in advance of such training, retraining or education. Proof for out-of-pocket expenses shall be required by the County in order to provide reimbursement.

ARTICLE XVII
CAREER CHANGE AND ADVANCEMENT

17.1: A career advancement or promotion shall mean a change in classification resulting in an increase in wages.

17.2: Notice of vacancies which would constitute an advancement or promotion for any member of the bargaining unit minimally qualified to perform the job shall be posted internally in a prominent location within the Sheriff's Department for a period of no less than ten (10) consecutive days. An employee shall apply in writing, during those ten (10) days, to be considered for the position.

17.3: Members of the bargaining unit who compete for promotion shall be required to take a written examination. All candidates shall be required to fulfill the same requirements and/or conditions. An appointment shall be made utilizing the following method of accreditation:

40% Written Examination
35% Oral Examination
10% Departmental Seniority
15% Classification Seniority

- A. A passing score shall mean correctly answering seventy percent (70%) or more of the questions comprising the written examination. Only those candidates who have passed the test shall be eligible to compete further for the position(s).
- B. The Sheriff shall appoint an employee to the position from among the top three (3) candidates based on total overall scores.

- C. The 10% departmental seniority will be credited the employee at the rate of one percent (1%) for each year of seniority to a maximum of ten percent (10%).

17.4: The Employer shall notify the Union in writing by certified mail of its intent to create or implement a new classification of employee in the bargaining unit. The Sheriff shall have exclusive authority to establish qualifications for the new classification. In the event there is no qualified candidate in the bargaining unit, the Sheriff shall be entitled to make an appointment to the classification. In the event a qualified candidate is employed in the bargaining unit, the Sheriff shall comply with the provisions of 17.3.

17.5: An employee promoted in rank shall be required to serve a one hundred and eighty (180) calendar day orientation period commencing from the date of assuming the rank. In the event the employee fails to perform satisfactorily during orientation period the employee shall be returned to the previous rank held.

17.6: Employees who transfer back to a rank or classification within the POAM bargaining unit will retain their departmental seniority with the following limitations:

- A. If transfer is within six (6) months of the date of entering the unit, the employee shall revert to the rank and/or classification held immediately prior to entering the unit.
- B. If transfer is due to a layoff resulting in the reduction of the number of employees, the employee may revert to the rank and/or classification held immediately prior to entering the unit.

17.7: Emergency transfer may be made for periods not to exceed sixty (60) actual workdays, unless otherwise mutually agrees by the parties. Employees who are transferred on an emergency basis shall receive the rate for their regular classification or the classification of transfer, whichever is higher.

17.8: Candidates for Corrections Sergeant shall have at least two (2) years of active service in the rank and duties of Corrections Corporal. In the event no member of the bargaining unit qualifies for promotion, the Employer may recruit externally.

ARTICLE XVIII **WORKING HOURS**

18.1: Work schedules shall be posted no less than two (2) weeks in advance of the commencement of the first day of the schedule.

18.2: The Sheriff shall determine the starting time of all shifts and designate employees to work the shift(s). A shift shall constitute eight (8) consecutive hours, excluding overtime, unless otherwise mutually agreed.

18.3: The schedule shall be for a seven (7) week period providing for the approximation of an average of two hundred and eighty (280) hours of work among full time employees. An employee may be scheduled for as many as seven (7) consecutive days and shall not be eligible for overtime based on the consecutive nature of the days.

18.4: If employees are called into work outside their regular shift, they shall be compensated at time and one half not less than three hours when either court or other than court related.

18.5: Thirty (30) minutes shall be allotted for lunch to be taken during the tour of duty as opportunity permits. Employees will be on call during such lunch period.

ARTICLE XIX OVERTIME

19.1: Overtime shall be paid at a rate of time and one-half (1 1/2) for all hours worked beyond the established hours in a normal shift or any part of a shift not provided as part of the normal schedule, including court time. Be it provided that overtime does not compound by this definition of the day and week.

19.2: Overtime hours shall be divided among employees in the same classification as much as circumstances permit. Whenever overtime is required, the Sheriff or designee shall contact employees from the most to the least senior:

- A. All off duty personnel are to be called first according to the overtime book beginning with the employee showing the least amount of hours. All refusals will be noted in the overtime book and used to compute who is eligible for future overtime.
- B. If no one volunteers from the off duty list, the supervisor will then call low overtime houred persons scheduled to work the shift preceding the vacant shift and solicit volunteers for the shift to be worked. Refusals are to be logged in the overtime book.
- C. Should no one volunteer from the preceding shift, then the supervisor will call the low overtime houred persons from the scheduled officers working the shift following the vacant shift and solicit volunteers for the shift to be worked. Refusals are to be logged in the overtime book.

- D. During the above procedures, should two officers agree to split a shift then the ranking supervisor may fill the vacant shift in this manner as long as it is consistent with the efficient operation of the Corrections division.
- E. Should no one volunteer to work the shift, the supervisor can compel the least senior officer from the shift preceding the vacant shift to work the shift or seek volunteers from among qualified Corrections Officers.

19.3: The Employer shall determine the need for and schedule all overtime.

19.4: A message left with a respondent at the employee's residence or left on an employee's answering machine shall constitute an attempt to provide overtime and be considered a refusal if left unanswered by the employee.

19.5: Employees called in to work shall be guaranteed a minimum three (3) hours pay at time and one-half.

19.6: The Employer shall have the right to hold over or call in early employees in emergency situations. Such hold over or call in early shall be as nearly evenly divided into the shift as circumstance permits.

ARTICLE XX LEAVE OF ABSENCE

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

An employee may be entitled to a leave of absence under the Family and Medical Leave Act of 1993. The County shall provide notice to employees of their rights under the Act. Leave taken under the Act will be taken consistent with the Act and the applicable provision of the Collective Bargaining Agreement.

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

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

- A. Serving in any Union position.
- B. Educational purposes when job related.

Approval or disapproval shall be consistent with meeting the operational needs of the department.

20.3: Employees who are in some branch of the armed forces, reserves, or National Guard will be paid the difference between their reserve pay and their regular pay with the Employer when they are on full time active duty in the reserve or National Guard, provided proof of service and pay is submitted. Employees shall be eligible for a maximum of two weeks per year or as may be otherwise provided by law.

20.4: All leaves based upon illness (physical or mental) shall be supported by a statement from the attending physician when requested by the Employer. In all cases of illnesses extending beyond seven (7) calendar days, a statement by the attending physician shall be furnished at reasonable intervals as determined by the Employer, evidencing the inability of the employee to return to their duties.

20.5: The Employer may require the employee on leave to submit to an examination by a physician chosen by the Employer, provided the charges by the physician are paid by the Employer.

20.6: The requirements of Sections 20.4 and 20.5 may be waived by the Employer, but such waiver shall not form the basis for submitting a grievance when such waiver is not granted, unless it can be shown that such waiver was unreasonably withheld.

20.7: An employee who fails to return to work the next work day following the expiration of a leave of absence shall be considered to have resigned, unless the employee can demonstrate extenuating circumstances to the satisfaction of the Sheriff.

20.8: Nothing shall prohibit the employee from exhausting sick and vacation days while on a leave of absence.

ARTICLE XXI
INJURY LEAVE WITH PAY

21.1: Any illness or injury to an employee arising out of the performance of their regular duties resulting in temporary disability to the extent that they are unable to resume their duties, they shall be entitled to their regular compensation until sufficiently recovered to perform regular duties for a period of ninety (90) working days or longer at the discretion of the Sheriff. Accumulated sick leave shall not be considered in the computation of leave on account of such duty incurred injuries. Employees shall not be entitled to regular compensation during absence from duty on account of injuries if said injury was sustained while not on duty. Such absence from duty shall be considered as sick leave and shall be governed by the rules pertaining to sick leave.

21.2: An employee receiving Worker's Compensation and regular salary shall not be entitled to receive the total combination of both and be compensated

more than their regular compensation. The employee receiving salary shall endorse the Worker's Compensation payment over to the County. The employee who is not receiving regular salary shall retain the Worker's Compensation payment.

21.3: In the event the employee is not granted an extension or continuation of full pay without deduction from sick day accruals, the employee may elect to continue to receive compensation from the County using accrued sick days. Be it provided that sick days shall be deducted from the employee's accrued sick day reserve at a rate of one-quarter (1/4) sick day each workday of disability or at a rate of one(1) sick day for each four (4) workdays of disability.

21.4: In the event that an employee intends to travel out of the County for reasons other than for medical care or treatment, the Employer shall have the right to require that the employee see a physician of the Employer's selection to determine if such a trip is medically detrimental. The employee's failure to comply with this provision shall constitute sufficient grounds for denial of further salary subsidy by the Employer as provided in 21.1:. This provision shall not subject the employee to discipline provided the employee is not determined medically fit to return to work by the physician.

ARTICLE XXII VETERANS

22.1: The applicable seniority rights of an employee who now or hereafter is a member of the Armed Forces of the United States shall accrue during the period of their military service for reinstatement purposes, subject to the following:

- A. That the returning veteran shall submit their application for reinstatement within one hundred and twenty (120) days of his honorable discharge or hospitalization continuing after discharge.
- B. That the veteran is physically and mentally able to perform a job in the unit covered by the Agreement.
- C. That the moral reputation of the veteran is then reasonably within the standards commonly required for law enforcement officers.

22.2: Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulation, will be granted leaves of absence for a period not to exceed a period equal to their applicable seniority, while in full time attendance in school under applicable federal laws in effect at the time of the honorable discharge of said veteran.

22.3: The mandatory provisions of federal laws and the state of Michigan having to do with the rights of veterans, shall be recognized by the parties, hereto.

ARTICLE XXIII
UNION BULLETIN BOARD

23.1: The union may use a bulletin board which shall be located in the typing room for the purpose of posting notices of the following activities:

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

ARTICLE XXIV
PRISONER TRANSFER

24.1: In the event of a scheduled intra-state (within Michigan but outside St. Clair County) prisoner transfer the Sheriff may seek a volunteer to assist in the transfer.

24.2: Volunteers shall be employees who would otherwise be off duty. The volunteer shall be paid at their straight time hourly rate for all hours worked.

24.3: The employee will make known to the Sheriff or designee their desire to volunteer. The Sheriff or designee shall determine transfer assignments.

ARTICLE XXV
PAYMENT OF BACK CLAIMS

25.1: If the Employer fails to give an employee work to which it is determined they were entitled, and a written notice of their claim is filed within twenty (20) calendar days of the time the Employer first failed to give them such work, the Employer will reimburse the employee for the earnings they lost through failure to give them such work. In such event, the employee will be required to furnish the Employer with a sworn statement of earnings, during said period, and such earnings shall act as an offset in such claim for back wages. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at their regular rate with the Employer.

ARTICLE XXVI
RETIREMENT

26.1: 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.

26.2: 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.

26.3: 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.

26.4: 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 31.25	2.40%

Upon attaining the twentieth (20) year, the multiplier shall be retroactive to the first year. The multiplier maximum accrual shall not exceed seventy-five percent (75%).

26.5: 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.

26.6: An employee disabled in conjunction with and as a result of their employment with the Sheriff Department shall be eligible for disability pension. Be it provided to be eligible for disability pension the employee must have completed ten (10) years of service. The health care premium costs shall be borne by the retirement plan. Disability pension compensation shall be provided at fifty percent (50%) of the normal compensation at the time of disability. Disability pension shall be offset by social security and/or worker's compensation.

26.7: An employee who suffers a non-duty related permanent total disability shall be entitled to a pension provided the employee has at least ten (10) years of service. The spouse and/or plan defined dependents of an employee whose death is due to a non-duty related disability shall be entitled to a pension if vested in the plan. Employees who were hired on or before March 24, 1992 of this contract shall be eligible for health care, the cost of which shall be borne by the plan. Employees hired after March 24, 1992 shall be ineligible for health care except as may be provided by applicable law such as C.O.B.R.A.

26.8: An employee shall be eligible for early retirement with twenty-five (25) or more years of continuous full time employment.

26.9: Effective upon implementation of the contract, retirement shall be computed on the regular base wage, and shall include vacation accrual payoff, shift premium, service recognition and educational premium, and shall not include compensation from;

- A. Overtime pay in excess of one hundred (100) hours in a calendar year or compensatory time payoff.
- B. Sick day accrual payoff upon separation from employment for any reason.
- C. Compensation from clothing allowance, health and dental care non-participation compensation and any other form of reimbursement and allowance not specifically provided herein.

ARTICLE XXVII
PREMIUM PAY FOR EDUCATIONAL ACHIEVEMENT

27.1: Each employee hired prior to January 1, 1992 with five (5) years continuous service having earned an Associates Degree in Police Science shall be paid an additional one percent (1%) of annual salary at the same time service recognition is to be paid.

27.2: Each employee hired prior to January 1, 1992 with five (5) years continuous service having earned a Bachelor's Degree in Police Science shall be paid an additional two percent (2%) of annual salary at the same time service recognition is to be paid.

27.3: The provisions of Sections 1 and 2 are not intended to be cumulative. In the event an eligible employee possesses both an Associate's and a Bachelor's Degree, the officer shall receive premium pay for the Bachelor's Degree only.

ARTICLE XXVIII
SHIFT PREMIUM

28.1: A premium of thirty cents (.30) per hour additional shall be paid to those employees with starting times occurring on or after 2:00 p.m. but not on or after 10:00 p.m., herein referred to as the afternoon shift.

28.2: A premium of forty cents (.40) per hour additional shall be paid to those employees with starting times occurring on or after 10:00 p.m. but not on or after 6:00 a.m. herein referred to as the night shift.

ARTICLE XXIX
UNIFORMS

29.1: The Sheriff shall provide each employee with a uniform. The Sheriff shall determine what constitutes a uniform and sufficient uniform parts. For the term of this Agreement, unless the Sheriff provides written notice to the contrary, the following parts and equipment is to be provided to all Corrections Supervisors:

- a. 3 short sleeve uniform shirts with patches
- b. 3 long sleeve uniform shirts with patches
- c. 3 pair uniform slacks
- d. 1 set of collar brass
- e. 2 name tags
- f. 1 whistle chain
- g. 1 black basket weave belt
- h. 3 uniform ties
- i. 1 tie tack
- j. 1 pair black leather, plain toe, tie shoes (County will pay up to \$75)
- k. brass or patches that signify rank
- l. 1 white long sleeve dress shirt with patches
- m. 1 white short sleeve dress shirt with patches
- n. 1 Garrison hat
- o. 1 winter jacket with patches

To be provided to Corrections Supervisors certified to make transfers in addition to the above:

- a. 1 spring/fall jacket with patches
- b. 1 Garrison belt with 4 keepers (basket weave)
- c. 1 cartridge case
- d. 1 holster (basket weave)
- e. 1 pair of handcuffs
- f. 1 handcuff case (basket weave)
- g. 1 last chance vest

29.2: Each employee shall be provided a \$400.00 annual uniform cleaning allowance. The cleaning allowance would be paid in July of each year as reimbursement of the previous year's cleaning expenses. Employees who worked less than a year shall receive a prorated cleaning allowance.

29.3: The Sheriff shall have the right to require that officers maintain one dress uniform at all times.

ARTICLE XXX
UNIFORM REPLACEMENT

30.1: The Employer shall replace clothing destroyed or damaged in the line of duty to the extent of the remaining value of such destroyed or damaged clothing. Items of clothing are to include corrective lenses and time pieces at item value with a maximum reimbursement of \$200.00 per item.

30.2: Request for replacement or repair shall be made on appropriate departmental forms indicating the item damaged or destroyed, the cause, the original cost of the item, and the replacement or repair cost being requested. The employee will be required to produce the damaged or destroyed item when possible prior to being repaired or replaced.

ARTICLE XXXI
HEALTH AND DENTAL CARE AND LIFE INSURANCE

31.1: Each full time employee shall be eligible to participate in the health care plan offered by the County. The core plan follows:

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
\$5.00 Co Pay - Prescription Drug Rider
Master Medical Option 1
Case Management
Precertification
VST - Voluntary Sterilization Rider
FAE-RC - Emergency Room Rider
ML - Laboratory and X-Ray Expense Rider
VCA-80 - Optical
PA-M Prosthesis
RPS - Routine Pap Smear
HPC - Hospice Care

- A. Employees hired on or after July 1, 1985 pay 100% of FC and/or SD riders premium costs by way of payroll deduction.
- B. Employees hired prior to July 1, 1985 but who do not enroll dependents on the FC and/or SD riders until on or after July 1, 1985 shall pay 50% of the rider premium cost and the County shall pay the remaining premium cost by way of payroll deduction.

- C. Employees hired prior to July 1, 1985 and with dependents enrolled prior to July 1, 1985 shall pay none of the premium cost of the FC and/or SD riders which shall be paid 100% by the County. Be it provided, that dependents enrolled on or after July 1, 1985 shall be subject to the provisions of 31.1:B.
- D. A retired employee shall pay the total premium cost of all insurance plans and/or provisions until age fifty (50).

31.2: 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.

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

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

31.5: 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.

31.6: The Employer will provide a \$40,000 group life insurance plan for qualified insurance employees as the core option. Effective upon the earliest possible implementation the life insurance amount shall increase to \$50,000.

A. OPTION I

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

B. OPTION II

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

31.7: In order to acquire and maintain 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 insurance carrier.

31.8: 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. The County will notify new employees of all insurance benefits upon hire and further advise employees of open enrollment periods and procedure to apply for and modify insurance benefits.

ARTICLE XXXII
SERVICE RECOGNITION

32.1: The maximum annual salary for computation of the benefit shall be \$45,000 in accordance with the following schedule:

<u>Years of Service</u>	<u>Percentage</u>	<u>Maximum</u>
5 - 9	2%	\$ 900
10 - 14	4%	\$ 1800
15 - 19	6%	\$ 2700
20 - 24	8%	\$ 3600
25 +	10%	\$ 4500

32.2: Employees hired by the Sheriff Department on or after July 1, 1996 shall be ineligible for service recognition.

32.3: Employees who satisfy the requirements of the above schedule shall be paid a single lump sum payment the first full pay period following their date of full time hire.

32.4: Continuous employment, for the purposes of this policy shall not be considered as interrupted when absences arise as vacations, sick leave, or leave of absence authorized by the Sheriff for reasons permitted in this Agreement. An employee on leave, when payment is due, shall be paid the next pay day upon return, if possible, but not later than the second following pay day from return.

32.5: Employees with fifteen (15) or more years of service shall be entitled to a prorated lump sum payment in the event of retirement or death in service.

ARTICLE XXXIII
SICK DAYS AND DISABILITY

33.1: 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.

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

33.3: 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: 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.

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

33.5: 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 ninety (90) calendar days. The employee who fails to provide appropriate medical verification shall not only be denied sick day compensation, but shall be subject to discipline.

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

33.7: 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.

33.8: 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 employee shall be entitled to continuation of the fringe benefits enjoyed immediately prior to disability. Be it provided that fringe benefits shall be provided consistent with the employee's reduced salary. In other words, all benefits based upon salary shall be computed upon the reduced salary.

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

33.10: 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 County shall require prepayment of all premium costs.
- B. 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.

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

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

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

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

33.15: The employee must promptly notify their supervisor of their absence or be subject to discipline.

33.16: 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 60	50%
61 to 72	60%
73 or more	70%

For purposes of payoff due to retirement or termination of employment for any reason, accrued sick days shall be calculated to reflect eight (8) hour days.

ARTICLE XXXIV
VACATIONS

34.1: All full time employees shall be entitled to vacation according to the following schedule:

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

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

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

34.4: An employee shall not be entitled to maintain more than fifteen (15) days of vacation credit not including credit gained from holidays. If the Employer is unable to grant vacation for whatever reason the fifteen (15) day limitation shall not apply.

34.5: Vacation selection shall be made before the start of each year on the basis of seniority. The member with the most seniority will be allowed to choose first, then the next most senior, and etc. Members may take any number of vacation days in their selection as long as the total vacation period does not exceed twenty-one (21) consecutive days.

34.6: Request for vacation time not selected before the start of each year on a seniority basis shall be granted to members on a first come first serve basis.

ARTICLE XXXV
HOLIDAYS

35.1: All full time employees shall be entitled to the holidays recognized by the Michigan Supreme Court.

New Year's Day	(January 1)
Martin Luther King's Birthday	(Third Monday of January)
President's Day	(Third Monday of February)
Good Friday Afternoon	(Last half of the shift)
Memorial Day	(Last Monday of May)

Independence Day	(July 4)
Labor Day	(First Monday of September)
Veteran's Day	(November 11)
Thanksgiving Day	(Fourth Thursday of November)
State & General Election Day	(Tuesday following the first Monday of November each even year)
Christmas Eve	(December 24 the last half of the shift)
Christmas Day	(December 25)
New Year's Eve	(December 31, the last half of the shift)

In the event the Michigan Supreme Court modifies the schedule, employees shall be entitled to the modified schedule in the manner and method prescribed by the Court for its employees.

35.2: Employees required to work a holiday shall be paid at the rate of time and a half (1 1/2) their hourly rate. The employee shall also be credited with a half (1/2) or whole vacation day, whichever may apply.

35.3: Employees not required to work a holiday even though it may fall on a normally scheduled workday shall receive straight time holiday pay.

35.4: Employees on a scheduled day off shall receive vacation time credited to them.

35.5: Employees in classifications not scheduled to work weekends shall celebrate the holiday on the preceding Friday if it falls on a Saturday or on the following Monday if it falls on a Sunday.

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

ARTICLE XXXVI EDUCATIONAL REIMBURSEMENT

36.1: 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.

36.2: 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.

36.3: 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 36.4: 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 absence of written approval.

36.4: Reimbursement shall not exceed \$500.00 per course deductible from accrued sick days. Sick days shall be deducted at the rate of twice the value of the sick day to the course cost. In other words, the employee shall have deducted from their accrued sick days two (2) times the number of sick days equal in cost to the amount of reimbursement. Any fraction of a sick day shall be computed as a full sick day.

36.5: The County shall determine whether books, manuals and supplies reimbursed by the County shall become the property of the County.

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

36.7: 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.

36.8: 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. 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 XXXVII
SALARY SCHEDULE

September 1, 1997
2.5% - Sergeant
2.5% - Corporal

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>
Sergeant	\$41,511	43,171	44,897	46,639	48,444	50,333
Corporal	\$38,495	39,902	41,359	42,825	44,344	45,964

September 1, 1998
1.0% - Sergeant
2.5% - Corporal

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>
Sergeant	\$41,926	43,603	45,349	47,105	48,928	50,836
Corporal	\$39,457	40,900	42,393	43,896	45,453	47,113

September 1, 1999
1.0% - Sergeant
2.5% - Corporal

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>
Sergeant	\$42,345	44,039	45,799	47,576	49,418	51,345
Corporal	\$40,443	41,923	43,453	44,993	46,589	48,291

ARTICLE XXXVIII
TERM OF AGREEMENT

38.1: This Agreement shall be in effect and become operative on September 1, 1997 and shall continue in operation and effect through August 31, 2000. If either party hereto desires to terminate, modify, or amend this Agreement it shall, at least ninety (90) calendar days prior to August 31, 2000 give notice in writing to the Employer or to the Union 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 August 31, 2000 subject to termination or modification, thereafter by either party upon ten (10) calendar days written notice.

38.2: 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 _____, 1998.

COMMAND OFFICERS ASSOCIATION OF
MICHIGAN

THE COUNTY OF ST. CLAIR

James Tignanelli
Business Agent

Chairperson,
Board of Commissioners

William Nuemann, President

County Clerk

William Worden, Vice Chairman

Dan Lane, Sheriff

Date

Date

LETTER OF UNDERSTANDING
REGARDING
ARTICLE XII - LAYOFF AND RECALL

The County of St. Clair, the St. Clair County Sheriff and the St. Clair County Sheriff Department Corrections Supervisors - COAM hereby establish and agree that Sergeant William Worden shall be considered to have had held the rank of Corrections Corporal for purposes of satisfying the terms and conditions of Article XII - Layoff and Recall, Section 2.d.

FOR THE EMPLOYER

DATE: _____

FOR THE COAM

DATE: _____

RESOLUTION 98-43

RESCINDING RESOLUTION 98-02 AND TRANSFERRING
THE CLAYTON A. AND FLORENCE B. LEWIS MEMORIAL BOOK
FUND ENDOWMENT AGREEMENT TO THE ST. CLAIR COUNTY LIBRARY

WHEREAS, on January 21, 1998, the St. Clair County Board of Commissioners adopted Resolution 98-02 rescinding Resolution 96-56, and transferring the Clayton A. and Florence B. Lewis Memorial Book Fund Endowment agreement to the Blue Water District Library, which was reorganized by the Library of Michigan as a legally established District Library, pursuant to 1989 P.A. 24, effective June 1, 1997; and

WHEREAS, due to the defeat of the District Library Millage by the voters of St. Clair County, the Blue Water District Library dissolved on August 15, 1998, thus making Resolution 98-02 no longer enforceable; and

WHEREAS, the Clayton A. and Florence B. Lewis Memorial Fund has been established for the purpose of expanding specified collections within the St. Clair County Library. The St. Clair County Board of Commissioners recognizes the benefits derived to the Citizens of St. Clair County through this endowment; and

WHEREAS, with adoption of this Resolution, the Clayton A. and Florence B. Lewis Memorial Book Fund Endowment Agreement shall be transferred back to the St. Clair County Library.

NOW, THEREFORE, BE IT RESOLVED:

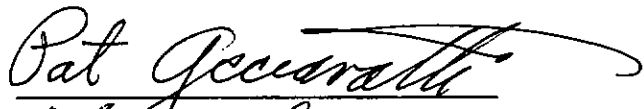
1. That Resolution 98-02 hereby be rescinded.
2. That the Clayton A. and Florence B. Lewis Memorial Book Fund original agreement be accepted and its provisions be adhered to.
3. That the St. Clair County Treasurer be the depository of these funds.
4. That the St. Clair County Controller be named by the St. Clair County Treasurer to oversee these funds in accordance with the agreement.
5. That a copy of the Agreement in its original form be attached to this resolution.
6. All resolutions and parts of resolutions in conflict with this Resolution, are, to the extent of the conflict, hereby rescinded.

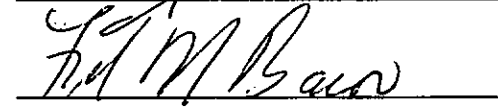
DATED: September 23, 1998

Reviewed and Approved by:



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








BLUE WATER LIBRARY FEDERATION

RESOLUTION BY THE MEMBERS OF THE FEDERATION BOARD

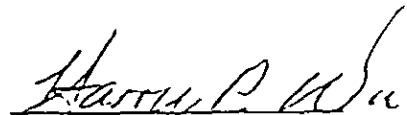
VOTED: To establish the Clayton A. and Florence B. Lewis Memorial Book Fund (the "Fund") and to manage and invest the Fund for the purpose of expanding specified collections within the Port Huron Public Library as follows:

- (1) To accept for the Fund and transfer to the Fund whatever gifts are received by the Blue Water Library Federation as are designated by their donors as gifts for the Fund.
- (2) To invest the principal of the Fund in separate money market accounts or instruments of comparable risk and yield.
- (3) To use the income from the Fund each year to purchase books and library materials, including audio-visual or computerized materials, dealing with the following subject matters: nature, plants, animals, gardens, ecology, farming and cooking. In the selection of library materials, preference shall be given to printed media. The books and library materials purchased with the income from the Fund shall be maintained, circulated and loaned by the Port Huron Public Library and shall be marked and catalogued as gifts of the Fund. Books and materials may be designated as non-circulating reference materials to be used at the Port Huron Public Library if the Reference Librarian at the Port Huron Public Library determines that they should be so designated.
- (4) At the discretion of the Director of the Blue Water Library Federation, in each fiscal year any unspent balance from the Fund can be added to the principal of the Fund or be used to purchase necessary processing supplies or for rebinding or replacement for the purpose of processing and maintaining the books and materials purchased from the Fund.
- (5) Beginning in the year 2013, the 100th Anniversary of the marriage of Clayton A. and Florence B. Lewis, to use the principal of the Fund for as long as it shall last within the discretion of the Federation to purchase the same kinds of books and library materials to be purchased with the income from the Fund.
- (6) If the Blue Water Library Federation is dissolved or ceases operation or no longer serves the Port Huron area, the Fund shall be transferred to and administered by the St. Clair County Library system or the Port Huron Public Library in the same manner as it is to be administered by the Blue Water Library Federation under this Resolution.

- (7) At the end of each fiscal year, the Director of the Blue Water Library Federation or the Librarian of the Port Huron Public Library shall report to the donors of the Fund the amount of Fund income and Fund purchases made in the preceding year and shall, upon request, list the library materials purchased by the Fund. For this purpose, it will suffice to report to Scott P. Lewis, a grandson of Clayton A. and Florence B. Lewis, at Palmer & Dodge, One Beacon Street, Boston, Massachusetts 02108, or whoever is identified to the Federation as his successor in this role.



Ed Moore, Jr., Chairman
Blue Water Library Federation Board



Harry P. Wu, Director
Blue Water Library Federation

Dated: September 13, 1984