

## RESOLUTIONS 2001

- 01-01** Adopting Collective Bargaining Agreement -- Assoc of Professional Employees of the Prosecuting Attorney
- 01-02** Adopting Collective Bargaining Agreement -- Juvenile Counselors Association and the 31<sup>st</sup> Judicial Circuit Court, Family Division
- 01-03** Fees for maps in the Lands & Graphics Department
- 01-04** Establishing Compensation to be Paid to Members of the FIA
- 01-05** Michigan Natural Resources Trust Fund -- Constitutional Amendment Proposal
- 01-06** Adopting Collective Bargaining Agreement between SCC and SCC Corrections Officers and Professional Employees Association -- POAM
- 01-07** Adopting Collective Bargaining Agreement between 31<sup>st</sup> Judicial Circuit Court, Family Division, the County of St. Clair and 31<sup>st</sup> Judicial Circuit Court, Family Division Supervisors Association
- 01-08** Adopting Collective Bargaining Agreement Between the County of St. Clair and SCC Sheriff Department Supervisors AFSCME Local 1518, Michigan Council 25
- 01-09** Labor Contract with Juvenile Detention Center Employees-Teamster Local 214
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- 01-51** Election of Original County Pension Plan
- 01-52** Adopting 2002 Special Revenue Funds Budgets & Amending the 2001 General and Special Revenue Funds Budgets

**RESOLUTION 01-52**

**ADOPTING 2002 SPECIAL REVENUE FUNDS BUDGETS AND AMENDING THE 2001 GENERAL AND SPECIAL REVENUE FUNDS BUDGETS**

**WHEREAS**, under the provisions of the Uniform Budgeting and Accounting Act, P.A. 621 of 1978 as amended, for local units of government in Michigan, all budgets for Special Revenue Funds must be adopted by the Legislative Body; and

**WHEREAS**, the County Administrator/Controller hereby submits and recommends the adoption of the 2002 budgets of the County's various Special Revenue Funds (attached as Exhibit "A") in accordance with the Uniform Budgeting and Accounting Act, P.A. 621 of 1978 as amended; and


**WHEREAS**, also under P.A. 621 of 1978 as amended, 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 budgeted revenues and expenditures should be compared with the actual revenues and expenditures in the financial statements at year-end; and

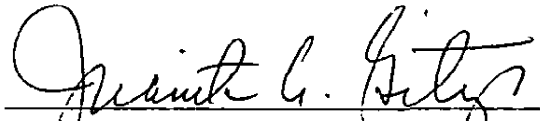

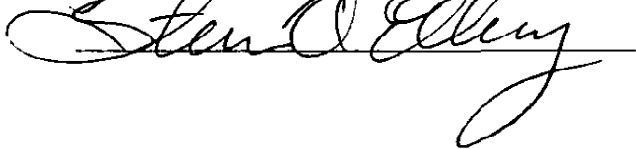
**WHEREAS**, in the 2001 General and Special Revenue Funds budgets the revenues and expenditures totals should be amended as recommended by the Administrator/Controller (attached as Exhibit "B").

**NOW, THEREFORE BE IT RESOLVED**, that the above recommended 2002 Special Revenue Funds Budgets be adopted and the 2001 Budgets of the General and Special Revenue Funds be amended as recommended, in compliance with State of Michigan Public Act 621 of 1978, as amended, which amends Public Act 2 of 1968, entitled "The Uniform Budgeting and Accounting Act".

**DATED: December 19, 2001**

Reviewed and Approved as to form by:

  
\_\_\_\_\_  
GARY A. FLETCHER  
Corporation Counsel  
522 Michigan St.  
Port Huron, Michigan

  
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ST. CLAIR COUNTY  
SPECIAL REVENUE FUNDS  
2002 BUDGETS

EXHIBIT "A"

	PARKS AND RECREATION	FRIEND OF COURT ACT 294	HEALTH DEPARTMENT	SUBSTANCE ABUSE	PLANNING
<u>REVENUES</u>					
Taxes	2,347,000	-	-	-	-
License & Permits	-	-	-	-	-
Intergovernmental - Federal	-	391,051	-	-	65,000
- State	-	35,548	6,030,016	276,751	-
- Other	-	-	-	-	-
Charges for Services	26,500	15,720	935,331	-	8,500
Fines & Forfeits	-	-	-	-	-
Interest & Rents	44,690	-	-	-	-
Other Revenues	2,000	-	-	-	-
<b>TOTAL REVENUES</b>	<b>2,420,190</b>	<b>442,319</b>	<b>6,965,347</b>	<b>276,751</b>	<b>73,500</b>
<u>EXPENDITURES</u>					
Judicial	-	459,103	-	-	-
General Government	-	-	-	-	493,124
Public Safety	-	-	-	-	-
Public Works	-	-	-	-	-
Health & Welfare	-	-	9,500,180	276,751	-
Recreation & Culture	1,285,190	-	-	-	-
Capital Outlay	1,251,800	13,000	77,206	-	18,000
<b>TOTAL EXPENDITURES</b>	<b>2,536,990</b>	<b>472,103</b>	<b>9,577,386</b>	<b>276,751</b>	<b>511,124</b>
<u>OTHER FINANCING SOURCES(USES)</u>					
Operating Transfers in -					
County Appropriation	116,800	-	2,412,038	-	437,624
Other	-	-	-	-	-
Operating Transfers Out	-	-	-	-	-
	<b>116,800</b>	<b>-</b>	<b>2,412,038</b>	<b>-</b>	<b>437,624</b>
Excess of Budgeted Revenues and Other Sources over (under) Budgeted Expenditures and Other Uses	-	(29,784)	(200,001)	-	-
Estimated Fund Balance at Start of Year	2,633,109	779,366	3,556,093	214,583	11,350
Estimated Fund Balance at End of Year	2,633,109	749,582	3,356,092	214,583	11,350



**ST. CLAIR COUNTY  
SPECIAL REVENUE FUNDS  
2002 BUDGETS**

**EXHIBIT "A"**

	<b>PUBLIC IMPROVEMENT</b>	<b>LIBRARY</b>	<b>REDEVELOPMENT AND HOUSING</b>	<b>DRUG TASK FORCE MILLAGE</b>
Taxes	-	2,356,894	-	1,315,961
License & Permits	-	-	-	-
Intergovernmental - Federal	-	-	354,000	-
- State	-	209,941	-	20,000
- Other	-	-	-	-
Charges for Services	-	27,000	-	-
Fines & Forfeits	-	735,000	-	30,000
Interest & Rents	-	85,225	-	25,000
Other Revenues	-	15,000	-	-
<b>TOTAL REVENUES</b>	-	<b>3,429,060</b>	<b>354,000</b>	<b>1,390,961</b>

Judicial	-	-	-	-
General Government	200,000	-	-	-
Public Safety	-	-	-	933,955
Public Works	-	-	-	-
Health & Welfare	-	-	364,000	-
Recreation & Culture	-	3,248,529	-	-
Capital Outlay	527,900	1,287,707	-	131,900
<b>TOTAL EXPENDITURES</b>	<b>727,900</b>	<b>4,536,236</b>	<b>364,000</b>	<b>1,065,855</b>

**OTHER FINANCING SOURCES(USES)**

Operating Transfers in -				
County Appropriation	200,000	378,021	10,000	-
Other	-	-	-	-
Operating Transfers Out	-	-	-	(187,888)
	<b>200,000</b>	<b>378,021</b>	<b>10,000</b>	<b>(187,888)</b>

Excess of Budgeted Revenues and Other Sources over (under) Budgeted Expenditures and Other Uses	(527,900)	(729,155)	-	137,218
Estimated Fund Balance at Start of Year	938,210	1,648,278	203,460	677,791
Estimated Fund Balance at End of Year	410,310	919,123	203,460	815,009



ST. CLAIR COUNTY  
RECOMMENDED GENERAL FUND  
2001 BUDGET ADJUSTMENTS

SUMMARY

2001 Original Revenue Budget	44,003,213
Net Revenue Adjustments	(1,027,812)
2001 Adjusted Revenue Budget	<u>42,975,401</u>
2001 Original Expenditure Budget	44,003,213
Net Expenditure Adjustments	(1,027,812)
2001 Adjusted Expenditure Budget	<u>42,975,401</u>

EXHIBIT "B"

ST. CLAIR COUNTY  
RECOMMENDED GENERAL FUND  
2001 BUDGET ADJUSTMENTS

EXHIBIT "B"

REVENUES	EXPENDITURES	Legislative
	36,000	Board of Commissioners
	(906,143)	Other Legislative Activities
<b>Judicial</b>		
	50,000	District Court
	(20,000)	Courthouse Security
	40,000	Pretrial Services Grant
	(6,000)	Law Library
	70,000	Probate Court
	(50,000)	Circuit Court - Family Division
	8,669	Probation
	9,000	District Court Probation
	(12,000)	Family Counseling
	(85,000)	Friend of Court
<b>General Government</b>		
	(25,000)	Michigan Jobs Training Project
	4,000	Elections
	(40,000)	Equalization
	(93,000)	Human Resources
	(85,000)	Staff Resource Pool
	(44,000)	Prosecuting Attorney
	7,000	Child Protective Grant
	15,000	Register of Deeds
	(21,500)	Treasurer
	(20,000)	Cooperative Extension
	100,000	Information Technology
	60,000	FIA Building Lease Maintenance
	338,081	Drain Commissioner
	3,000	Motor Pool
<b>Public Safety</b>		
	(200,000)	Sheriff
	99,780	COPS Technology Grant
	50,000	Communications/Radio
	80,000	Marine Law Enforcement
	(315,000)	Jail
	6,500	Jail Population Monitor
	40,000	Inmate Billing
	125,000	Probation Residence Services
	3,000	Juvenile Correction Facility
	(799,397)	

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<u>REVENUES</u>		<u>EXPENDITURES</u>	
<b>Public Safety (Cont.)</b>			
Emergency Preparedness	-	15,000	
Hazardous Materials Handling	107,000	130,000	
Skywarn	-	1,000	
<b>Health and Welfare</b>			
Veteran's Counselor	500	-	
<b>Other Functions</b>			
Contingencies	-	(201,199)	
		(1,027,812)	(1,027,812)

ST. CLAIR COUNTY  
 RECOMMENDED GENERAL FUND  
 2001 BUDGET ADJUSTMENTS

**ST. CLAIR COUNTY  
SPECIAL REVENUE FUNDS  
2001 AMENDED BUDGETS**

**EXHIBIT "B"**

	PARKS AND RECREATION	FRIEND OF COURT ACT 294	HEALTH DEPARTMENT	SUBSTANCE ABUSE	PLANNING
<b>REVENUES</b>					
Taxes	2,217,700	-	-	-	-
License & Permits	-	-	-	-	-
Intergovernmental - Federal	-	432,321	-	-	65,000
- State	167,000	-	5,352,181	299,128	-
- Other	-	-	-	-	-
Charges for Services	25,000	17,170	830,125	-	31,000
Fines & Forfeits	-	-	-	-	-
Interest & Rents	166,000	43,000	-	14,000	-
Other Revenues	7,600	-	25,000	-	10,000
<b>TOTAL REVENUES</b>	<b>2,583,300</b>	<b>492,491</b>	<b>6,207,306</b>	<b>313,128</b>	<b>106,000</b>
<b>EXPENDITURES</b>					
Judicial	-	402,083	-	-	-
General Government	-	-	-	-	528,909
Public Safety	-	-	-	-	-
Public Works	-	-	-	-	-
Health & Welfare	-	-	8,435,840	313,128	-
Recreation & Culture	1,276,030	-	-	-	-
Capital Outlay	1,000,000	200,000	94,918	-	40,000
<b>TOTAL EXPENDITURES</b>	<b>2,276,030</b>	<b>602,083</b>	<b>8,530,758</b>	<b>313,128</b>	<b>568,909</b>
<b>OTHER FINANCING SOURCES(USES)</b>					
Operating Transfers in -					
County Appropriation	116,837	-	2,323,451	-	398,895
Other	-	-	61,606	-	58,999
Operating Transfers Out	-	-	(300,000)	-	-
	<b>116,837</b>	<b>-</b>	<b>2,085,057</b>	<b>-</b>	<b>457,894</b>
Excess of Budgeted Revenues and Other Sources over (under) Budgeted Expenditures and Other Uses	424,107	(109,592)	(238,395)	-	(5,015)
Fund Balance at Beginning of Year	2,209,002	888,958	3,794,488	214,583	16,365
Estimated Fund Balance at End of Year	2,633,109	779,366	3,556,093	214,583	11,350

ST. CLAIR COUNTY  
SPECIAL REVENUE FUNDS  
2001 AMENDED BUDGETS

EXHIBIT "B"

REVENUES

	PUBLIC IMPROVEMENT	LIBRARY	REDEVELOPMENT AND HOUSING	TASK FORCE MILLAGE	DRUG
Taxes	-	2,217,202	-	-	1,236,314
License & Permits	-	-	-	-	-
Intergovernmental - Federal	-	-	354,000	-	-
- State	-	260,550	-	-	50,600
- Other	-	9,500	-	-	-
Charges for Services	-	57,000	-	-	-
Fines & Forfeits	-	925,000	-	-	195,000
Interest & Rents	-	50,000	-	-	25,000
Other Revenues	-	6,100	-	-	52,100
<b>TOTAL REVENUES</b>	-	<b>3,525,352</b>	<b>354,000</b>	-	<b>1,559,014</b>

EXPENDITURES

Judicial	-	-	-	-	-
General Government	50,000	-	-	-	-
Public Safety	-	-	-	-	1,293,449
Public Works	-	-	-	-	-
Health & Welfare	-	-	364,000	-	-
Recreation & Culture	-	3,119,660	-	-	-
Capital Outlay	50,000	1,175,728	-	-	104,020
<b>TOTAL EXPENDITURES</b>	<b>100,000</b>	<b>4,295,388</b>	<b>364,000</b>	-	<b>1,397,469</b>

OTHER FINANCING SOURCES(USES)

Operating Transfers in -					
County Appropriation	1,000,000	378,021	10,000	-	-
Other	100,000	-	-	-	-
Operating Transfers Out	(950,000)	-	(58,999)	(183,404)	(183,404)
	<b>150,000</b>	<b>378,021</b>	<b>(48,999)</b>	<b>(183,404)</b>	<b>(183,404)</b>

Excess of Budgeted Revenues and Other Sources over (under) Budgeted Expenditures and Other Uses

	50,000	(392,015)	(58,999)	(21,859)	
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Fund Balance at Beginning of Year

	888,210	2,040,293	262,459	699,650	
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Estimated Fund Balance at End of Year

	938,210	1,648,278	203,460	677,791	
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**ST. CLAIR COUNTY  
SPECIAL REVENUE FUNDS  
2001 AMENDED BUDGETS**

**EXHIBIT "B"**

	SENIOR CITIZENS MILLAGE	FAMILY INDEPENDENCE AGENCY	CHILD CARE	VETERAN'S TRUST
<b><u>REVENUES</u></b>				
Taxes	2,216,202	-	-	-
License & Permits	-	-	-	-
Intergovernmental - Federal	-	700,000	62,500	-
- State	38,882	590,000	986,413	65,000
- Other	-	-	-	-
Charges for Services	-	-	102,000	-
Fines & Forfeits	-	-	-	-
Interest & Rents	45,000	-	-	-
Other Revenues	-	3,500	11,200	-
<b>TOTAL REVENUES</b>	<b>2,300,084</b>	<b>1,293,500</b>	<b>1,162,113</b>	<b>65,000</b>
<b><u>EXPENDITURES</u></b>				
Judicial	-	-	-	-
General Government	-	-	-	-
Public Safety	-	-	-	-
Public Works	-	-	-	-
Health & Welfare	2,476,163	1,790,250	1,257,274	65,000
Recreation & Culture	-	-	-	-
Capital Outlay	-	-	55,000	-
<b>TOTAL EXPENDITURES</b>	<b>2,476,163</b>	<b>1,790,250</b>	<b>1,312,274</b>	<b>65,000</b>
<b><u>OTHER FINANCING SOURCES(USES)</u></b>				
Operating Transfers in -				
County Appropriation	-	596,750	261,564	-
Other	-	-	-	-
Operating Transfers Out	(61,606)	(100,000)	-	-
	<b>(61,606)</b>	<b>496,750</b>	<b>261,564</b>	<b>-</b>
Excess of Budgeted Revenues and Other Sources over (under) Budgeted Expenditures and Other Uses	(237,685)	-	111,403	-
Fund Balance at Beginning of Year	614,283	1,069,050	2,587,757	7,337
Estimated Fund Balance at End of Year	376,598	1,069,050	2,699,160	7,337



**RESOLUTION 01-51**

**Election of Original County Pension Plan**

**Whereas**, the St. Clair County Board of Commissioners has reaffirmed the cut off election date in the St. Clair County Pension Plan to be the year 1993; and

**Whereas**, it has been determined that a typographical error occurred in the subsequent Personnel Policies of the County which noted the cut off date to be the year 1995; and

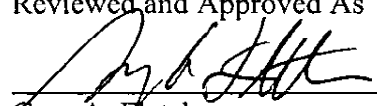
**Whereas**, this typographical error led to the offering of election to two individuals who would have not otherwise been given the election; and

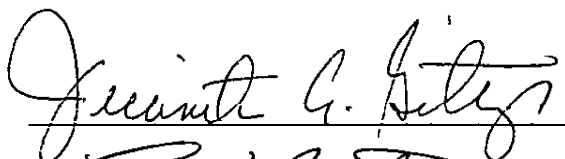
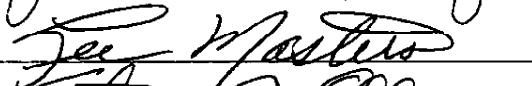
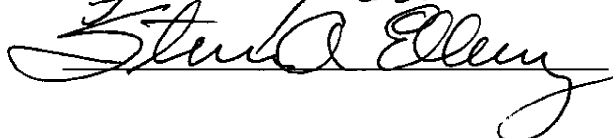
**Whereas**, the St. Clair County Board of Commissioners has directed Administration, due to the typographical error, to honor the offer of election for County Pension Plan.

**Now, therefore, be it resolved** that the St. Clair County Board of Commissioners declares the year 1993 to be the cut off date for the County Pension Plan. Also, be it resolved, that the two individuals who were affected by this error, be granted the opportunity for election.

**DATED: December 19, 2001**

Reviewed and Approved As To Form By:

  
\_\_\_\_\_  
Gary A. Fletcher  
County Corporation Counsel  
522 Michigan  
Port Huron, MI 48060

  
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**RESOLUTION 01-50  
ADOPTING COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE COUNTY OF ST. CLAIR COUNTY  
AND  
ST. CLAIR COUNTY SHERIFF DEPARTMENT  
EMPLOYEES ASSOCIATION -POAM**

WHEREAS, on February 25, 1998, the St. Clair County Board of Commissioners adopted Resolution 98-08 for the purpose of approving a Collective Bargaining Agreement with St. Clair County and St. Clair County Sheriff Department Employees - POAM which resolution referred to the term of the Agreement to be July 1, 1996 through June 30, 1999, and,

WHEREAS, it has been discovered that the date for the term of the Collective Bargaining Agreement was incorrectly stated in Resolution 98-08 and is actually July 1, 1996 through June 30, 2000, and,

WHEREAS, it is necessary to correct the actual date for the term of the Collective Bargaining Agreement for purposes of filing with the State Pension Plan Committee,

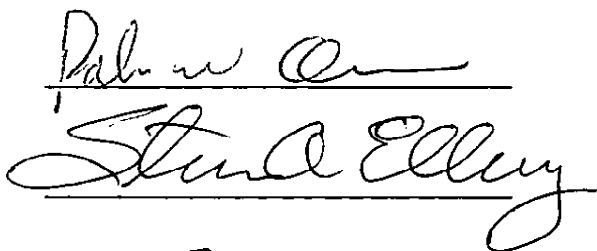
NOW THEREFORE, BE IT RESOLVED, that adoption of this Resolution hereby corrects the date stated in previous Resolution 98-08 for a Collective Bargaining Agreement between St. Clair County and St. Clair County Sheriff Department Employees - POAM from the period July 1, 1996 through June 30, 1999 to July 1, 1996 through June 30, 2000 and is hereby approved and adopted.

Date December 5, 2001

Reviewed and Approved by:



GARY FLETCHER  
County Corporation Counsel  
522 Michigan Street  
Port Huron, MI 48060



Revised

**RESOLUTION 01-49  
ADOPTING COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE ST. CLAIR COUNTY BOARD OF COMMISSIONERS  
72ND. JUDICIAL DISTRICT COURT  
AND  
DISTRICT COURT EMPLOYEES  
A.F.S.C.M.E. COUNCIL 25**

WHEREAS, the 72nd. Judicial District Court Employees, Chapter of Local 1518 A.F.S.C.M.E. Council 25 is recognized by the Michigan Employment Relations Commission, the 72nd. Judicial District Court, and the County of St. Clair as the exclusive representative of certain employees of the District Court and,

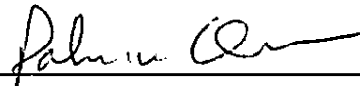
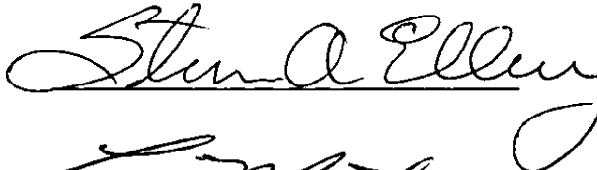

WHEREAS, the parties have collectively bargained mutually acceptable terms and conditions;

NOW THEREFORE, BE IT RESOLVED, that the Collective Bargaining Agreement (Attached Exhibit "A"), for the period July 1, 2001 through June 30, 2005 is hereby approved and adopted.

Date December 5, 2001

Reviewed and Approved by:

  
\_\_\_\_\_  
GARY FLETCHER  
County Corporation Counsel  
522 Michigan Street  
Port Huron, MI 48060

  
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RESOLUTION 01-48

RELATIVE TO ANNUAL COUNTY AT LARGE DRAIN ASSESSMENTS

WHEREAS, pursuant to provisions of the Michigan Drain Code, the Drain Commissioner has submitted to the County Board of Commissioners, a listing of County Drains and the associated County At Large Drain Assessments showing the money to be paid by and assessed against the County for drain purposes for the year 2001; and

WHEREAS, the payments of said amounts must be reviewed and approved by the County Board of Commissioners for the purpose of authorizing the payment or transfer of said amounts from the county's general fund to the drain funds; and

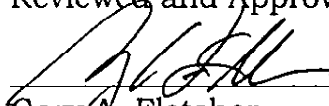
WHEREAS, the County has previously budgeted \$100,000 dollars for Drains Public for Fiscal Year 2001 and the total of the At Large Assessments herein submitted is less than that budgeted amount;

NOW, THEREFORE, BE IT RESOLVED:

1. That the County At Large Drain Assessment Roll for 2001 is marked as "Exhibit A", attached hereto and made a part hereof by reference.
2. That the Drain Commissioner's County At Large Drain Assessments, totaling \$89,363.36 dollars, are hereby approved, and the amounts apportioned therein shall be paid and assessed against the County at Large, according to such apportionment of benefits provided and as agreed to by the County.
3. All resolutions and parts of resolutions in conflict with this Resolution are, to the extent of the conflict, rescinded.

DATED: December 5, 2001

Reviewed and Approved by:

  
 \_\_\_\_\_  
 Gary A. Fletcher  
 St. Clair County Corporation Counsel  
 522 Michigan  
 Port Huron, MI 48060

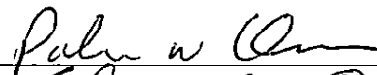
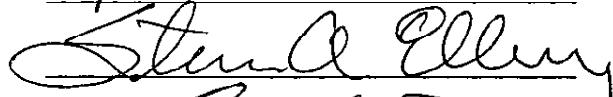
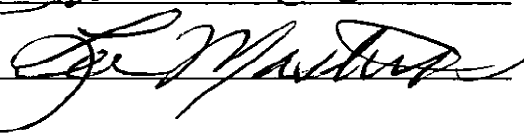
  
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Exhibit A  
COUNTY AT LARGE DRAIN ASSESSMENTS  
2001

Alpine, Extension & Branch #1	\$	200.00
Angel Creek	\$	102.00
Arnold	\$	302.00
Barringer	\$	261.94
Benke	\$	143.50
Benoit	\$	51.00
Big Hand	\$	34.00
Black, Segate & Reid Intercounty	\$	428.04
Blackney	\$	52.71
Bowman	\$	200.00
Brace	\$	5,191.58
Bricker	\$	1,690.50
Burt	\$	230.00
Cameron	\$	517.66
Cartwright	\$	824.50
Collins & Branches	\$	170.00
Conniff	\$	868.50
Cooper	\$	2,387.00
Cowhy	\$	306.00
Cox Doty	\$	240.00
Currier	\$	91.76
Cuttle	\$	168.00
Dana	\$	119.00
Dawson	\$	102.00
Doe Creek & Branch #1	\$	142.50
Doe Creek Branch #2	\$	34.00
Doyle	\$	248.53
Dowling	\$	3,356.50
East Branch Jordan Creek	\$	321.00
Emmett	\$	366.00
Eschenburg	\$	900.69
Eves & Extension	\$	2,478.50
Eves Branch #2	\$	1,318.50
Forrest Manor Storm Sewer	\$	1,210.00
Fueslein & Branches	\$	187.00
Furlong	\$	1,183.80
Galbraith	\$	273.50
Gleason & Branches	\$	72.21
Graham	\$	8,838.54
Graham Branch "A"	\$	482.50
Green	\$	119.00
Hannah North Belle River	\$	1,551.00
Harsens Island	\$	85.00
Hathaway & Branches	\$	782.00
Hill	\$	5,124.00
Holland & Branches	\$	478.50
Holley & Branches	\$	1,243.85
Howe-Brandymore	\$	68.00
Huffman & Branches	\$	272.00

Exhibit A  
COUNTY AT LARGE DRAIN ASSESSMENTS  
2001

Johnson	\$	234.00
Jordan Creek	\$	180.72
Kelly	\$	34.00
Kenney	\$	130.00
Kenockee Clyde	\$	386.00
Kolb	\$	1,193.00
Kreisch	\$	165.00
Liverance	\$	10.55
London	\$	1,000.00
Lovejoy	\$	212.50
Lynn & Branches	\$	674.01
Lynn #15	\$	357.05
Marine City Dredge Cut	\$	215.00
Marine City Dredge Cut Br #1	\$	630.00
Meadow Lawn	\$	51.00
Middleton	\$	673.50
Moak & Branch #1	\$	1,649.00
Mueller Farms Storm Sewer	\$	539.25
McGeorge Branches	\$	7,089.28
McLaren	\$	1,438.00
Neaton	\$	68.00
Nelson	\$	3,985.50
Number 202	\$	1,015.50
Number 203	\$	200.00
Number 209	\$	34.00
Number 211	\$	754.50
Oakwood Storm Sewer	\$	170.00
Ohmer	\$	67.39
O'Loughlin	\$	519.00
Ostrander	\$	1,402.00
Parker Riley	\$	58.92
Pauly	\$	234.00
Popplewell Branch of Pine River	\$	200.00
Railroad Branch #2	\$	34.00
Read	\$	200.00
Routley	\$	85.00
Scott	\$	51.00
Section 27	\$	288.79
Shanahan	\$	404.99
Sharrard-Burgess & Branches	\$	4,454.00
Short	\$	34.00
Smith Cottrellville	\$	136.00
South Branch Pine River	\$	474.50
Spencer	\$	357.50
Sprotberry & Branches	\$	216.00
Stewart	\$	183.00
Stuever	\$	240.00
Swartout	\$	2,603.84
Sykes	\$	39.81

Exhibit A  
COUNTY AT LARGE DRAIN ASSESSMENTS  
2001

Talmadge	\$	204.00
Thompson	\$	289.50
Todd	\$	207.50
Troy	\$	236.40
Vincent	\$	707.00
Warner	\$	212.50
W Marsh & E Br Bovia Creek	\$	34.00
Westrick	\$	1,392.55
Whackenbush	\$	68.00
Whalen	\$	1,579.50
White	\$	1,250.00
Wolf	\$	340.50
Wolvin	\$	550.50
Youngs	\$	1,099.50

**TOTAL \$ 89,363.36**

**RESOLUTION 01-47**

**ESTABLISHING SALARIES OF SPECIFIC CLASSIFICATIONS  
SUBJECT TO THE WAGE GRADE PLAN FOR 2002**

**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

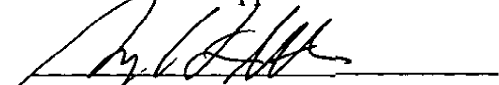
**WHEREAS,** the St. Clair County Board of Commissioners has reviewed and evaluated the compensation of said Wage Grade Plan classifications and recommended the action specified herein concluding that said action is due and appropriate.

**NOW, THEREFORE, BE IT RESOLVED:**

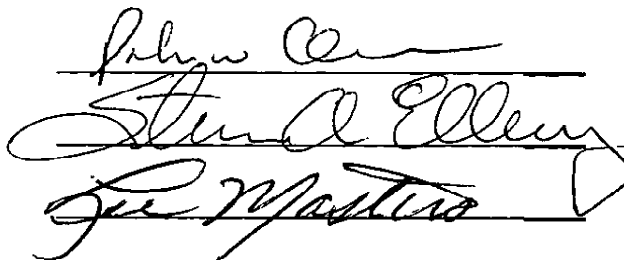
- 1) That the Wage Grade levels of classifications subject to the Wage Grade Plan, be, and the same hereby are established as specified in Exhibit "A" attached hereto, and made a part thereof by reference.
- 2) That the Wage Grade levels herein shall be for one year (2002) effective January 1, 2002.
- 3) All resolutions and parts of resolutions in conflict with this resolution, are to the extent of the conflict, hereby rescinded.

**DATED: December 5, 2001**

Reviewed and Approved As To Form By:



Gary A. Fletcher  
County Corporation Counsel  
522 Michigan  
Port Huron, MI 48060





**ST. CLAIR COUNTY  
WAGE GRADE SCHEDULE FOR 2002**

<b>STEP</b>	<b>START</b>	<b>6 MOS.</b>	<b>1 YEAR</b>	<b>2 YEAR</b>	<b>3 YEAR</b>	<b>4 YEAR</b>	<b>5 YEAR</b>
<b>GRADE</b>	3%						
070	21,728	22,271	22,601	23,506	24,445	25,420	26,438
071	21,965	22,405	22,850	23,764	24,713	25,702	26,730
072	22,203	22,646	23,100	24,022	24,982	25,981	27,021
073	22,441	22,890	23,347	24,280	25,251	26,260	27,313
074	22,682	23,133	23,596	24,539	25,518	26,538	27,602
075	22,922	23,378	23,845	24,797	25,790	26,821	27,893
076	23,159	23,620	24,094	25,057	26,057	27,099	28,183
077	23,399	23,864	24,340	25,315	26,327	27,379	28,474
078	23,637	24,108	24,590	25,573	26,596	27,658	28,765
079	23,875	24,352	24,838	25,831	26,863	27,937	29,054
080	24,112	24,594	25,086	26,090	27,133	28,216	29,345
081	24,352	24,838	25,333	26,346	27,399	28,495	29,636
082	24,591	25,082	25,583	26,606	27,669	28,775	29,925
083	24,831	25,326	25,831	26,863	27,937	29,053	30,214
084	25,069	25,569	26,083	27,123	28,208	29,335	30,510
085	25,308	25,813	26,328	27,380	28,475	29,614	30,800
086	25,547	26,056	26,576	27,640	28,746	29,895	31,092
087	25,786	26,301	26,827	27,902	29,013	30,175	31,381
088	26,023	26,544	27,074	28,156	29,281	30,452	31,670
089	26,262	26,788	27,323	28,415	29,551	30,733	31,962
090	26,502	27,029	27,569	28,670	29,819	31,009	32,251
091	26,741	27,274	27,819	28,931	30,086	31,289	32,541
092	26,979	27,517	28,066	29,188	30,354	31,570	32,829
093	27,219	27,761	28,316	29,448	30,625	31,850	33,124
094	27,457	28,005	28,564	29,706	30,895	32,128	33,414
095	27,696	28,249	28,812	29,965	31,162	32,408	33,705
096	27,933	28,492	29,059	30,223	31,430	32,687	33,995
097	28,172	28,735	29,309	30,481	31,698	32,967	34,287
098	28,412	28,980	29,559	30,739	31,970	33,246	34,577
099	28,650	29,224	29,807	30,999	32,238	33,528	34,869
100	28,888	29,466	30,054	31,254	32,506	33,804	35,155
101	29,129	29,709	30,303	31,515	32,775	34,083	35,447
102	29,366	29,953	30,551	31,773	33,045	34,366	35,741
103	29,605	30,198	30,800	32,030	33,313	34,643	36,029
104	29,843	30,440	31,048	32,291	33,580	34,923	36,321
105	30,081	30,685	31,296	32,549	33,849	35,202	36,610
106	30,320	30,926	31,546	32,807	34,118	35,482	36,900
107	30,561	31,170	31,794	33,064	34,387	35,761	37,191
108	30,799	31,414	32,042	33,323	34,655	36,041	37,482
109	31,039	31,658	32,292	33,581	34,924	36,322	37,775
110	31,278	31,899	32,537	33,840	35,193	36,600	38,064
111	31,515	32,145	32,785	34,099	35,462	36,879	38,354

**ST. CLAIR COUNTY  
WAGE GRADE SCHEDULE FOR 2002**

STEP	START	6 MOS.	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR
<b>GRADE</b>	3%						
112	31,754	32,387	33,035	34,357	35,731	37,159	38,646
113	31,992	32,631	33,284	34,615	35,997	37,438	38,936
114	32,231	32,873	33,533	34,874	36,268	37,716	39,227
115	32,471	33,117	33,781	35,132	36,535	37,997	39,517
116	32,710	33,363	34,028	35,390	36,805	38,276	39,806
117	32,949	33,605	34,277	35,647	37,072	38,555	40,098
118	33,188	33,663	34,527	35,904	37,342	38,834	40,386
119	33,426	34,093	34,774	36,163	37,611	39,115	40,680
120	33,663	34,336	35,020	36,421	37,878	39,391	40,967
121	33,901	34,579	35,270	36,681	38,146	39,671	41,259
122	34,141	34,824	35,519	36,938	38,415	39,952	41,549
123	34,380	35,065	35,766	37,197	38,686	40,231	41,841
124	34,619	35,310	36,016	37,456	38,953	40,510	42,130
125	34,858	35,554	36,263	37,712	39,221	40,790	42,423
126	35,097	35,798	36,514	37,972	39,489	41,071	42,712
127	35,335	36,041	36,762	38,232	39,761	41,349	43,006
128	35,573	36,284	37,010	38,490	40,029	41,628	43,294
129	35,811	36,529	37,258	38,748	40,296	41,909	43,583
130	36,052	36,773	37,508	39,005	40,564	42,219	43,875
131	36,290	37,015	27,454	39,264	40,833	42,467	44,163
132	36,529	37,258	38,003	39,522	41,102	42,746	44,457
133	36,769	37,502	38,252	39,781	41,372	43,026	44,748
134	37,007	37,746	38,500	40,038	41,641	43,303	45,037
135	37,245	37,989	38,748	40,296	41,909	43,583	45,328
136	37,484	38,233	38,997	40,556	42,179	43,867	45,621
137	37,721	38,476	39,245	40,814	42,447	44,144	45,910
138	37,962	38,721	39,492	41,074	42,714	44,423	46,199
139	38,202	38,965	39,744	41,333	42,985	44,705	46,490
140	38,439	39,207	39,990	41,587	43,251	44,980	46,782
141	38,680	39,449	40,239	41,847	43,522	45,260	47,071
142	38,918	39,695	40,487	42,105	43,788	45,538	47,359
143	39,156	39,937	40,737	42,365	44,058	45,822	47,652
144	39,392	40,180	40,985	42,621	44,327	46,100	47,943
145	39,630	40,423	41,233	42,883	44,596	46,378	48,234
146	39,870	40,667	41,480	43,141	44,864	46,660	48,525
147	40,109	40,912	41,729	43,398	45,134	46,936	48,815
148	40,347	41,156	41,979	43,658	45,401	47,217	49,109
149	40,587	41,397	42,228	43,916	45,670	47,497	49,398
150	40,826	41,642	42,473	44,174	45,938	47,777	49,688
151	41,065	41,886	42,722	44,429	46,206	48,055	49,976
152	41,302	42,129	42,972	44,689	46,478	48,336	50,266
153	41,541	42,372	43,219	44,947	46,747	48,616	50,560

**ST. CLAIR COUNTY  
WAGE GRADE SCHEDULE FOR 2002**

<b>STEP</b>	<b>START</b>	<b>6 MOS.</b>	<b>1 YEAR</b>	<b>2 YEAR</b>	<b>3 YEAR</b>	<b>4 YEAR</b>	<b>5 YEAR</b>
<b>GRADE</b>	3%						
154	41,780	42,616	43,469	45,206	47,014	48,893	50,848
155	42,019	42,858	43,715	45,465	47,283	49,172	51,141
156	42,258	43,106	43,966	45,724	47,552	49,452	51,430
157	42,497	43,345	44,214	45,980	47,821	49,735	51,724
158	42,736	43,590	44,463	46,240	48,089	50,012	52,014
159	42,976	43,834	44,711	46,497	48,356	50,293	52,303
160	43,212	44,077	44,958	46,756	48,624	50,569	52,591
161	43,451	44,322	45,205	47,013	48,892	50,847	52,881
162	43,691	44,564	45,452	47,270	49,163	51,128	53,173
163	43,928	44,807	45,702	47,531	49,431	51,407	53,463
164	44,168	45,051	45,951	47,789	49,700	51,687	53,756
165	44,407	45,295	46,209	48,048	49,967	51,968	54,045
166	44,645	45,537	46,447	48,305	50,238	52,248	54,338
167	44,885	45,782	46,698	48,565	50,505	52,526	54,626
168	45,121	46,025	46,946	48,822	50,775	52,804	54,917
169	45,360	46,270	47,195	49,080	51,042	53,083	55,205
170	45,600	46,512	47,441	49,337	51,309	53,363	55,496
171	45,838	46,756	47,690	49,598	51,581	53,643	55,790
172	46,079	46,999	47,936	49,856	51,849	53,923	56,079
173	46,317	47,244	48,188	50,115	52,118	54,203	56,371
174	46,556	47,486	48,436	50,373	52,387	54,481	56,661
175	46,795	47,731	48,684	50,631	52,656	54,761	56,953
176	47,033	47,973	48,932	50,889	52,924	55,041	57,241
177	47,270	48,217	49,179	51,147	53,193	55,320	57,532
178	47,511	48,463	49,429	51,406	53,462	55,599	57,821
179	47,749	48,705	49,678	51,664	53,731	55,880	58,116
180	47,988	48,946	49,924	51,923	53,998	56,159	58,404
181	48,227	49,191	50,173	52,179	54,267	56,436	58,694
182	48,467	49,435	50,423	52,439	54,535	56,716	58,985
183	48,705	49,678	50,672	52,698	54,804	56,997	59,275
184	48,943	49,921	50,920	52,954	55,074	57,276	59,568
185	49,180	50,165	51,168	53,214	55,341	57,556	59,856
186	49,420	50,408	51,418	53,471	55,611	57,835	60,147
187	49,658	50,652	51,664	53,731	55,880	58,115	60,438
188	49,898	50,895	51,914	53,988	56,150	58,394	60,730
189	50,136	51,140	52,162	54,249	56,418	58,674	61,021
190	50,376	51,382	52,408	54,507	56,684	58,952	61,309
191	50,615	51,628	52,659	54,763	56,955	59,231	61,601
192	50,852	51,870	52,905	55,023	57,223	59,511	61,892
193	51,091	52,114	53,155	55,281	57,490	59,792	62,182
194	51,331	52,357	53,404	55,538	57,759	60,071	62,474
195	51,568	52,601	53,654	55,797	58,029	60,348	62,763

**ST. CLAIR COUNTY  
WAGE GRADE SCHEDULE FOR 2002**

STEP	START	6 MOS.	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR
GRADE	3%						
196	51,808	52,844	53,900	56,056	58,297	60,630	63,056
197	52,046	53,087	54,149	56,315	58,567	60,909	63,345
198	52,286	53,331	54,398	56,574	58,835	61,190	63,635
199	52,525	53,575	54,647	56,831	59,104	61,467	63,926
200	52,762	53,816	54,894	57,090	59,373	61,747	64,216
201	53,001	54,061	55,143	57,347	59,639	62,027	64,505
202	53,241	54,306	55,390	57,606	59,909	62,305	64,802
203	53,478	54,551	55,642	57,865	60,181	62,589	65,091
204	53,718	54,794	55,889	58,125	60,449	62,868	65,383
205	53,958	55,035	56,135	58,381	60,719	63,146	65,671
206	54,197	55,280	56,385	58,640	60,985	63,425	65,962
207	54,436	55,523	56,631	58,901	61,255	63,706	66,253
208	54,672	55,766	56,882	59,157	61,524	63,985	66,544
209	54,911	56,010	57,132	59,417	61,793	64,264	66,836
210	55,150	56,254	57,380	59,675	62,063	64,545	67,128
211	55,389	56,497	57,627	59,934	62,331	64,824	67,415
212	55,627	56,743	57,877	60,192	62,597	65,103	67,707
213	55,867	56,986	58,124	60,447	62,867	65,381	67,996
214	56,107	57,228	58,373	60,707	63,134	65,661	68,287
215	56,345	57,472	58,620	60,966	63,404	65,939	68,576
216	56,582	57,714	58,869	61,222	63,673	66,220	68,866
217	56,822	57,956	59,117	61,482	63,941	66,500	69,160
218	57,060	58,202	59,367	61,742	64,211	66,780	69,451
219	57,299	58,444	59,615	62,066	64,481	67,060	69,743
220	57,537	58,689	59,863	62,257	64,748	67,339	70,031
221	57,776	58,930	60,112	62,516	65,018	67,617	70,322
222	58,017	59,177	60,359	62,775	65,286	67,898	70,614
223	58,255	59,421	60,608	63,032	65,551	68,176	70,902
224	58,492	59,664	60,859	63,292	65,824	68,457	71,194
225	58,732	59,906	61,106	63,548	66,091	68,734	71,484
226	58,970	60,150	61,353	63,806	66,360	69,014	71,776
227	59,210	60,393	61,602	64,066	66,630	69,295	72,067
228	59,447	60,637	61,852	64,324	66,899	69,575	72,356
229	59,685	60,880	62,101	64,584	67,167	69,853	72,644
230	59,926	61,123	62,346	64,840	67,434	70,132	72,936
231	60,165	61,367	62,594	65,098	67,702	70,412	73,227
232	60,401	61,613	62,842	65,358	67,972	70,690	73,517
233	60,641	61,856	63,091	65,616	68,241	70,970	73,809
234	60,880	62,101	63,341	65,875	68,508	71,248	74,102
235	61,119	62,341	63,588	66,132	68,776	71,530	74,392
236	61,358	62,586	63,839	66,392	69,046	71,806	74,679
237	61,596	62,830	64,087	66,650	69,314	72,089	74,972

**ST. CLAIR COUNTY  
WAGE GRADE SCHEDULE FOR 2002**

<b>STEP</b>	<b>START</b>	<b>6 MOS.</b>	<b>1 YEAR</b>	<b>2 YEAR</b>	<b>3 YEAR</b>	<b>4 YEAR</b>	<b>5 YEAR</b>
<b>GRADE</b>	3%						
238	61,837	63,073	64,333	66,906	69,584	72,367	75,261
239	62,075	63,315	64,582	67,165	69,852	72,643	75,551
240	62,313	63,560	64,831	67,425	70,120	72,926	75,843
241	62,551	63,803	65,078	67,682	70,388	73,204	76,133
242	62,791	64,047	65,326	67,941	70,659	73,485	76,428
243	63,030	64,291	65,576	68,199	70,929	73,764	76,715
244	63,268	64,535	65,825	68,459	71,197	74,044	77,005
245	63,506	64,778	66,072	68,716	71,464	74,323	77,295
246	63,748	65,086	66,320	68,974	71,732	74,600	77,585
247	63,985	65,264	66,568	69,230	72,001	74,881	77,875
248	64,224	65,506	66,816	69,490	72,270	75,160	78,168
249	64,460	65,752	67,066	69,749	72,539	75,439	78,458
250	64,700	65,995	67,315	70,006	72,808	75,719	78,749
251	64,945	66,244	67,570	70,269	73,083	76,007	79,047
252	65,190	66,494	67,823	70,532	73,358	76,295	79,345
253	65,436	66,743	68,077	70,797	73,634	76,579	79,644
254	65,678	66,992	68,332	71,061	73,908	76,866	79,942
255	65,924	67,243	68,585	71,323	74,183	77,153	80,240
256	66,169	67,491	68,840	71,586	74,457	77,440	80,539
257	66,413	67,741	69,092	71,849	74,732	77,727	80,837
258	66,657	67,990	69,348	72,113	75,008	78,012	81,135
259	66,903	68,241	69,601	72,377	75,283	78,301	81,433
260	67,148	68,489	69,856	72,639	75,558	78,587	81,731
261	67,393	68,739	70,110	72,902	75,834	78,873	82,030
262	67,637	68,988	70,364	73,167	76,108	79,161	82,329
263	67,881	69,238	70,618	73,430	76,385	79,446	82,628
264	68,127	69,486	70,870	73,692	76,659	79,733	82,925
265	68,371	69,735	71,126	73,957	76,933	80,022	83,224
266	68,617	69,984	71,380	74,221	77,208	80,307	83,524
267	68,861	70,235	71,634	74,484	77,483	80,592	83,819
268	69,107	70,484	71,888	74,748	77,758	80,880	84,119
269	69,350	70,732	72,142	75,010	78,034	81,166	84,417
270	69,595	70,983	72,397	75,273	78,308	81,453	84,714
271	69,913	71,232	72,650	75,537	78,583	81,740	85,013
272	70,157	71,481	72,903	75,800	78,858	82,027	85,312
273	70,402	71,731	73,158	76,063	79,134	82,313	85,612
274	70,647	71,979	73,412	76,325	79,409	82,600	85,908
275	70,893	72,230	73,666	76,590	79,683	82,887	86,207
276	71,135	72,479	73,920	76,854	79,957	83,175	86,505
277	71,381	72,727	74,174	77,117	80,233	83,459	86,802
278	71,626	72,979	74,431	77,381	80,508	83,748	87,102
279	71,870	73,227	74,681	77,644	80,783	84,034	87,401

**ST. CLAIR COUNTY  
WAGE GRADE SCHEDULE FOR 2002**

STEP	START	6 MOS.	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR
<b>GRADE</b>	3%						
280	72,115	73,476	74,938	77,907	81,058	84,320	87,698
281	72,360	73,726	75,191	78,171	81,333	84,606	87,997
282	72,605	73,976	75,445	78,435	81,608	84,893	88,296
283	72,850	74,225	75,700	78,697	81,885	85,180	88,594
284	73,094	74,476	75,953	78,961	82,160	85,466	88,893
285	73,339	74,722	76,209	79,225	82,433	85,755	89,189
286	73,584	74,973	76,460	79,487	82,709	86,040	89,488
287	73,828	75,222	76,715	79,752	82,983	86,326	89,786
288	74,073	75,472	76,969	80,015	83,259	86,614	90,085
289	74,318	75,720	77,224	80,277	83,534	86,901	90,383
290	74,565	75,971	77,478	80,541	83,809	87,186	90,681
291	74,807	76,220	77,732	80,804	84,084	87,474	90,981

## 2002 Wage & Grade Schedule

### Administrator/Controller

103 - Administrative Assistant  
149 - Accounting Manager  
203 - Deputy Administrator/Controller  
260 - Administrative Services Director

### Airport

126 - Airport Manager

### Animal Shelter

112 - Animal Control Officer

### Building Operations & Maintenance

118 - Building & Grounds Supervisor  
136 - Assistant Superintendent  
150 - Superintendent

### Circuit Court

074 - Clerk Typist I  
074 - Video Clerk  
079 - Clerk Typist II  
088 - Account Clerk II  
088 - Mediation Assignment Clerk  
099 - Administrative Secretary  
112 - Law Clerk/Bailiff (Bar Not Passed)  
118 - Probation Officer/Pretrial Investigator  
118 - Probation Officer I (1-5 years)  
126 - Law Clerk/Bailiff (Bar Passed)  
128 - Probations Officer I (6-10 years)  
134 - Court Reporter  
149 - Chief Probation Officer  
262 - Family Court Administrator

### Court Security

136 - Court Security Coordinator

### District Court

099 - Administrative Secretary  
107 - Community Service Work Program Coordinator  
136 - Chief Deputy Clerk

### Emergency Management

074 - Emergency Management Technician  
088 - Program Specialist  
157 - Emergency Services Director

### Equalization

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

### Friend of Court

070 - Clerk  
133 - Systems Coordinator  
175 - Domestic Relations Mediator

### Human Resources

093 - Human Resources Clerk  
105 - Human Resources Specialist  
124 - Senior Human Resources Specialist  
141 - Compensation Coordinator  
190 - Labor Relations Coordinator  
202 - Human Resources Director

### Information Technology

112 - Computer Programmer  
214 - Information Technology Director

### Lands & Graphics

107 - Office Coordinator

### Library

123 - Community Relations Coordinator  
136 - Adult Services Coordinator  
154 - Branch Coordinator  
160 - Computer Systems Coordinator  
180 - Assistant Director  
268 - Library Director

### MSU Extension

134 - Office Manager

### Parks & Recreation

118 - Parks Maintenance Foreman  
170 - Parks & Recreation Director

### Planning

186 - Planning Director

### Probate Court

073 - Surveillance Officer  
074 - Clerk Typist I  
099 - Administrative Secretary  
118 - Family Div. Investigator & Liaison Service Officer  
205 - Court Administrator

### Prosecuting Attorney

131 - Victim's Rights Coordinator

### Public Guardian

125 - Public Guardian

### Public Health

088 - Secretary  
093 - Medical Examiner Office Coordinator  
113 - Clinical Laboratory Scientist  
114 - Health Educator  
134 - Microbiologist Lab Director  
137 - Quality Assurance Coordinator  
139 - Administrative Services Coordinator  
144 - Associate Coordinator/Treatment Family Services  
145 - WIC Program Coordinator  
148 - Director of Health Education & Planning  
149 - Information Systems/Financial Manager  
157 - Substance Abuse Coordinator  
176 - Environmental Health Director  
195 - Nursing Director

### Sanitary Landfill

176 - Landfill/Resource Recovery Manager

### Sheriff

074 - Clerk Typist I  
094 - Food Service Supervisor  
130 - Marine Division Coordinator  
169 - Director of Communications/Service Bureau Mngr.

### Staff Resource Pool

123 - Pool Coordinator

### Veterans Affairs

100 - Veterans Counselor  
146 - Director

**2002  
Wage & Grade Schedule**

<u>Grade</u>	<u>Classification</u>	<u>Grade</u>	<u>Classification</u>
070	Clerk	157	Emergency Services Director
073	Surveillance Officer	157	Substance Abuse Coordinator - Public Health
074	Clerk Typist I	160	Library Computer Systems Coordinator
074	Emergency Management Technician	169	Director of Communications/Service Bureau Manager - Sheriff
074	Video Clerk - Circuit Court	170	Parks & Recreation Director
079	Clerk Typist II	175	Domestic Relations Mediator
088	Account Clerk II	176	Environmental Health Director
088	Emergency Services Program Specialist	176	Equalization Director (Certification Level III)
088	Mediation Assignment Clerk	176	Landfill/Resource Recovery Manager
088	Secretary	180	Assistant Director - Library
093	Human Resources Clerk	186	Equalization Director (Certification Level IV)
093	Medical Examiner Office Coordinator	186	Planning Director
094	Food Service Coordinator - Jail	190	Labor Relations Coordinator - Human Resources
099	Administrative Secretary	195	Nursing Director - Public Health
099	Office Coordinator - MSU Extension	202	Human Resources Director
100	Veterans Counselor	203	Deputy Administrator/Coordinator
103	Administrative Assistant - County Administrator	205	Probate Court Administrator
105	Human Resources Specialist	214	Information Technology Director
107	Community Service Work Program Coordinator	260	Administrative Services Director
107	Office Coordinator - Lands & Graphics	262	Family Court Administrator
112	Animal Control Officer	268	Library Director
112	Law Clerk/Bailiff (Bar Not Passed)		
112	Computer Programmer		
113	Clinical Laboratory Scientist - Public Health		
114	Health Educator - Public Health		
118	Building & Grounds Supervisor		
118	Family Division Investigator & Liaison Services Officer		
118	Parks Maintenance Foreman		
118	Probation Officer I (1-5 years)		
118	Probation Officer/Pretrial Investigator		
122	Fringe Benefits Coordinator - Human Resources		
123	Community Relations Coordinator - Library		
123	Staff Resource Pool Coordinator		
124	Senior Human Resources Specialist		
125	Public Guardian		
126	Airport Manager		
126	Law Clerk/Bailiff (Bar Passed)		
128	Probation Officer I (6-10 years)		
130	Marine Division Coordinator		
131	Victim's Rights Coordinator		
133	Systems Coordinator - Friend of Court		
134	Court Reporter - Circuit Court		
134	Microbiologist - Lab Director		
136	Adult Services Coordinator - Library		
136	Assistant Superintendent - Maintenance		
136	Chief Deputy Clerk - District Court		
136	Court Security Coordinator		
137	Quality Assurance Coordinator - Public Health		
138	Administrative Services Coordinator - Public Health		
141	Compensation Coordinator		
144	Associate Coordinator/Treatment Family Services - Public Health		
144	WIC Program Coordinator		
145	PHN II/Clinic Coordinator		
146	Director of Veterans Affairs		
148	Director of Health Education & Planning - Public Health		
149	Accounting Manager - Controller		
149	Chief Probation Officer		
149	Information System/Financial Manager - Public Health		
150	Superintendent - Maintenance		
154	Library Branch Coordinator		



**RESOLUTION 01-46**

**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 provision is made by Board action or statute; and

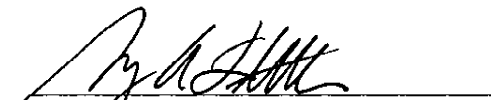
**WHEREAS**, it is the opinion of the St. Clair County Board of Commissioners, that in such cases the "Per Diem" to be paid to members of various appointed Boards and Commissioners should be \$30.00 per day, in addition to such mileage allowance for travel, as the Board from time to time may determine.

**NOW THEREFORE, BE IT RESOLVED:**

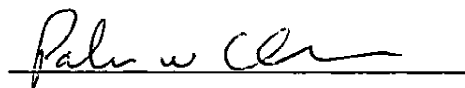
- 1) That for the year 2002, the "Per Diem" to be paid to members of Boards and Commissions appointed by the St. Clair County Board of Commissioners, shall be \$30.00 per day, plus such mileage allowance for travel as the Board of Commissioners from time to time may determine.
- 2) That such payments shall be limited to those Boards and Commissions for which the payment of "Per Diem" is specifically allowed by statute and not otherwise prohibited.
- 3) All resolutions and parts of resolutions in conflict with this Resolution are, to the extent of the conflict hereby rescinded.

**DATED: December 5, 2001**

Reviewed and Approved As To Form By:



Gary A. Fletcher  
County Corporation Counsel  
522 Michigan  
Port Huron, MI 48060



**RESOLUTION 01-45**

**ADOPTING 2002 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 2002; and

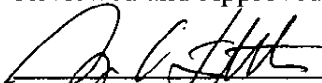
**WHEREAS**, M.S.A. 5.3228 (36) requires the Board to pass a "general appropriations act" setting forth amounts appropriated and estimated revenues and expenditures for the ensuing fiscal year, all of which must be consistent with uniform charts of accounts as prescribed by the State Treasurer.

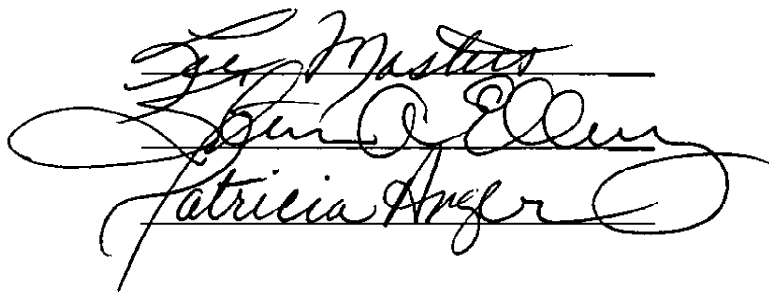
**NOW, THEREFORE, BE IT RESOLVED:**

- 1) That the General Fund Budget for the County of St. Clair for fiscal year 2002 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 and expenditures, and is consistent with uniform charts of accounts prescribed by the State Treasurer.
- 3) That this Resolution constitutes a general appropriations act as required by law.

**Dated: November 28, 2001**

Reviewed and Approved As To Form By:

  
 \_\_\_\_\_  
 Gary A. Fletcher  
 County Corporation Counsel  
 522 Michigan  
 Port Huron, MI

  
 \_\_\_\_\_  
 Patricia Anger

**ST. CLAIR COUNTY  
2002 GENERAL FUND  
BUDGETED CHANGES TO AVAILABLE FUND BALANCE**

Estimated Available Fund Balance at December 31, 2001	\$	10,278,477
Add: 2002 Budgeted Revenues		45,816,252
Less: 2002 Budgeted Expenditures		<u>45,816,252</u>
Estimated Available Fund Balance at December 31, 2002	\$	<u><u>10,278,477</u></u>

**ST. CLAIR COUNTY**  
**PROPOSED GENERAL FUND BUDGET**  
**REVENUES**

10/24/2001

DEPT.#	DEPARTMENT	2002 PROPOSED
<b><u>130 Judicial</u></b>		
131	Circuit Court	140,372
	Pretrial Services Grant	45,451
136	District Court	2,501,100
141	Friend of Court	1,327,555
	Medical Grant	74,185
	Parenting Program	11,582
145	Law Library	9,500
148	Probate Court	201,466
149	Family Division-Circuit Court	206,666
166	Family Counseling	20,000
		<u>4,537,877</u>
<b><u>170 General Government</u></b>		
191	Elections	6,500
215	Clerk	732,400
226	Human Resources	51,582
229	Prosecuting Attorney	218,620
	Drug Forfeitures	5,500
	Child Protective Investigations	7,000
231	Victims Rights	55,200
236	Register of Deeds	1,306,300
253	County Treasurer	33,768,785
257	Cooperative Extension	15,000
259	Information Technology	570,255
275	Drain Commissioner	163,742
		<u>36,900,884</u>
<b><u>300 Public Safety</u></b>		
301	Sheriff	1,575,313
	Secondary Road Patrol	201,761
320	Criminal Justice Training Grant	20,000
325	Communications/Radio	527,151
331	Marine Law Enforcement	191,100
351	Corrections/Jail	691,059
	National School Lunch Program	32,000
362	Other Corrections Activities	97,217
	Probation Resident Services	659,190
372	Jail Population Monitor	44,800
426	Emergency Preparedness	32,000

<u>DEPT.#</u>	<u>DEPARTMENT</u>	<u>2002 PROPOSED</u>
	<b>Public Safety - Cont.</b>	
428	Hazardous Materials Handling	6,000
430	Animal Shelter	244,900
		<u>4,322,491</u>
	<b><u>600 Health and Welfare</u></b>	
661	Public Guardian	55,000
		<u>55,000</u>
	Totals	<u><u>45,816,252</u></u>

**ST. CLAIR COUNTY**  
**PROPOSED GENERAL FUND BUDGET**  
**EXPENDITURES**

10/24/2001

<b>DEPT.#</b>	<b>DEPARTMENT</b>	<b>2002 PROPOSED</b>
<b><u>100 Legislative</u></b>		
101	Board of Commissioners	179,191
103	Other Legislative Activities	1,721,416
	<b><u>Appropriations to other Funds:</u></b>	
	Road Commission	870,292
	Health Department	2,412,038
	Child Care - Probate	117,953
	Child Care - Welfare	462,500
	Family Independence Agency	240,250
	Library	378,021
	Airport	65,523
	Jail Construction Project	125,000
	Public Improvement	200,000
	Planning	437,624
	Parks and Recreation Millage	116,800
	Community Development Block Grant	10,000
	Administrative Building Debt Fund	787,750
	Building Authority Construction	500
		<u>8,124,858</u>
<b><u>130 Judicial</u></b>		
131	Circuit Court	1,709,702
	Pretrial Services Grant	75,451
136	District Court	1,893,099
138	Courthouse Security	360,507
141	Friend of Court	1,845,088
	Medical Grant	76,493
	Parenting Program	11,582
145	Law Library	15,000
148	Probate Court	694,216
149	Family Division-Circuit Court	1,945,660
151	Adult Probation	29,400
153	District Court Probation	510,417
166	Family Counseling	20,000
		<u>9,186,615</u>
<b><u>170 General Government</u></b>		
172	Administrator/Controller	403,648
191	Election	214,893
201	Accounting	481,447
215	Clerk	686,326
225	Equalization	433,689
226	Human Resources	646,423
	Staff Resource Pool	245,827
229	Prosecuting Attorney	2,280,082
	Child Protective Investigations	7,000

DEPT. #	DEPARTMENT	2002 PROPOSED
<b>General Government - Cont.</b>		
	Drug Forfeitures	5,500
231	Victims Rights	16,300
236	Register of Deeds	257,475
243	Property Description	273,088
244	Boundary Commission	350
245	Plat Board	300
253	County Treasurer	492,005
257	Cooperative Extension	420,741
259	Information Technology	2,095,907
265	Buildings and Grounds	1,784,644
	FIA Building Lease Maintenance	758,285
275	Drain Commissioner	448,808
289	Motor Pool	9,875
		<u>11,962,613</u>
<b><u>300 Public Safety</u></b>		
301	Sheriff	5,091,211
	Secondary Road Patrol	202,773
320	Criminal Justice Training Grant	20,000
325	Communications/Radio	951,458
331	Marine Law Enforcement	339,396
334	Dive Team	18,944
351	Corrections/Jail	5,111,986
356	Juvenile Corrections Institution	1,812,557
	National School Lunch Program	32,000
362	Other Correctional Activities	97,250
	Probation Resident Services	659,190
372	Jail Population Monitor	44,767
426	Emergency Preparedness	192,017
	Skywarn	2,000
428	Hazardous Materials Handling	31,000
430	Animal Shelter	310,150
		<u>14,916,699</u>
<b><u>440 Public Works</u></b>		
445	Drains - Public Benefit	100,000
<b><u>600 Health and Welfare</u></b>		
649	Mental Health	955,672
651	Ambulance	195,870
661	Public Guardian	183,808
681	Veteran's Burial	21,300
682	Veteran's Counselor	166,085
689	Soldiers and Sailors Relief	2,732
		<u>1,525,467</u>
	Totals	<u><u>45,816,252</u></u>

**ST. CLAIR COUNTY**  
**2002 PROPOSED GENERAL FUND BUDGET**  
**REVENUES**  
 10/24/2001

DEPT.#	DEPARTMENT	2000 ACTUAL	2001 ESTIMATE	2002 PROPOSED	2002 REQUEST
<u>100</u>	<u>Legislative</u>				
103	Other Legislative Activities				
	Transfers In	196,814	50,057	-	-
<u>130</u>	<u>Judicial</u>				
131	Circuit Court				
	Intergovernmental	193,877	130,000	137,172	137,172
	Other Revenues	146,689	150,000	3,200	3,200
		<u>340,566</u>	<u>280,000</u>	<u>140,372</u>	<u>140,372</u>
	Pretrial Services Grant			45,451	45,451
	Intergovernmental	-	-	-	-
136	District Court				
	Intergovernmental	126,910	173,000	175,000	175,000
	Charges for Services	1,608,308	1,695,000	1,695,000	1,695,000
	Fines and Forfeits	485,066	501,500	500,500	500,500
	Other Revenues	108,724	110,400	130,600	130,600
		<u>2,329,008</u>	<u>2,479,900</u>	<u>2,501,100</u>	<u>2,501,100</u>
141	Friend of Court				
	Intergovernmental	1,331,233	1,290,332	1,280,091	1,280,091
	Charges for Services	147,866	160,500	42,220	42,220
	Other Revenues	2,149	4,000	5,244	5,244
		<u>1,481,248</u>	<u>1,454,832</u>	<u>1,327,555</u>	<u>1,327,555</u>
	Medical Grant				
	Intergovernmental	46,363	68,299	74,185	74,185
	Parenting Program				
	Intergovernmental	5,846	5,000	11,582	11,582



DEPT.#	DEPARTMENT	2000 ACTUAL	2001 ESTIMATE	2002 PROPOSED	2002 REQUESTED
145	<b>Law Library</b>				
	Charges for Services	300	-	3,000	3,000
	Fines and Forfeits	6,500	6,500	6,500	6,500
	Other Revenues	678	-	-	-
		<u>7,478</u>	<u>6,500</u>	<u>9,500</u>	<u>9,500</u>
148	<b>Probate Court</b>				
	Intergovernmental	133,579	125,000	135,966	135,966
	Charges for Services	67,588	60,000	65,500	65,500
		<u>201,167</u>	<u>185,000</u>	<u>201,466</u>	<u>201,466</u>
149	<b>Family Division-Circuit Court</b>				
	Intergovernmental	119,829	140,000	135,966	135,966
	Charges for Services	50,364	55,000	65,000	65,000
	Fines and Forfeits	-	-	-	-
	Other Revenues	3,951	4,500	5,700	5,700
		<u>174,144</u>	<u>199,500</u>	<u>206,666</u>	<u>206,666</u>
166	<b>Family Counseling</b>				
	Charges for Services	18,671	20,000	20,000	20,000
<b>170 General Government</b>					
191	<b>Elections</b>				
	Charges for Services	2,017	2,000	2,000	2,000
	Other Revenues	26,438	-	4,500	4,500
		<u>28,455</u>	<u>2,000</u>	<u>6,500</u>	<u>6,500</u>
215	<b>Clerk</b>				
	License and Permits	54,374	60,500	66,000	66,000
	Charges for Services	350,981	360,200	315,200	306,200
	Other Revenues	10,320	188,200	351,200	351,200
	Interest & Rent	21,874	-	-	-
		<u>437,549</u>	<u>608,900</u>	<u>732,400</u>	<u>723,400</u>
226	<b>Human Resources</b>				
	Transfers In	-	-	51,582	51,582

DEPT. #	DEPARTMENT	2000 ACTUAL	2001 ESTIMATE	2002 PROPOSED	2002 REQUESTED
229	<b>Prosecuting Attorney</b>				
	Intergovernmental	160,107	148,590	102,000	102,000
	Charges for Services	3,952	-	400	400
	Other Revenues	6,493	3,000	3,000	3,000
	Transfers In	108,206	110,911	113,220	113,220
		<b>278,758</b>	<b>262,501</b>	<b>218,620</b>	<b>218,620</b>
	<b>Drug Forfeitures</b>				
	Fines and Forfeits	1,450	10,000	5,000	5,000
	Other Revenues	9,920	-	500	500
		<b>11,370</b>	<b>10,000</b>	<b>5,500</b>	<b>5,500</b>
	<b>Child Protective Investigations</b>				
	Intergovernmental	31,561	-	7,000	7,000
231	<b>Victims Rights</b>				
	Intergovernmental	13,800	55,200	55,200	55,200
	Other Revenues	-	3,723	-	-
		<b>13,800</b>	<b>58,923</b>	<b>55,200</b>	<b>55,200</b>
236	<b>Register of Deeds</b>				
	Charges for Services	1,006,943	1,254,840	1,290,900	1,290,900
	Interest and Rents	4,850	16,500	15,400	15,400
	Other Revenues	-	25	-	-
		<b>1,011,793</b>	<b>1,271,365</b>	<b>1,306,300</b>	<b>1,306,300</b>
253	<b>County Treasurer</b>				
	Taxes	22,364,567	22,988,156	24,904,031	24,904,031
	License and Permits	21,472	28,000	-	-
	Intergovernmental	4,664,453	5,058,879	5,181,178	5,181,178
	Charges for Services	1,953	17,525	-	-
	Interest and Rents	4,108,154	4,060,000	3,668,026	3,810,000
		<b>131,521</b>	<b>10,050</b>	<b>15,550</b>	<b>15,550</b>
		<b>31,292,120</b>	<b>32,162,610</b>	<b>33,768,785</b>	<b>33,910,759</b>

DEPT. #	DEPARTMENT	2000 ACTUAL	2001 ESTIMATE	2002 PROPOSED	2002 REQUESTED
257	<b>Cooperative Extension</b>				
	Intergovernmental	62,373	52,998	15,000	15,000
	Other Revenues	18,083	13,025	-	-
		<u>80,456</u>	<u>66,023</u>	<u>15,000</u>	<u>15,000</u>
259	<b>Information Technology</b>				
	Charges for Services	9,048	84,000	570,255	570,255
		<u>17,272</u>	<u>25,000</u>	<u>-</u>	<u>-</u>
275	<b>Drain Commissioner</b>				
	Charges for Services	-	-	11,000	11,000
	Other Revenues	-	-	152,742	152,742
		<u>-</u>	<u>-</u>	<u>163,742</u>	<u>163,742</u>
<b>300 Public Safety</b>	<b>301 Sheriff</b>				
	Intergovernmental	995,144	1,044,339	460,000	460,000
	Charges for Services	161,941	51,200	1,040,245	1,040,245
	Fines and Forfeits	58	60	-	-
	Other Revenues	3,907	200	400	400
	Transfer In	70,725	72,493	74,668	74,668
		<u>1,231,775</u>	<u>1,168,292</u>	<u>1,575,313</u>	<u>1,575,313</u>
	<b>Secondary Road Patrol</b>				
	Intergovernmental	221,179	219,915	201,761	201,761
		<u>15,096</u>	<u>20,000</u>	<u>20,000</u>	<u>20,000</u>
320	<b>Criminal Justice Training Grant</b>				
	Intergovernmental				

DEPT.#	DEPARTMENT	2000 ACTUAL	2001 ESTIMATE	2002 PROPOSED	2002 REQUESTED
325	Communications/Radio				
	Intergovernmental	128,087	91,993	91,993	91,993
	Charges for Services	416,148	407,161	422,078	422,078
	Other Revenues	2,830	14,340	13,080	13,080
		547,065	513,494	527,151	527,151
331	Marine Law Enforcement				
	Intergovernmental	120,077	155,000	180,000	280,000
	Charges for Services	-	-	200	200
	Other Revenues	5,090	15,500	10,900	10,900
		125,167	170,500	191,100	291,100
351	Corrections/Jail				
	Intergovernmental	443,951	285,000	327,059	327,059
	Charges for Services	357,329	264,000	364,000	364,000
	Other Revenues	14,625	25,000	-	-
		815,905	574,000	691,059	691,059
356	Juvenile Corrections Institution				
	Intergovernmental	36,918	799,397	-	-
362	National School Lunch Program				
	Intergovernmental	11,561	32,000	32,000	32,000
362	Other Corrections Activities				
	Intergovernmental	-	182,100	97,217	97,217
372	Probation Resident Services				
	Intergovernmental	535,479	627,800	659,190	659,190
372	Jail Population Monitor				
	Intergovernmental	200,915	43,500	44,800	44,800

DEPT.#	DEPARTMENT	2000 ACTUAL	2001 ESTIMATE	2002 PROPOSED	2002 REQUESTED
426	<b>Emergency Preparedness</b>				
	Intergovernmental	30,067	27,500	27,000	27,000
	Charges for Services	6,730	6,000	-	-
	Other Revenues	-	4,000	5,000	5,000
		<u>36,797</u>	<u>37,500</u>	<u>32,000</u>	<u>32,000</u>
428	<b>Hazardous Materials Handling</b>				
	Charges for Services	2,735	1,000	6,000	6,000
430	<b>Animal Shelter</b>				
	License and Permits	198,701	217,875	210,050	210,050
	Charges for Services	45,482	36,100	34,650	34,650
	Other Revenues	9,431	200	200	200
		<u>253,614</u>	<u>254,175</u>	<u>244,900</u>	<u>244,900</u>
	<b>600 Health and Welfare</b>				
661	<b>Public Guardian</b>				
	Charges for Services	30,732	20,000	20,000	20,000
	Other Revenues	38,635	38,370	35,000	35,000
		<u>69,367</u>	<u>58,370</u>	<u>55,000</u>	<u>55,000</u>
682	<b>Veteran's Counselor</b>				
	Intergovernmental	-	-	-	-
	Other Revenues	570	760	-	-
		<u>570</u>	<u>760</u>	<u>-</u>	<u>-</u>
	<b>Totals</b>	<u>42,117,630</u>	<u>44,003,213</u>	<u>45,816,252</u>	<u>46,049,226</u>

**ST. CLAIR COUNTY**  
**2002 PROPOSED GENERAL FUND BUDGET**  
EXPENDITURES

10/24/2001

DEPT. #	DEPARTMENT	2000 ACTUAL	2001 ESTIMATE	2002 PROPOSED	2002 REQUESTED
<b>100</b>	<b>Legislative</b>				
<b>101</b>	<b>Board of Commissioners</b>				
	Personal Services	127,324	144,791	152,991	152,991
	Supplies	646	1,000	1,200	1,200
	Other Services and Charges	17,497	17,200	25,000	25,000
		<u>145,467</u>	<u>162,991</u>	<u>179,191</u>	<u>179,191</u>
<b>103</b>	<b>Other Legislative Activities</b>				
	Other Services and Charges	1,396,807	1,490,336	1,721,416	1,618,410
	<b>Appropriations to other Funds:</b>				
	Road Commission	851,558	1,200,000	870,292	870,292
	Health Department	2,402,392	2,323,451	2,412,038	2,613,863
	Drain Commission	-	-	-	-
	Child Care - Probate	887,202	1,060,961	117,953	117,953
	Child Care - Welfare	345,000	356,500	462,500	637,500
	Family Independence Agency	243,750	240,250	240,250	240,250
	Library	1,072,036	378,021	378,021	705,174
	Airport	239,550	111,674	65,523	1,490,523
	Jail Construction Project	-	-	125,000	125,000
	Public Improvement	500,000	1,000,000	200,000	500,000
	Planning	480,938	398,895	437,624	646,721
	Parks and Recreation Millage	116,837	116,837	116,800	116,800
	Community Development Block Grant	10,000	10,000	10,000	10,000
	Law Library	-	-	-	-
	Renomination	573	-	-	-
	Building Authority Debt	815,250	801,425	787,750	787,750
	Building Renovation	1,500,000	-	-	-
	Building Authority Construction	1,000	500	500	500
	Drain Commissioner	197,553	206,746	-	-
		<u>11,060,446</u>	<u>9,695,596</u>	<u>7,945,667</u>	<u>10,480,736</u>

**DEPT. # DEPARTMENT 2000 ACTUAL 2001 ESTIMATE 2002 PROPOSED 2002 REQUESTED**

**130 Judicial**

<b>131 Circuit Court</b>				
Personal Services	667,883	781,455	773,702	773,702
Supplies	11,187	20,000	20,000	20,000
Other Services and Charges	866,046	799,000	908,500	908,500
Capital Outlay	62,499	11,500	7,500	7,500
	<b>1,607,615</b>	<b>1,611,955</b>	<b>1,709,702</b>	<b>1,709,702</b>

**Local Law Enforcement Block Grant**

Other Services and Charges	18,189	-	-	-
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**Pretrial Services Grant**

Personal Services	15,768	-	63,919	63,919
Supplies	-	-	532	532
Other Services and Charges	11,443	-	11,000	11,000
	<b>27,211</b>	<b>-</b>	<b>75,451</b>	<b>75,451</b>

**136 District Court**

Personal Services	1,462,124	1,594,712	1,525,599	1,525,599
Supplies	30,228	80,000	32,000	72,000
Other Services and Charges	310,769	288,200	330,500	330,500
Capital Outlay	29,654	5,000	5,000	10,000
	<b>1,832,775</b>	<b>1,967,912</b>	<b>1,893,099</b>	<b>1,938,099</b>

**138 Courthouse Security**

Personal Services	-	-	337,407	337,407
Supplies	-	-	4,100	4,100
Capital Outlay	-	-	19,000	29,000
	<b>-</b>	<b>-</b>	<b>360,507</b>	<b>370,507</b>

**141 Friend of Court**

Personal Services	1,446,935	1,471,439	1,533,738	1,592,238
Supplies	20,175	30,000	35,600	35,600
Other Services and Charges	129,216	196,200	214,750	214,750
Capital Outlay	114,819	105,000	61,000	61,000
	<b>1,711,145</b>	<b>1,802,639</b>	<b>1,845,088</b>	<b>1,903,588</b>

DEPT. #	DEPARTMENT	2000 ACTUAL	2001 ESTIMATE	2002 PROPOSED	2002 REQUESTED
	<b>Medical Grant</b>				
	Personal Services	35,558	68,299	76,493	76,493
	<b>Parenting Program</b>				
	Personal Services	4,150	5,000	11,582	11,582
<b>145</b>	<b>Law Library</b>				
	Supplies	1,184	-	-	-
	Other Services and Charges	8,457	16,000	15,000	15,000
		9,641	16,000	15,000	15,000
<b>148</b>	<b>Probate Court</b>				
	Personal Services	646,559	597,680	577,016	577,016
	Supplies	7,515	19,200	19,850	19,850
	Other Services and Charges	64,434	68,250	84,750	84,750
	Capital Outlay	9,382	12,100	12,600	22,600
		727,890	697,230	694,216	704,216
<b>149</b>	<b>Family Division-Circuit Court</b>				
	Personal Services	1,281,288	1,424,085	1,591,560	1,613,560
	Supplies	13,367	22,500	33,200	33,200
	Other Services and Charges	251,990	250,500	310,400	310,400
	Capital Outlay	20,843	8,600	10,500	27,500
		1,567,488	1,705,685	1,945,660	1,984,660
<b>151</b>	<b>Adult Probation</b>				
	Supplies	3,359	8,000	8,000	8,000
	Other Services and Charges	23,248	17,900	17,900	17,900
	Capital Outlay	5,181	5,000	3,500	5,000
		31,788	30,900	29,400	30,900



DEPT.#	DEPARTMENT	2000 ACTUAL	2001 ESTIMATE	2002 PROPOSED	2002 REQUESTED
<b>153</b>	<b>District Court Probation</b>				
	Personal Services	393,348	494,564	496,167	496,167
	Supplies	5,199	-	3,000	3,000
	Other Services and Charges	3,531	-	8,750	8,750
	Capital Outlay	-	-	2,500	23,500
		<b>402,078</b>	<b>494,564</b>	<b>510,417</b>	<b>531,417</b>
<b>166</b>	<b>Family Counseling</b>				
	Supplies	1,226	2,000	2,000	2,000
	Other Services and Charges	4,562	18,000	18,000	18,000
		<b>5,788</b>	<b>20,000</b>	<b>20,000</b>	<b>20,000</b>
<b>170</b>	<b>General Government</b>				
<b>172</b>	<b>Administrator/Controller</b>				
	Personal Services	272,085	282,993	320,548	320,548
	Supplies	2,505	3,300	4,000	4,000
	Other Services and Charges	24,606	67,550	72,100	72,100
	Capital Outlay	6,577	3,000	7,000	7,000
		<b>305,773</b>	<b>356,843</b>	<b>403,648</b>	<b>403,648</b>
<b>191</b>	<b>Election</b>				
	Personal Services	44,980	45,124	48,543	48,543
	Supplies	9,147	63,000	152,000	152,000
	Other Services and Charges	66,381	6,200	7,450	7,450
	Capital Outlay	6,500	13,350	6,900	6,900
		<b>127,008</b>	<b>127,674</b>	<b>214,893</b>	<b>214,893</b>
<b>201</b>	<b>Accounting</b>				
	Personal Services	304,677	310,128	447,747	447,747
	Supplies	9,425	9,000	11,000	11,000
	Other Services and Charges	18,344	7,000	15,700	15,700
	Capital Outlay	4,254	2,000	7,000	7,000
		<b>336,700</b>	<b>328,128</b>	<b>481,447</b>	<b>481,447</b>

DEPT. #	DEPARTMENT	2000 ACTUAL	2001 ESTIMATE	2002 PROPOSED	2002 REQUESTED
215	<b>Clerk</b>				
	Personal Services	462,491	471,272	475,916	481,077
	Supplies	7,215	40,000	41,200	41,200
	Other Services and Charges	219,203	156,400	167,210	167,210
	Capital Outlay	804	4,200	2,000	2,000
		<b>689,713</b>	<b>671,872</b>	<b>686,326</b>	<b>691,487</b>
225	<b>Equalization</b>				
	Personal Services	427,490	422,878	412,939	412,939
	Supplies	2,595	2,700	2,600	2,600
	Other Services and Charges	13,780	15,100	12,350	12,350
	Capital Outlay	7,423	8,100	5,800	5,800
		<b>451,288</b>	<b>448,778</b>	<b>433,689</b>	<b>433,689</b>
226	<b>Human Resources</b>				
	Personal Services	312,652	471,838	447,093	448,958
	Supplies	2,380	11,250	11,415	11,415
	Other Services and Charges	97,235	111,150	173,315	187,315
	Capital Outlay	4,459	7,900	14,600	14,600
		<b>416,726</b>	<b>602,138</b>	<b>646,423</b>	<b>662,288</b>
229	<b>Staff Resource Pool</b>				
	Personal Services	35,481	212,969	191,027	271,070
	Supplies	3,765	9,000	6,300	6,300
	Other Services and Charges	93	39,090	31,000	31,000
	Capital Outlay	9,177	6,500	17,500	44,500
		<b>48,516</b>	<b>267,559</b>	<b>245,827</b>	<b>352,870</b>
229	<b>Prosecuting Attorney</b>				
	Personal Services	1,728,329	1,946,904	2,076,482	2,113,243
	Supplies	11,424	10,700	15,800	15,800
	Other Services and Charges	136,458	160,850	170,100	170,100
	Capital Outlay	15,818	24,600	17,700	29,700
		<b>1,892,029</b>	<b>2,143,054</b>	<b>2,280,082</b>	<b>2,328,843</b>

DEPT. #	DEPARTMENT	2000 ACTUAL	2001 ESTIMATE	2002 PROPOSED	2002 REQUESTED
	<b>Child Protective Investigations</b>				
	Other Services and Charges	1,306	-	7,000	7,000
	<b>Drug Forfeitures</b>				
	Other Services and Charges	-	5,000	-	-
	Capital Outlay	-	5,000	5,500	5,500
		-	10,000	5,500	5,500
<b>231</b>	<b>Victims Rights</b>				
	Other Services and Charges	840	16,800	16,300	16,300
	Capital Outlay	-	3,723	-	-
		840	20,523	16,300	16,300
<b>236</b>	<b>Register of Deeds</b>				
	Personal Services	143,602	168,647	216,075	217,023
	Supplies	13,634	16,000	18,000	18,000
	Other Services and Charges	13,114	7,950	21,900	21,900
	Capital Outlay	75	-	1,500	1,500
		170,425	192,597	257,475	258,423
<b>243</b>	<b>Property Description</b>				
	Personal Services	172,861	186,451	230,418	230,418
	Supplies	5,995	8,500	7,500	7,500
	Other Services and Charges	24,570	24,880	19,870	19,870
	Capital Outlay	696	2,500	15,300	15,300
		204,122	222,331	273,088	273,088
<b>244</b>	<b>Boundary Commission</b>				
	Personal Services	-	350	350	350
<b>245</b>	<b>Plat Board</b>				
	Personal Services	-	300	300	300

DEPT. #	DEPARTMENT	2000 ACTUAL	2001 ESTIMATE	2002 PROPOSED	2002 REQUESTED
<b>253</b>	<b>County Treasurer</b>				
	Personal Services	383,431	396,341	426,955	431,434
	Supplies	1,312	18,900	1,800	1,800
	Other Services and Charges	45,079	50,350	60,850	60,850
	Capital Outlay	2,027	1,500	2,400	2,400
		<u>431,849</u>	<u>467,091</u>	<u>492,005</u>	<u>496,484</u>
<b>257</b>	<b>Cooperative Extension</b>				
	Personal Services	232,552	267,127	283,713	311,083
	Supplies	7,209	13,211	11,750	11,750
	Other Services and Charges	117,803	108,915	125,278	125,278
	Capital Outlay	10,629	11,949	-	-
		<u>368,193</u>	<u>399,202</u>	<u>420,741</u>	<u>448,111</u>
<b>259</b>	<b>Information Technology</b>				
	Personal Services	289,330	347,147	381,507	424,551
	Supplies	14,016	36,000	36,500	36,500
	Other Services and Charges	362,194	358,400	867,300	897,300
	Capital Outlay	568,380	609,500	810,600	1,048,500
		<u>1,233,920</u>	<u>1,351,047</u>	<u>2,095,907</u>	<u>2,406,851</u>
<b>265</b>	<b>Buildings and Grounds</b>				
	Personal Services	1,005,338	963,951	979,639	1,021,525
	Supplies	41,394	88,600	57,400	107,400
	Other Services and Charges	531,520	614,200	663,400	793,400
	Capital Outlay	9,874	10,000	12,600	17,600
	Debt Service Transfer Out	78,409	75,007	71,605	71,605
		<u>1,666,535</u>	<u>1,751,758</u>	<u>1,784,644</u>	<u>2,011,530</u>
	<b>FIA Building Lease Maintenance</b>				
	Personal Services	53,841	289,845	341,385	346,385
	Supplies	20,910	10,000	27,750	47,750
	Other Services and Charges	226,717	150,000	383,650	454,650
	Capital Outlay	12,305	10,000	5,500	10,500
		<u>313,773</u>	<u>459,845</u>	<u>758,285</u>	<u>859,285</u>

**DEPT. # DEPARTMENT 2000 ACTUAL 2001 ESTIMATE 2002 PROPOSED 2002 REQUESTED**

<b>275</b>	<b>Drain Commissioner</b>				
	Personal Services	-	-	351,608	443,550
	Supplies	-	-	7,100	7,100
	Other Services and Charges	-	-	56,900	56,900
	Capital Outlay	-	-	33,200	33,200
		-	-	<b>448,808</b>	<b>540,750</b>

<b>289</b>	<b>Motor Pool</b>				
	Personal Services	7,205	5,724	5,205	5,205
	Supplies	3,487	2,840	2,800	2,800
	Other Services	5,629	1,970	1,870	1,870
	Capital Outlay	-	-	-	-
		<b>16,321</b>	<b>10,534</b>	<b>9,875</b>	<b>9,875</b>

	<b>Michigan Jobs Training Project</b>				
	Other Services and Charges	17,272	25,000	-	-

<b>300 Public Safety</b>					
<b>301 Sheriff</b>					
	Personal Services	4,209,608	4,244,930	4,421,851	4,453,940
	Supplies	105,297	211,200	210,500	210,500
	Other Services and Charges	193,866	207,641	223,000	223,000
	Capital Outlay	282,447	227,560	235,860	235,860
		<b>4,791,218</b>	<b>4,891,331</b>	<b>5,091,211</b>	<b>5,123,300</b>

	<b>Secondary Road Patrol</b>				
	Personal Services	170,078	150,452	170,229	170,229
	Supplies	4,219	6,900	8,500	8,500
	Other Services and Charges	3,510	12,900	14,000	14,000
	Capital Outlay	33,418	37,910	10,044	10,044
		<b>211,225</b>	<b>208,162</b>	<b>202,773</b>	<b>202,773</b>

DEPT.#	DEPARTMENT	2000 ACTUAL	2001 ESTIMATE	2002 PROPOSED	2002 REQUESTED
320	<b>Criminal Justice Training Grant</b>				
	Personal Services	3,224	5,000	5,000	5,000
	Supplies	12	5,000	5,000	5,000
	Other Services and Charges	8,925	10,000	10,000	10,000
		12,161	20,000	20,000	20,000
325	<b>Communications/Radio</b>				
	Personal Services	619,206	565,970	646,003	721,829
	Supplies	5,424	6,500	6,500	6,500
	Other Services and Charges	147,339	158,047	160,172	160,172
	Capital Outlay	163,704	34,800	32,800	32,800
	Debt Service Transfer Out	-	105,983	105,983	-
		935,673	871,300	951,458	921,301
331	<b>Marine Law Enforcement</b>				
	Personal Services	153,117	207,492	229,286	269,364
	Supplies	27,203	30,000	32,000	32,000
	Other Services and Charges	40,734	44,000	52,210	52,210
	Capital Outlay	27,185	25,500	25,900	43,900
		248,239	306,992	339,396	397,474
334	<b>Dive Team</b>				
	Personal Services	5,320	4,000	6,344	6,344
	Supplies	371	1,500	5,000	5,000
	Other Services and Charges	3,169	3,500	4,600	4,600
	Capital Outlay	2,136	2,000	3,000	3,000
		10,996	11,000	18,944	18,944
351	<b>Corrections/Jail</b>				
	Personal Services	2,835,364	3,126,031	3,421,986	3,421,986
	Supplies	307,432	323,500	337,000	337,000
	Other Services and Charges	851,665	1,269,000	1,342,000	1,342,000
	Capital Outlay	17,356	38,000	11,000	11,000
		4,011,817	4,756,531	5,111,986	5,111,986

DEPT.#	DEPARTMENT	2000 ACTUAL	2001 ESTIMATE	2002 PROPOSED	2002 REQUESTED
356	<b>Juvenile Corrections Institution</b>				
	Personal Services	1,349,157	1,382,815	1,569,157	1,569,157
	Supplies	87,285	88,000	89,800	89,800
	Other Services and Charges	93,765	125,980	138,600	138,600
	Capital Outlay	40,610	2,000	15,000	15,000
		<u>1,570,817</u>	<u>1,598,795</u>	<u>1,812,557</u>	<u>1,812,557</u>
	<b>National School Lunch Program</b>				
	Supplies	26,595	32,000	32,000	32,000
362	<b>Other Correctional Activities</b>				
	Personal Services	23,688	57,500	2,000	2,000
	Supplies	-	4,750	12,000	12,000
	Other Services and Charges	60,822	149,850	82,250	82,250
	Capital Outlay	-	-	1,000	1,000
		<u>84,510</u>	<u>212,100</u>	<u>97,250</u>	<u>97,250</u>
	<b>Probation Resident Services</b>				
	Other Services and Charges	576,157	627,800	659,190	659,190
372	<b>Jail Population Monitor</b>				
	Personal Services	44,116	43,500	44,767	44,767
426	<b>Emergency Preparedness</b>				
	Personal Services	113,394	112,858	146,362	146,362
	Supplies	4,513	8,800	14,250	14,250
	Other Services and Charges	20,423	19,850	16,350	16,350
	Capital Outlay	18,954	20,300	15,055	15,055
		<u>157,284</u>	<u>161,808</u>	<u>192,017</u>	<u>192,017</u>
	<b>Skywarn</b>				
	Personal Services	-	-	1,000	1,000
	Supplies	-	-	1,000	1,000
		<u>-</u>	<u>-</u>	<u>2,000</u>	<u>2,000</u>

DEPT. #	DEPARTMENT	2000 ACTUAL	2001 ESTIMATE	2002 PROPOSED	2002 REQUESTED
428	<b>Hazardous Materials Handling</b>				
	Personal Services	2,505	700	2,000	2,000
	Supplies	3,036	3,800	700	700
	Other Services and Charges	23,602	24,400	17,000	17,000
	Capital Outlay	22,009	17,100	11,300	11,300
		<u>51,152</u>	<u>46,000</u>	<u>31,000</u>	<u>31,000</u>
430	<b>Animal Shelter</b>				
	Personal Services	172,035	197,615	219,300	248,575
	Supplies	17,728	16,700	19,100	19,100
	Other Services and Charges	62,004	56,002	53,250	53,250
	Capital Outlay	4,728	22,500	18,500	18,500
		<u>256,495</u>	<u>292,817</u>	<u>310,150</u>	<u>339,425</u>
<b>440 Public Works</b>					
445	<b>Drains - Public Benefit</b>				
	Other Services and Charges	97,012	100,000	100,000	135,000
<b>500 Health and Welfare</b>					
649	<b>Mental Health</b>				
	Other Services and Charges	955,672	955,672	955,672	955,672
651	<b>Ambulance</b>				
	Personal Services	91	7,605	-	-
	Other Services and Charges	170,209	173,557	192,870	192,870
	Capital Outlay	1,652	500	3,000	3,000
		<u>171,952</u>	<u>181,662</u>	<u>195,870</u>	<u>195,870</u>
661	<b>Public Guardian</b>				
	Personal Services	158,813	164,302	169,533	165,533
	Supplies	1,431	3,500	3,500	3,500
	Other Services and Charges	5,630	8,650	9,725	9,725
	Capital Outlay	1,215	1,000	1,050	1,050
		<u>167,089</u>	<u>177,452</u>	<u>183,808</u>	<u>179,808</u>



<u>DEPT. #</u>	<u>DEPARTMENT</u>	<u>2000 ACTUAL</u>	<u>2001 ESTIMATE</u>	<u>2002 PROPOSED</u>	<u>2002 REQUESTED</u>
681	<b>Veteran's Burial</b> Other Services and Charges	21,300	21,300	21,300	21,300
682	<b>Veteran's Counselor</b> Personal Services	109,227	140,577	147,915	150,815
	Supplies	2,329	2,000	3,200	3,200
	Other Services and Charges	5,115	5,170	13,970	15,470
	Capital Outlay	4,273	1,000	1,000	1,000
		<u>120,944</u>	<u>148,747</u>	<u>166,085</u>	<u>170,485</u>
689	<b>Soldiers and Sailors Relief</b> Other Services and Charges	1,419	1,650	2,732	2,732
<b>850</b>	<b>Other Functions</b>				
890	<b>Contingencies</b> Other Services and Charges	-	201,199	-	200,000
	<b>Totals</b>	<u>42,403,381</u>	<u>44,003,213</u>	<u>45,816,252</u>	<u>49,801,405</u>

**RESOLUTION 01-44**

**ESTABLISHING SALARIES  
OF SPECIFIC COUNTY ELECTED OFFICERS FOR 2002**

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


**WHEREAS**, the St. Clair County Board of Commissioners has reviewed and evaluated the compensation of said Officers and recommends that said compensation is appropriate.



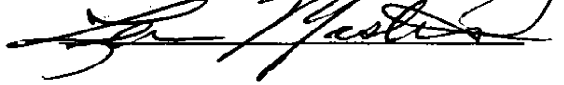
**NOW, THEREFORE, BE IT RESOLVED:**

- 1) That the salary levels of County Elected 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 one (1) year (2002) effective January 1, 2002.
- 3) All resolutions and parts of resolutions in conflict with this resolution, are, to the extent of the conflict, hereby rescinded.

DATED: December 5, 2001

Reviewed and Approved As To Form By:

  
 \_\_\_\_\_  
 Gary A. Fletcher  
 County Corporation Counsel  
 522 Michigan  
 Port Huron, MI 48060

  
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**ELECTED OFFICIALS**  
**PROPOSED SALARIES**

	Present Salary	2002 Salary	Percentage Increase
<b><u>Elected Officials</u></b>			
Drain Commissioner	47,114	48,527	3.0
Treasurer	50,480	51,994	3.0
Clerk/Register	55,123	56,777	3.0
Sheriff	68,099	70,142	3.0
Prosecuting Attorney	89,664	92,354	3.0
Surveyor	6,462	6,656	3.0
<b><u>Appointed Deputies</u></b>			
Dep. Drain Commissioner	30,231	38,110	26.1
Dep. Register	38,987	40,157	3.0
Dep. Clerk	38,987	40,157	3.0
Dep. Treasurer	38,058	39,200	3.0
Undersheriff	62,086	64,138	3.0
Chief Asst Pros Attorney	82,939	85,427	3.0

**RESOLUTION 01-43**

**WAIVING INTEREST ACCRUED ON TAXES  
COLLECTED BY LOCAL UNITS**

**WHEREAS**, the General Property Tax Act of Michigan, being No. 206 of P.A. of 1893, as amended, provides that townships and city treasurers charged with the responsibility of collecting taxes, shall account for and deliver to the County Treasurers, and the School District Treasurers, taxes collected within 10 business days after the first and fifteenth day of each month; and

**WHEREAS**, Public Act No. 169 of 1988, addressed the subject of interest earned on tax collections, providing that an agreement can be made between a collecting unit and a taxing unit regarding interest earned; and

**WHEREAS**, to divide and distribute accrued interest owed to the County of St. Clair by the local tax collecting units would impose a severe administrative burden on the local collecting units; and


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

**WHEREAS**, this Board is not required to, but may, in its discretion, waive receipt of interest amounts attributed to collecting taxes for the year 2001.

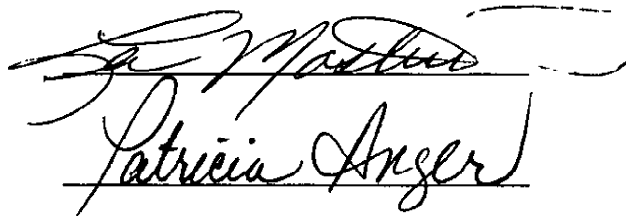
**NOW, THEREFORE, BE IT RESOLVED**, that the payment of any interest which may be due and owing to the County from the 2001 Tax collections, is hereby waived.

**DATED: November 28, 2001**

Reviewed and Approved As To Form By:



Gary A. Fletcher  
County Corporation Counsel  
522 Michigan  
Port Huron, MI 48060



## RESOLUTION 01-42

### REVISING RESOLUTION 97-63 ADOPTING NEW FEE SCHEDULE FOR DOG LICENSE FEES AND RENUMERATION FOR ISSUING AND RECORDING DOG LICENSES.

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

**WHEREAS**, the current fee schedule has been in effect since January 1, 1998,

**NOW, THEREFORE, BE IT RESOLVED**, that effective January 1, 2002, the following fee schedule shall be in effect:

#### ANNUAL LICENSE FEES:

	<u>Un-sterilized Male and Female Dogs</u>
Prior to March 1 <sup>st</sup>	\$ 15.00*
After March 1 <sup>st</sup> (Delinquent)	\$ 30.00
 <u>Sterilized Male and Female Dogs</u>  	
Prior to March 1 <sup>st</sup>	\$ 5.00
After March 1 <sup>st</sup> (Delinquent)	\$ 30.00

\* This license fee will become effective December 1, 2002 for the license Year of 2003.

#### ANNUAL KENNEL FEES:

Private Kennel (5 to 8 dogs)	\$ 30.00
Commercial & Service Kennel	
5 to 20 dogs	\$ 40.00
21 to 40 dogs	\$ 50.00
41 to 60 dogs	\$ 60.00
Re-inspection Fee	\$ 10.00

All fees double if paid after May 31st

#### ANIMAL SHELTER SERVICE AND SALE OF ANIMALS:

Entry fee for personally owned dead animals brought in for disposal.	\$ 5.00
Personally owned live animals brought in to be euthanized.	
~ Dogs over six Months old	\$ 20.00
~ Cats, kittens, puppies	\$ 15.00
Quarantine of personally owned animals	\$ 8.00 per day
Entry of live dogs and cats except as state above.	N/C

#### RECLAIM FEES:

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

**SALE OF ANIMALS:**

All dogs and cats \$50.00

A refund of \$35.00 will be made, upon proof that said dog has been sterilized and proof has been filed with the Animal Control within thirty (30) days from the date the dog turned 6 months old.

**PERSONAL SERVICE CHARGES BY WARDENS:**

Pickup of healthy dogs and cats.	\$10.00
Pickup of dead dogs and cats for disposal	\$15.00
Pickup of owned dogs over 6 Months to be euthanized	\$30.00
Pickup of owned cats, kittens, and puppies to be euthanized	\$25.00
Pickup of stray dogs and cats	N/C
Deliver live traps (plus deposit)	\$20.00
Pickup of wild animal in privately owned trap	\$25.00
Pickup of a skunk regardless of ownership of trap	\$50.00

**PERMIT FEES:**

Large Carnivores	\$25.00
Wolf/Dog Crosses	\$25.00
Inspection Fee	\$10.00

**USE OF LIVE TRAPS:**

Deposit on small animal traps	\$ 50.00
Deposit of dog traps	\$100.00
One week rental (7 days)	\$ 25.00
Daily rental	\$ 5.00

**RENUMERATION FOR ISSUING AND RECORDING DOG LICENSES:**

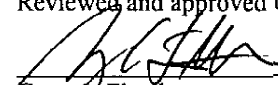
Payment to Treasurers and other agents selling dog licenses, per license issued \$1.00

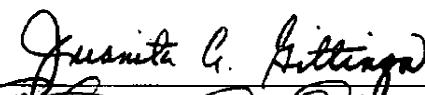
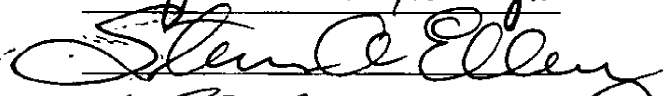
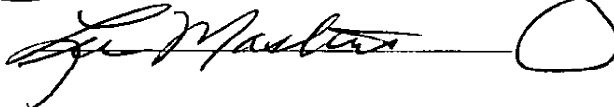
**BE IT FURTHER RESOLVED**, that this fee schedule shall remain in full force and effect until further action by this Board of Commissioners, and

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

DATED: November 28, 2001

Reviewed and approved by:

  
 \_\_\_\_\_  
 Gary A. Fletcher  
 County Corporation Counsel  
 522 Michigan  
 Port Huron, MI 48060

  
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**RESOLUTION 01-41**

**APPORTIONING TAXES FOR 2001**

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

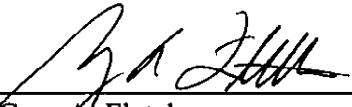
WHEREAS, the Board of Commissioners, by law, is required to direct that the several amounts of money proposed to be raised, as provided by statute, shall be spread upon the assessment rolls of the townships and cities.


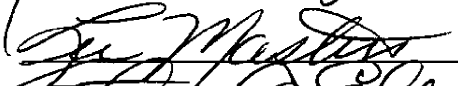
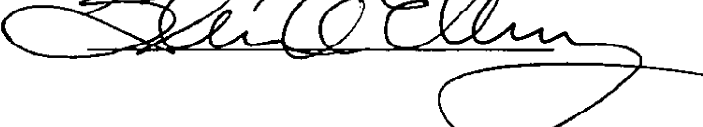
NOW, THEREFORE, BE IT RESOLVED:

- 1) That the St. Clair County Board of Commissioners does hereby adopt the St. Clair County Tax Report for the year 2001.
- 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 2001.
- 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 28, 2001

Reviewed and Approved As To Form By:

  
 \_\_\_\_\_  
 Gary A. Fletcher  
 County Corporation Counsel  
 522 Michigan  
 Port Huron, Michigan 48060

  
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## RESOLUTION 01-40

### Term Limits Legislation

**WHEREAS**, St. Clair County Board of Commissioners have been dismayed by the level of competence and understanding displayed by appointed bureaucrats who attempt to act as surrogates for our elected senators and representatives; and

**WHEREAS**, our elected officials, particularly our representatives, have a very short time to learn the necessary mechanics of state government in order to perform at an appropriate level of competence before they are "term limited"; and

**WHEREAS**, the actions and activities of previous legislative bodies tend to be lost or forgotten when members have such a short tenure; and

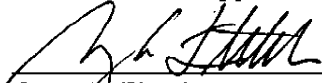
**WHEREAS**, St. Clair County Board of Commissioners want the best possible representatives in our state capitol; and




**NOW, THEREFORE, BE IT RESOLVED**, that the St. Clair County Board of Commissioners urge our elected legislators to revisit merits of term legislation as enacted by the people in 1994; and

**BE IT FURTHER RESOLVED**, that the County Clerk is instructed to send copies of this resolution to all county commissions in the State of Michigan and to all elected officials of the State of Michigan, Michigan Municipal League and Michigan Association of Counties.

**Dated: November 14, 2001**

Reviewed and Approved as to Form by:

  
\_\_\_\_\_  
Gary A. Fletcher  
County Corporation Counsel  
522 Michigan  
Port Huron, MI 48060

  
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## RESOLUTION 01-39

### Supporting the Board of Public Works Resolution 01-11 Adopting Rules and Regulations For Soil Erosion & Sedimentation Control

**Whereas**, the State of Michigan, through the enactment of Act 347 of Public Acts of 1972, made it the duty of the County of St. Clair to enforce the provisions of said Act within this county and likewise to establish the necessary rules and regulations for local enforcement of said Act; and

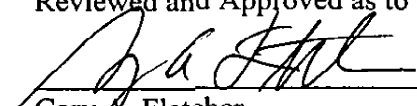
**Whereas**, the St. Clair County Board of Commissioner, by resolution duly adopted, has designated the St. Clair County Board of Public Works as the County Enforcing Agency for Act 347 of Public Acts of 1972, Soil Erosion and Sedimentation Control; and

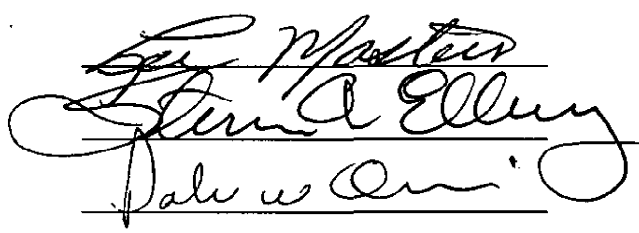
**Whereas**, the Michigan Department of Environmental Quality requires the program resolution to comply with the requirements of the most recent version of Part 91 and the Administrative Rules.

**Therefore, Be it Resolved**, that "Part 91, Soil Erosion and Sedimentation Control, of the Natural Resources and Environmental Protection Act, (Act 451, P.A. 1972)" as amended by Act 504, Public Acts of 2000 and the Administrative Rules are hereby approved, adopted and shall take immediate effect.

**Dated: October 24, 2001**

Reviewed and Approved as to Form by:

  
\_\_\_\_\_  
Gary A. Fletcher  
Corporation Counsel  
522 Michigan  
Port Huron, MI 48060

  
\_\_\_\_\_  
Dale W. Quinn

**RESOLUTION 01-38**

**ADOPTING OF  
THE MONITORING AND ENFORCEMENT MECHANISM OF  
THE 2000 UPDATE OF  
THE ST. CLAIR COUNTY SOLID WASTE MANAGEMENT PLAN  
AS COUNTY ORDINANCE**

**WHEREAS**, the Michigan Solid Waste Management Act, Part 115 of the Natural Resources and Environmental Protection Act, 1994 PA 451 (Part 115), as amended, an act to protect the public health and environment; to provide for the regulation and management of solid waste; to prescribe the powers and duties of certain state and local agencies and officials; to prescribe penalties.

**WHEREAS**, on September 7, 1997, the County of St. Clair filed a notice of intent indicating the county's intent to upgrade the 1990 St. Clair County Solid Waste Management Plan, as provided by section 11533(3) of Part 115.

**WHEREAS**, on August 9, 2000, the St. Clair County Board of Commissioners approved the 2000 Update of the St. Clair County Solid Waste Management Plan as prepared by the Metropolitan Planning Commission under the guidance of the Solid Waste Management Planning Committee.

**WHEREAS**, on May 4, 2001, the Director of the State of Michigan Department of Environmental Quality approved the 2000 Update of the St. Clair County Solid Waste Management Plan, submitted pursuant to Part 115.

**WHEREAS**, the 2000 Update of the St. Clair County Solid Waste Management Plan, as approved, provides for the adoption of a monitoring and enforcement mechanism, whereby St. Clair County is authorized to take action to guarantee compliance with the approved county solid waste management plan.

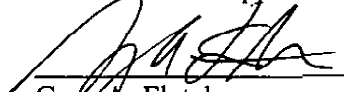
**WHEREAS**, the St. Clair County Board of Commissioners recognizes the necessity of a county ordinance empowering the county through its various departments and agencies to take action to guarantee compliance with the approved 2000 Update of the St. Clair County Solid Waste Management Plan.

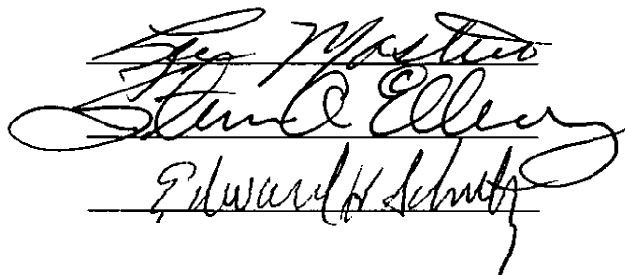
**NOW, THEREFORE, BE IT RESOLVED**, that the Monitoring and Enforcement Mechanism as approved as Appendix "E" of the 2000 Update of the St. Clair County Solid Waste Management Plan, attached hereto as Exhibit "E", is hereby adopted as St. Clair County Ordinance \_\_, effective this date.

All resolutions and parts of resolutions, insofar as they conflict with any provision of this resolution, are hereby rescinded.

**DATED: October 24, 2001**

Reviewed and Approved as to Form by:

  
\_\_\_\_\_  
Gary A. Fletcher  
County Corporation Counsel  
522 Michigan  
Port Huron, MI 48060

  
\_\_\_\_\_  
Edward H. Schmitt

## Appendix E: Monitoring & Enforcement Mechanism

### MONITORING AND ENFORCEMENT MECHANISM

#### PREAMBLE

A REGULATION TO PROTECT THE PUBLIC HEALTH AND LAND, AIR, WATER AND OTHER NATURAL RESOURCES OF THE COUNTY; TO SUPPLEMENT PROVISIONS OF PART 115 OF THE MICHIGAN NATURAL RESOURCES AND ENVIRONMENTAL PROTECTION ACT DEALING WITH SOLID WASTE MANAGEMENT AND ITS ADMINISTRATIVE RULES; TO REGULATE AND REQUIRE PERMITS FOR THE COLLECTION AND TRANSPORTATION OF SOLID WASTE; TO PROVIDE AN ENFORCEABLE MECHANISM FOR IMPLEMENTATION OF THE ST. CLAIR COUNTY SOLID WASTE PLAN; TO PRESCRIBE THE POWERS AND DUTIES OF AGENCIES; TO PROVIDE FOR THE COLLECTION AND USE OF DATA AND INFORMATION; AND TO PROVIDE FOR PENALTIES AND REMEDIES.

#### ENACTING CLAUSE

THE ST. CLAIR COUNTY HEALTH DEPARTMENT, UNDER AUTHORITY OF SECTIONS 2441(1) OF ACT 368 OF THE PUBLIC ACTS OF 1978, BEING SECTION 333.2441(1) OF THE MICHIGAN COMPILED LAWS AND THE COUNTY COMMISSIONERS OF ST. CLAIR COUNTY, UNDER AUTHORITY OF PART 115 OF ACT 451 OF PUBLIC ACTS OF 1995, SECTIONS 324.11501, ET SEQ. OF THE MICHIGAN COMPILED LAWS, AND ACT 156 OF THE PUBLIC ACTS OF 1851, SECTION 46.1 ET. SEQ OF THE MICHIGAN COMPILED LAWS, HEREBY ADOPT AND APPROVE THIS ST. CLAIR COUNTY SOLID WASTE REGULATION.

## PART 100: SOLID WASTE COLLECTION AND TRANSPORTATION

### SECTION 100.1 PURPOSE AND SCOPE

This part establishes procedures and criteria for the issuance of permits by a Designated County Authority consistent with Michigan's Solid Waste Management laws found in NREPA Part 115. This part also establishes the criteria to be applied by Designated County Authorities in their review of activities involving the transportation, storage, or disposal of solid waste within the County, except as may be authorized pursuant to this Regulation, and subject to NREPA Part 115.

(1) No person shall collect or transport solid waste originating in St. Clair County for the purpose of disposal except when authorized pursuant to this Regulation and the St. Clair County Solid Waste Management Plan.

(2) No person shall transport solid waste into the County from another County in Michigan for the purpose of disposal of the material within the County except when expressly authorized by the St. Clair County Solid Waste Management Plan and the Solid Waste Management Plan of the County from which the solid waste originated.

(3) No person shall transport solid waste originating in St. Clair County for disposal in any other County in Michigan except when expressly authorized by the St. Clair County Solid Waste Management Plan and the Solid Waste Management Plan of the County in which disposal is intended.

(4) No person who generates solid waste in St. Clair County shall transport such waste for disposal in another County in Michigan, or expressly contract with another person to transport such waste for disposal in another County in Michigan except when expressly authorized by the St. Clair County Solid Waste Management Plan and the Solid Waste Management Plan of the County in which disposal is intended.

### SECTION 100.2 DEFINITIONS.

The words defined in NREPA Part 115 and regulations promulgated pursuant to NREPA 115 shall have the same meaning when used in this Regulation. The following additional terms have the meaning defined herein:

(a) "Designated County Authority" means any person or agency designated by the St. Clair County Board of Commissioners to administer this Regulation in whole or in part, including but not limited to the St. Clair County Health Department, the St. Clair County Sheriff's Department, the St. Clair County Weighmaster, the St. Clair County Emergency Preparedness Coordinator, and the County Administrator/Controller.

(b) "the County" means St. Clair County.

(c) "Law Enforcement Officer" means an officer of the St. Clair County Sheriff's Department or the St. Clair County Weighmaster.

(d) "Regulation" or "this Regulation" means this St. Clair County Ordinance adopted by the St. Clair County Board of Commissioners as a Monitoring and

Enforcement Mechanism to implement and enforce St. Clair County's Solid Waste Management Plan as updated and adopted pursuant to the provisions of NREPA Part 115.

(e) "NREPA Part 115" means Part 115 of Act 451 of Public Acts of 1995, Michigan Compiled Laws Section 324.11501, et seq., and the regulations promulgated by the Michigan Department of Environmental Quality pursuant to NREPA Part 115 effective April 12, 1999, Michigan Administrative Code R299.4101-R299.4922, which are incorporated by reference as part of this Regulation.

(f) "MDEQ" means the Michigan Department of Environmental Quality.

(g) "MDEQ Solid Waste Management Rules" means the Solid Waste Management Act Administrative Rules promulgated pursuant to NREPA Part 115 effective April 12, 1999 as found in Michigan Administrative Code sections R299.4101-R299.4922.

### SECTION 100.3 SOLID WASTE HAULER PERMITS.

This Section 100.3 provides for the issuance of general, special and interim solid waste hauling permits authorizing the transportation of solid waste subject to the Regulation.

(a) General permits. General permits may be issued for the collection and transportation of non-hazardous solid waste. General permits may be issued on application of an interested person in accordance with the procedures of Part 100 and shall specify an expiration date not to exceed two years from the date of issuance.

(b) Special permits. Special permits may be issued for the collection and transportation of materials which do not require collection and transportation on a continuous basis. Special permits shall specify an expiration date of 30 days from the date of issuance.

(c) Interim permits. Interim permits may be issued as a temporary measure to accommodate a person who has applied for a general permit to collect and transport solid waste when it appears to the County Administrator/Controller that a final decision on that person's permit request will be delayed. Interim permits shall specify an expiration date no later than six months from date of issuance.

### SECTION 100.4 AUTHORITY TO ISSUE PERMITS.

The County Administrator/Controller shall issue, deny, modify, revoke, suspend, impose conditions on, initiate and carry out enforcement activities and take any and all other actions necessary or proper and permitted by this Regulation with respect to general, special, or interim permits. The County Administrator/Controller may suspend or revoke a general, special, or interim permit of a solid waste hauler who violates any provisions of this Regulation.

## SECTION 110 APPLICATION FOR A SOLID WASTE HAULER PERMIT.

### SECTION 110.1 APPLICATIONS FOR PERMITS.

Applications for general, special, and interim permits must be filed with the St. Clair County Administrator/Controller. Application shall be made in writing and shall contain the following:

- (a) The name and address of the applicant as listed in the Michigan Annual Business Report.
- (b) The names and addresses of all officers and directors if the applicant is a corporation (a copy of the current Michigan Annual Report) and all current partners or members if the applicant is a partnership or limited liability company;
- (c) The name of persons collecting and transporting the material;
- (d) A description of the general area to be serviced by the applicant;
- (e) The applicant shall indicate the general description, make, model, year, vehicle identification number (manufacturer serial number) and cubic yard capacity for each motor vehicle to be used by the permittee for the duration of the licensing period for the purpose of transporting solid waste for disposal within the County;
- (f) A physical description of the material to be collected and transported, for example: residential, commercial, construction, hospital, etc.;
- (g) The estimated quantity of material to be collected and transported on an annual basis.

### SECTION 110.2 APPLICANT.

The application shall be filed with the County Administrator/Controller by the person or firm collecting, processing or hauling the material proposed to be collected and transported.

### SECTION 110.3 PROCESSING FEES.

- (a) A processing fee in an amount established by the County Administrator/Controller and approved by the St. Clair County Board of Commissioners will be charged in connection with each application for a permit for the collection and transportation under this part.
- (b) Notwithstanding any other provision of this Section 110.3, no agency of the County of St. Clair, or any municipality located therein, will be required to pay the processing fee specified in paragraph (a) of this section.

## SECTION 120 ACTION ON PERMIT APPLICATIONS.

### SECTION 120.1 GENERAL.

Decisions on issuance, denial, or imposition of conditions on a permit will be made within 30 days from the date a complete application is filed.

## SECTION 130 CRITERIA FOR EVALUATION OF APPLICATIONS.

### SECTION 130.1 APPLICABILITY.

Section 130 establishes criteria for the issuance of collection and transportation permits.

### SECTION 130.2 PROHIBITED MATERIALS.

- (a) Materials not classified as solid waste shall not be collected or transported for disposal in St. Clair County unless otherwise authorized by law;
- (b) The collection and transportation of solid waste generated in Michigan outside of St. Clair County not authorized by the St. Clair County Solid Waste Management Plan and the Solid Waste Management Plan of the County in which the solid waste originated is prohibited from being disposed of in the County;
- (c) Solid waste generated within St. Clair County for disposal in another County in Michigan except as may be authorized by the St. Clair County Solid Waste Management Plan and the Solid Waste Management Plan of the County intended to receive such solid waste for disposal.

## SECTION 140 RECORDS AND REPORTS OF SOLID WASTE HAULER.

### SECTION 140.1 RECORDS OF PERMITTEES.

- (a) Each permittee shall maintain complete records of the following information, which will be available for inspection by a County Law Enforcement Officer;
  - (1) The general physical and/or chemical characteristics of the material authorized to be collected, transported, or disposed pursuant to the permit;
  - (2) Disposal locations for each load;
  - (3) Any other information required as a condition of the permit by the County Administrator/Controller.
  - (4) Information specified in Section 160.5 of this Regulation.
- (b) Each permittee shall keep all load information and customer listings required under this part for a period of three (3) years from the date that the solid waste was last collected, transported, or disposed of.

(c) The periods of retention referred to in this section are extended automatically during the course of any unresolved enforcement action regarding the regulated activity or otherwise as required by the County Administrator/Controller.

#### SECTION 150 NUISANCE.

Solid wastes which may present a public nuisance if improperly collected, transported, and disposed of may only be collected, transported or disposed of under such conditions and in such a manner which will insure that no public nuisance is created.

#### SECTION 160 SOLID WASTE TRANSPORT UNIT IDENTIFICATION: LOAD CERTIFICATION.

##### SECTION 160.1 SOLID WASTE HAULER VEHICLE.

A solid waste hauler shall not collect and/or transport solid waste for disposal within the County with a motor vehicle unless:

- (a) The vehicle has been properly described in the solid waste hauler permit application under Section 110.1; or
- (b) The County Administrator has been provided such information in writing prior to placing the vehicle in service.

##### SECTION 160.2 SOLID WASTE TRANSPORT UNIT IDENTIFICATION.

Every solid waste transporting unit used to collect solid waste within the County or transport solid waste to a disposal area within St. Clair County shall affix the markings "SCC" followed by a space followed by the permit number assigned to the transporter pursuant to Part 110 of this Regulation. The markings required by this section shall meet all of the following requirements:

- (a) To be painted on or permanently attached to each side of the solid waste transport unit;
- (b) To be plain vertical block characters not less than three inches in height;
- (c) To be contrasted with the color of the background and be distinctly visible and legible for the duration of the licensing period;
- (d) Have spaces or hyphens that are equal to the width of the letter "S" between the letter and number groupings (example: SCC 000 or SCC-000);
- (e) Read from left to right;
- (f) Not be obscured or hidden by any part of the solid waste transport unit;
- (g) On a solid waste transport unit so designed or configured that a number on the super structure would not be easily visible, the markings may be painted on or attached to removable plates that are firmly and permanently attached to each side of the unit.

##### SECTION 160.3 NONCOMMERCIAL SMALL QUANTITY EXCEPTION.



A private citizen transporting solid waste to a licensed solid waste disposal area is exempt from the requirements of this part providing:

- (a) The citizen is a natural person, and
- (b) The solid waste material was generated by that person and not collected from other sources, and
- (c) That person does not receive compensation or other remuneration from another person for the transportation or disposal of said solid waste, and
- (d) The amount of solid waste being transported or disposed of does not exceed 10 cubic yards per load or 1000 cubic yards per year.

#### SECTION 160.4 PRE-TRANSPORT REQUIREMENT.

A transporter and generator of solid waste shall be responsible for determining that the waste material offered for transportation or disposal complies with all requirements of this Regulation.

#### SECTION 160.5 LOAD INFORMATION.

(a) Except as provided in Section 160.3 and Section 160.5 of this Regulation, a solid waste transporter, other than a city owned and operated Department of Public Works within the city limits, transporting solid waste to a disposal area within St. Clair County shall prepare a written record prior to movement of the material from the place of origin. For radio-dispatched trucks, the records required shall be the record of the dispatches. The following information must appear on the face of the record:

- (i) The name and mailing address of the person responsible for the generation of the material.
- (ii) The location where the material was picked up, if different from the preceding paragraph.
- (iii) The name and location of the proposed destination of the material.

(b) A solid waste transporter, other than a city owned and operated Department of Public Works within the city limits, operating a compactor vehicle while engaged in carrying out collection of residential solid waste shall carry within the vehicle a truck route log specifying the street address of each residence serviced by that vehicle. Upon request of a County Law Enforcement Officer to inspect a load, a transporter subject to this section shall identify each customer by street address that provided any portion of the solid waste being transported at the time of the inspection.

## SECTION 160.6 ADMINISTRATIVE INSPECTION

(a) A County Law Enforcement Officer may make periodic inspections of solid waste transporting units for the purpose of verifying load information and to determine compliance with requirements of this Regulation and NREPA Part 115.

(b) The solid waste transport unit owner, operator, or other representative shall be entitled to be present during an inspection conducted pursuant to this section, however, the presence of the permittee or an authorized representative of the permittee is not a condition precedent to such inspection.

(c) An inspection conducted pursuant to this section may be initiated at any time that the County Law Enforcement Officer requesting the inspection has a reasonable belief that a solid waste transporting unit contains solid waste material destined for a disposal area within the County. The fact that an owner, operator, or other representative leaves the solid waste transporting unit unattended after an inspection has been initiated shall not require termination of the inspection.

(d) Any vehicle inspection conducted pursuant to this section and performed at a solid waste disposal area shall not exceed two hours unless a warrant to search has issued for same. Any such inspection performed at a location other than a disposal area may not exceed 30 minutes unless warrant to search has issued for same.

(e) Whenever refuse in a truck cannot be properly inspected without discharge from the truck, the inspection shall be conducted at a solid waste Type II Landfill.

(f) There shall be no more than six (6) inspections under this section of any one solid waste transporting unit conducted within any consecutive six month period except pursuant to a search warrant.

## SECTION 160.7 SOLID WASTE TRANSPORTING UNITS OPERATING REQUIREMENT

(a) All solid waste transporting units in the County shall be subject to the Solid Waste Management Act Administrative Rules promulgated pursuant to NREPA Part 115 found in the Michigan Administrative Code at R299.4601 and R299.4602 which are incorporated and made a part of this Regulation.

## PART 200: SOLID WASTE DISPOSAL AREA OPERATORS

### SECTION 200.1 COUNTY REQUIREMENTS.

The construction, modification, expansion, alteration or reconstruction and operation of a solid waste disposal area shall comply with NREPA Part 115, this Regulation, and applicable provisions of the approved St. Clair County Solid Waste Management Plan.

## SECTION 200.2 AUTHORIZED SOLID WASTE HAULER.

A person operating or otherwise in control of a solid waste disposal area within the County shall not accept solid waste for disposal from any person not authorized under Part 100 of this Regulation to collect and transport solid waste within the County.

## SECTION 200.3 OPERATING RECORD.

(a) The owner or operator of a solid waste disposal area shall keep written operating records at the facility. Operating records shall consist of the records required by the MDEQ for operation and closure, as well as those records required by this Regulation.

(b) A solid waste disposal area owner or operator must record and maintain the operator records required under this Regulation until closure of the facility, or as otherwise specified in this Regulation.

## SECTION 200.4 AVAILABILITY, RETENTION, AND DISPOSITION OF RECORDS.

(a) All records, including but not limited to operating records and gate log, required under this part must be furnished upon request, and made available at all reasonable times for inspection, by an officer, employee, or representative of any Designated County Authority.

(b) The retention period for all records required under this Part is extended automatically during the course of any unresolved enforcement action regarding the solid waste disposal area or as requested by the County Administrator .

(c) A copy of records required under this part of this Regulation must be submitted to the County Administrator upon closure of the solid waste disposal area.

## SECTION 200.5 GATE LOG.

(a) When a solid waste disposal area receives solid waste, the owner or operator must prepare and maintain permanent bound records having sequentially numbered pages wherein the following information must be recorded by indelible markings:

(1) The name of all persons making small quantity deliveries exempt from load information requirements by reason of Section 160.3.

(2) The date any delivery is made.

(3) The St. Clair County Waste Hauler Permit Identification Number found on all sides of the waste hauling transport unit where applicable.

(4) Name of person or firm making a delivery.

(5) Quantity of material.

(6) Signature of driver making delivery.

(7) A general location in the county that waste came from.

(8) General description of waste, e.g. residential, commercial, construction, etc.

(b) The owner and/or operator of the solid waste disposal area must retain at the disposal area all information required pursuant to Section 200.5(a) above for a period of at least (3) three years from the date the material was accepted for disposal. Logs shall available for inspection by any designated County Authority.

(c) The above requirements of this Section 200.5 shall not be applicable to any solid waste disposal area owner or operator which has reached an agreement with the St. Clair County Administrator to administer alternative gate log procedures and record keeping acceptable to protect the public health, safety and the environment and are consistent with the St. Clair county Solid Waste Management Plan.

#### SECTION 200.6 ADMINISTRATIVE INSPECTION.

(a) The Sheriff's Department and/or St. Clair County Health Department shall make periodic inspections of solid waste disposal areas located within the County for the purpose of reviewing records required to be maintained under this Regulation for accuracy and completeness. The premises of solid waste disposal areas shall also be inspected for the purpose of determining compliance with this Regulation and NREPA Part 115.

(b) The solid waste disposal area owner, operator, or other representative shall be entitled to be present during an inspection conducted pursuant to this section, however, the presence of the licensee or an authorized representative of the licensee is not a condition precedent to such inspection.

(c) Inspection conducted pursuant to this section may be initiated at any time that business is being performed or when the solid waste disposal area owner, operator, or other representative is present. The fact that an owner, or operator, or other representative leaves the solid waste disposal area after an inspection has been initiated shall not require the termination of the inspection. The owner, operator or other representative must be allowed a reasonable time to respond to the disposal area after reasonable attempts have been made to notify the owner, operator or other representative of the inspection under this section.

(d) Any inspection conducted pursuant this section shall not continue for more than 24 hours after initiation unless a warrant to search has issued for same.

#### SECTION 200.7 BIENNIAL REPORT.

The owner or operator of a solid waste disposal area located within the County must prepare and submit a single copy of a biennial report to the County Administrator by March 1 or each even numbered year. The report must cover disposal area activities during the previous calendar years and must include:

(a) The time period covered by the report.

(b) A list of all solid waste haulers licensed within the County that have delivered materials for disposal during the reporting period;

- (c) A description and the quantity of solid waste materials received during the report;
- (d) The general location on site where each of the various types of solid waste have been disposed of for the reporting period.

#### SECTION 200.8 ADDITIONAL REPORTS.

In addition to submitting other reports required by this Regulation, the owner or operator of the solid waste disposal area must also report:

- (a) Fires at the disposal areas;
- (b) Explosions at the disposal area;
- (c) Other information required by the County Administrator as may be necessary to demonstrate compliance with this Regulation.

#### SECTION 210 CRITERIA FOR MANAGEMENT AND OPERATION OF SOLID WASTE DISPOSAL AREAS

##### SECTION 210.1 REGULATION OF SOLID WASTE DISPOSAL AREA SITE USE

(a) Solid waste landfills in the County must be operated and maintained in accordance with all applicable provisions of NREPA Part 115 including, but not limited to, the Rules specifically pertaining to landfills found in Part 3 and Part 4 of the MDEQ Solid Waste Management Rules in Michigan Administrative Code sections R299.4301-R299.4319 (pertaining to Type III Landfills) and R299.4401-R299-4454 (pertaining to Type II Landfills).

(b) Solid Waste Transfer Facilities and Processing Plants must be maintained and operated in accordance with all applicable provisions of NREPA Part 115 including, but not limited to, the MDEQ Solid Waste Management Rules in Michigan Administrative Code sections R299.4501-R299.4509.

##### SECTION 210.2 SECURITY.

(a) The owner or operator of a solid waste disposal area must prevent an unknowing entry, and minimize the possibility for the unauthorized entry, or persons or livestock onto the active portion of the facility.

(b) The facility must have an artificial or natural barrier (e.g. a fence in good repair or a fence combined with a berm or earthen mound), which completely surrounds the active portion of the facility.

(c) A means to control entry, at all times, through the gates or other entrances to the active portion of the facility (e.g., an attendant, television monitors, locked entrance, or controlled roadway access to the facility),

(d) The premises must be posted with signs legible from a distance of at least 25 feet that indicate that only authorized personnel are allowed to enter the disposal area, and that entry onto the disposal area can be dangerous.

### SECTION 210.3 PREPAREDNESS AND PREVENTION.

(a) Facilities must be designed, constructed, maintained and operated to minimize the possibility of fire, explosion or uncontrolled release of solid waste material into the air, soil or surface water which could harm human health or the environment.

(b) The facilities at all solid waste disposal areas must be equipped with the following:

(1) A device, such as a telephone (immediately available at the scene of the operation) of a hand-held two-way radio capable of summoning emergency assistance from local police departments, fire departments, or state or local emergency response teams;

(2) Portable fire extinguishers;

(3) Reserved.

(c) The owner or operator of a solid waste disposal area must make the following arrangements as appropriate for the type of solid waste handled at the facility and the potential need for the services of these organizations.

(1) Arrangements which are updated every year to familiarize local police, fire departments and emergency response teams with the layout of the facility properties of the solid waste handled at the facility and associated hazards, places where facility personnel would normally be working, entrances to the roads inside the facility, and possible evacuation routes;

(2) Where more than one police and fire department might respond to an emergency, agreements designating primary emergency authority to a specific police and a specific fire department, and agreements with any others to provide support to the primary emergency authority.

### SECTION 210.4 CONTINGENCY PLAN AND EMERGENCY PROCEDURES.

(a) Each owner or operator of a solid waste disposal area must have a contingency plan for the facility. The contingency plan must be designed to minimize hazards to human health or the environment from fires, explosions, or any unplanned release of solid waste material into the air, soil or surface water.

(b) The provisions of the plan must be carried out immediately whenever there is an imminent or actual emergency situation such as flooding caused by torrential rains, fire, explosion, or release of solid waste material which could threaten human health or the environment. Whenever there is an imminent or actual emergency situation, the emergency coordinator must immediately notify local, state, or federal agencies if there is a threat of adverse effect on human health, or the environment, in or around the disposal area.

(c) The contingency plan must describe the actions facility personnel must take in response to fires, explosions, or any unplanned release of solid waste material into the air, soil, or surface water in the disposal area.

(d) The plan must list names, addresses, and phone number (office and home) of all persons qualified to act as emergency coordinator (see Section 210.5) and others who are to be notified. The list must be kept up to date.

- (e) The plan must include a list of all emergency equipment at the facility.
- (f) A copy of the contingency plan must be kept at the disposal area and a copy provided to local police departments, fire departments, and the St. Clair County Emergency Preparedness Coordinator.

#### SECTION 210.5 EMERGENCY COORDINATOR.

At all times, there must be at least one employee either on site at the disposal area or on call (i.e., available to respond to an emergency by reaching the disposal area site within a short period of time) with the responsibility for coordinating all emergency measures. This emergency coordinator must be thoroughly familiar with all aspects of the disposal area's contingency plan, all operations and activities at the disposal site, the location and characteristics of various types of solid waste material handled, the location of all records within the facility, and the disposal area layout. In addition, this person must have the authority to commit the resources needed to carry out the contingency plan.

#### PART 300: DUTY TO PROVIDE ACCURATE INFORMATION TO REGULATORY AGENCY.

##### SECTION 300.1 DUTY TO PROVIDE

A person shall not furnish false, forged, fictitious, or intentionally misleading information, in written or verbal form, to a Designated County Authority or a peace officer while administering this Regulation.

#### PART 400: ANTI-LITTER REGULATION

##### SECTION 400.1 DEFINITIONS.

- (a) As used in Section 400, litter shall mean all rubbish, refuse, waste material, garbage, offal, paper, glass, cans, bottles, trash, debris, or other foreign substances of every kind and description. Such material when placed at the curbside where normal collection occurs but for which no such collection has been arranged or authorized shall be deemed litter.
- (b) The phrase "public or private property or waters" shall include but shall not be limited to:
  - (1) The right-of-way of any road or highway, any body of water or watercourse, or the shores or beaches thereof and including the ice above such waters;
  - (2) Any park, playground, buildings, refuge or conservation or recreation area; and
  - (3) Any residential or farm properties or timberlands.

##### SECTION 400.2 RESTRICTIONS ON LITTERING

It is declared unlawful for any person, firm or corporation to knowingly dump, deposit, place, throw, or leave, or cause or permit the dumping, depositing, placing, throwing or leaving of litter, on any public or private property or waters without the permission of the owner, other than the property designated and set aside for such purposes within the County of St. Clair. It is further unlawful for any person, with or without the consent of the owner of the property, to place litter at a curbside for normal refuse collection without having made arrangements with a refuse collection hauler for the collection of the litter.

### SECTION 400.3 REGULATIONS

(a) All public authorities who have supervision of public property of this state or any political subdivision thereof may post notice signs and otherwise to publicize the requirements of this Regulation.

(b) All public authorities who have supervision of public property in this state may establish and maintain receptacles for the deposit of litter on the property and publicize the location thereof.

**PART 500: VIOLATION MISDEMEANOR; PENALTY ; CONTINUING VIOLATIONS; ARREST WITHOUT WARRANT; NOTICE TO APPEAR; GUILTY OR NOT GUILTY PLEAS; COSTS; WARRANT FOR ARREST.**

### SECTION 500.1 VIOLATION MISDEMEANOR.

A person who violates this Regulation is guilty of a misdemeanor. A person convicted under this Regulation may be punished by a fine of not more than \$1,000.00 and costs of prosecution and in default of payment of any portion of fine and costs, imprisonment for not more than six months. If a violation is of a continuing nature, each day upon which it occurs or continues shall be deemed a separate offense.

**SECTION 500.2 ARREST WITHOUT WARRANT FOR MISDEMEANOR; NOTICE TO APPEAR; GUARANTEED APPEARANCE CERTIFICATE.**

(a) When a person is arrested without a warrant for a violation of this Regulation punishable as a misdemeanor, the arresting officer shall prepare, as soon as possible and as completely as possible, an original and 3 copies of a written citation to appear in court containing the name and address of the person, the violation charged, and the time and place when and where the person shall appear in court. The officer shall inform the offender of the violation and shall give the second copy of the citation to the alleged offender. If the arrested person demands, he or she shall be taken before a judge or magistrate of the 72nd District Court for the State of Michigan in lieu of being given the citation.

(b) The time specified in the citation to appear shall be within a reasonable time after the arrest.



(c) The place specified in the citation to appear shall be before a court within the county in which the violation charged is alleged to have been committed and who has jurisdiction of the violation.

(d) Appearance may be made in person, by representation, or by mail. When appearance is made by representation or mail, the judge or magistrate may accept the plea of guilty or not guilty for purposes of arraignment, with the same effect as though the person personally, appeared before him or her. The judge or magistrate, by giving 5 days notice of the date of appearance, may require appearance in person at the time and place designated in the citation.

(e) When a person who is not a resident of the state is arrested without warrant for a violation of this act punishable as a misdemeanor, the arresting officer, upon demand of the arrested person, immediately shall take the person before a judge or magistrate of the vicinity to answer to the complaint made against the person. If a judge or magistrate is not available or an immediate trial cannot be had, the person arrested may recognize to the offer for his or her appearance by leaving with the officer a guaranteed appearance certificate or sum of money not to exceed \$500.00 in which case the following provisions apply:

(1) The officer making the arrest shall give a receipt to the person arrested for the guaranteed appearance certificate or the money deposited together with a written citation as provided in subsection (1).

(2) If the offender fails to appear as required in the citation, the guaranteed appearance certificate or deposit shall be forfeited as in other cases of default in bail, in addition to be any penalty provided in this Regulation.

(3) At or before the completion of his or her tour of duty, a police officer taking a certificate or deposit of money shall deliver the certificate or deposit of money either to the judge or magistrate named in the citation together with a report of the facts relating to the arrest, or to the police chief or person authorized by the police chief to receive certificate or the money deposited and citation in the same manner as prescribed for citations in this Regulation. Failure to make a report and deliver the money deposited shall be embezzlement of public money.

(4) "Guaranteed appearance certificate" means a card of certificate containing a printed statement that surety company authorized to do business in this state guarantees the appearance of the person whose signature appears on the card or certificate, and that the company, if the person fails to appear in court at the time of trial or sentencing or to pay any fines or costs imposed pursuant to this act, will pay any fine, costs, or bond forfeiture imposed on the person.

(f) An officer making an arrest under this chapter for a misdemeanor without a warrant shall not be entitled to any fees for making the arrest or the issuance of a citation under this section.

### SECTION 500.3 GUILTY OR NOT GUILTY PLEA ON MISDEMEANOR.

When under Section 500.2 an officer issues a citation for a misdemeanor, a judge or magistrate may accept a plea of guilty or not guilty upon the citation, without the necessity of a sworn complaint but the officer shall sign the complaint before the offender pleads not guilty, further proceedings may not be had until a sworn complaint is

filed with the judge or magistrate. A warrant for arrest shall not issue for an offense under this act until a sworn complaint is filed with the judge or magistrate.

#### SECTION 500.4 COSTS OF COMPELLING APPEARANCE.

In addition to fine assessed for the charge when found guilty, the judge or magistrate may also add to any fine and costs levied additional costs incurred in compelling the appearance of the person, which additional costs shall be returned to the general fund of the unit of government incurring the costs.

#### SECTION 500.5 WARRANT FOR ARREST.

This Regulation shall govern all law enforcement officers in making arrests without a warrant and shall not be construed as preventing the execution of a warrant for the arrest of a person for a misdemeanor as in other cases of misdemeanors when the same may be necessary.

#### SECTION 500.6 APPEARANCE TICKETS.

(a) A person believed to be in violation of this Regulation may be issued and served with an appearance ticket pursuant to Section 2463 of Act 368 of Public Acts of 1978, being Section 333.2463 of the Michigan Compiled Laws, commanding such person to appear in court.

(b) Failure to appear in court on the date for appearance will subject the person to arrest upon issuance of a complaint and warrant on recommendation of the County Prosecutor's Office.

(c) Persons convicted of a violation of this Regulation based upon an appearance ticket shall be guilty of a criminal misdemeanor and subject to a fine, or imprisonment, or both, as provided in Section 2441(2) of Act 368 of the Public Acts of 1978, being Section 333.2441(2) of the Michigan Compiled Laws.

(d) A Law Enforcement Officer or Health Department Official may issue appearance tickets without issuance, prior to issuance, or subsequent to issuance of a citation, violation notice, or order.

#### SECTION 500.7 ORDERS.

(a) Upon a determination by a Health Department Official that an imminent danger to health or lives of individuals exists, caused by a condition which constitutes a violation of this Regulation, the Health Department Official shall issue an order to the responsible party requiring immediate action to avoid, correct, or remove the imminent danger or take other action as provided by Section 2451 of Act 368 of the Public Acts of 1978, being Section 333.2451 of the Michigan Compiled Laws.

(b) Pursuant to Section 2455 of Act 368 of Public Acts of 1978, being Section 333.2455 of the Michigan Compiled Laws, a Health Department Official may issue an

order to avoid, correct or remove, at the owner's expense, a building or condition which violates this Regulation or which the Health Department Official reasonably believes to be a nuisance, unsanitary condition or cause of illness caused by a condition of improper solid waste management.

(c) The person shall comply with an order issued under this Section within the time specified.

#### SECTION 500.8 CIVIL CITATIONS.

Pursuant to Act 368, P.A. 1978, Section 2461 and 2462, Health Department Representatives are hereby authorized to issue civil citations to be assessed for a specific violation of this Regulation at the time or not later than 90 days after discovery of the alleged violation. The citation shall be written and shall state with particularity the nature of the violation, including reference to the section, the civil penalty established for the violation, if any, and the right to appeal the citation. The citation shall be personally delivered or sent by registered/certified mail to the alleged violator.

(a) Not later than twenty (20) days after receipt of a civil citation, an alleged violator may petition the Health Department of an administrative hearing which shall be held within thirty (30) days after the receipt of the petition. After the administrative hearing, the administrator may affirm, dismiss, or modify the citation. The decision of the administrator shall be final, unless within sixty (60) days of the decision, the Board of Health or committee thereof, may affirm, dismiss or modify the citation.

(b) A person aggrieved by a decision of the administrator, the Board of Health or committee thereof, may petition the circuit court of St. Clair County for review. The petition of the court review shall be filed not later than sixty (60) days following receipt of the final decision concerning the civil citation.

(c) The Board of Health with approval of the St. Clair County Board of Commissioners shall adopt a schedule of monetary civil penalties of not more than \$1,000.00 for each violation or day the violation continues which may be assessed for a specific violation of the code, or the Michigan Public Health Code, or a rule or regulation adopted, or order issued which the health department has the authority and duty to enforce.

(d) The Board of Health shall publish specific violations in a civil citation schedule or monetary penalties which shall establish a monetary penalty for the specific violation named, and the penalty fine shall be determined upon the nature, threat or seriousness of each violation. The amount of monetary penalty shall be doubled for a second citation for the same violation, and tripled for a third citation of a specific violation. Thereafter, each citation shall be the maximum penalty permitted by law.

(e) When a violation of these regulations or another law, regulation or rule which the Health Officer has the duty to enforce exists, and for which no specific monetary penalty has been published, the monetary penalty shall be \$100.00 for the first citation, \$250.00 for the second citation and \$500.00 for each citation thereafter.

(f) A civil penalty shall become final if a petition for an administrative hearing or review is not received within the time specified in this article.

(g) A civil penalty imposed under this part is payable to the Health Department for deposit with the County General Fund.

(h) A civil penalty may be recovered in a civil action brought in the county in which the violation occurred or the defendant resides. Any judgments rendered pursuant to such actions shall be payable to the Health Department for deposit with the County General Fund.

#### SECTION 500.9 CIVIL ACTIONS TO ENJOIN VIOLATIONS, CIVIL FINES AND COSTS.

(a) Enforcement under NREPA Part 115:

(1) The St. Clair County Corporation Counsel, pursuant to Section 11546 of NREPA Part 115, being Section 324.11546 of the Michigan Compiled Laws, may bring an action in the name of the People of the County based on facts arising within St. Clair County for any appropriate relief including injunctive relief for a violation of this Regulation or a violation of NREPA Part 115 or the MDEQ Solid Waste Management Rules.

(2) In addition to any other relief provided by this section, the Court may impose on any person who violates any provision of this Regulation, NREPA Part 115 or the MDEQ Solid Waste Management Rules or who fails to comply with any permit, license, or final order issued pursuant to this Regulation, NREPA Part 115 or the MDEQ Solid Waste Management Rules a civil fine of not more than \$10,000.00 for each day of violation.

(3) In addition to any other relief provided by this section, the Court may order a person violating this Regulation, NREPA Part 115 or the MDEQ Solid Waste Management Rules either to restore or to pay to the state an amount equal to the cost of restoring the natural resources of this state affected by the violation to their original condition before the violation, and to pay to the County the costs of surveillance and enforcement incurred by the County as a result of the violation.

(4) This section does not preclude any person from commencing a civil action based on facts that may also constitute a violation of this section of this Regulation, NREPA Part 115 or MDEQ Solid Waste Management Rules.

(b) Enforcement under Public Health Code pursuant to Sections 2462(3) and 2465(1) of Act 368 of Public Acts 1978, being Section 333.2462(3) and Section 333.2465(1) of the Michigan Compiled Laws, the St. Clair County Corporation Counsel may institute appropriate civil court actions:

(1) Enforce and enjoin violation of this Regulation including citations, violation notices and orders issued under this Regulation and agreements, contracts or arrangements entered into under this Regulation.

(2) Restrain, abate or destroy conditions causing pollution, destruction, or impairment of the environment.

#### PART 600: AMENDMENT, INTERPRETATION , EFFECTIVE DATE, ETC.

##### SECTION 600.1 AMENDMENTS.

(a) This Regulation may be amended because of development of new solid waste technologies, or recognition of emerging solid waste management problems.

(b) Any amendments to this Regulation will be made after public notice and public hearing pursuant to Section 2442 of Act 368 of the Public Acts of 1978, being Section 333.2442 of Michigan Compiled Laws.

#### SECTION 600.2 INTERPRETATION CLAUSES.

(a) This Regulation provides minimum standards, supplemental to the statutes of the State of Michigan and the administrative rules duly promulgated thereunder. Where any provision of this Regulation and a provision of any federal or state statute or rule both apply, the more restrictive of any or all codes, statutes, ordinances or rules shall prevail.

(b) Provisions of this Regulation shall be construed liberally so as to best preserve the public health and safety.

(c) The word "shall" is mandatory, not merely directory.

#### SECTION 600.3 SEVERABILITY.

If any part of this Regulation is declared illegal or unconstitutional by a court of competent jurisdiction, that decision shall not affect any portion of the Regulation which remain but the remainder shall be in full force and effect.

#### SECTION 600.4 SAVINGS CLAUSE

Regulations adopted by St. Clair County or the St. Clair County Board of Commissioners which are in effect on the effective date of this Regulation continue to the extent they do not conflict with this Regulation.

**SECTION 600.5 EFFECTIVE DATE.**

**This Regulation shall become effective on the date the Director of the Michigan Department of Environmental Quality approves the St. Clair County Solid Waste Management Plan.**

**RESOLUTION 01-37**

**Approving Cooperative Reimbursement IV-D Program Agreement  
For the St. Clair County Prosecuting Attorney for the Year 2002**

WHEREAS, the Michigan Family Independence Agency proposes to renew its "Cooperative Reimbursement (IV-D) Program" wherein direct grants are made to the counties under the provisions and in accordance with Title IV-D of the Social Security Act, as amended, and the provisions of part 302.34 and 304, Chapter III, Title 45, Code of Federal Regulations for the purpose of staffing sufficient personnel to assist in the collection of money for recipients of the A.D.C. Program, and other service programs, as well as certain services rendered by the Prosecuting Attorney's Office; and

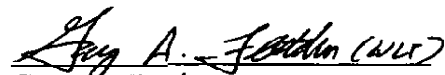
WHEREAS, payment shall be made on the basis of the program budget, a copy of which is attached hereto and made part hereof, provided that no more than Two Hundred Eight Thousand Seven Hundred Sixty-eight and no/100<sup>ths</sup> (\$208,768.00) Dollar shall be paid from combined County and State funds during the life of this agreement and provided further that Seventy Thousand Nine Hundred Eighty-one and no/100<sup>ths</sup> (\$70,981.00) Dollars of the above amount is the County's appropriation contributed to Title IV-D Program.

NOW THEREFORE, BE IT RESOLVED THAT:

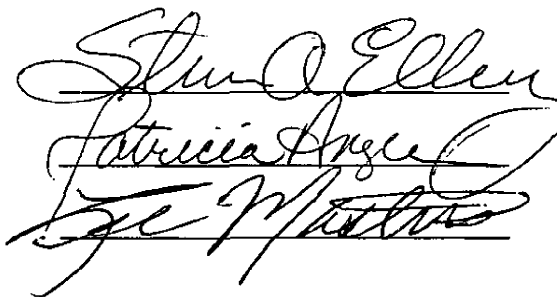
1. The St. Clair County Board of Commissioners does hereby approve the execution of the Cooperative Reimbursement Program agreement between the Prosecuting Attorney for the County of St. Clair and the Michigan Family Independence Agency.
2. The Chairperson of this Board is hereby authorized to execute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

DATED: October 10, 2001

Reviewed and Approved as to Form by:



Gary A. Fletcher  
County Corporation Counsel  
522 Michigan  
Port Huron, MI 48060



## RESOLUTION 01-36

### Vigilant, but not Vigilantes

**WHEREAS**, America continues to mourn the incomprehensible loss that the nation suffered on September 11, 2001, but we must be sure not to let our anger, fear and sorrow surface as violence; and

**WHEREAS**, America as a nation must strive to provide a safe and welcoming environment for all of its citizens, including the millions of Arab and Muslim Americans who are part of America's national community; and

**WHEREAS**, citizens must show patriotism and compassion by accepting all fellow Americans, and as a nation stand together, united against terrorism; and

**WHEREAS**, counties, keeping with the long held tradition of caring for America, must continue to pray for the victims, provide aid and compassion to the survivors, the families of the victims, the brave relief workers, their families and all who have been touched by this tragedy, while always remaining cognizant of the terrible toll terrorism has taken on our society.

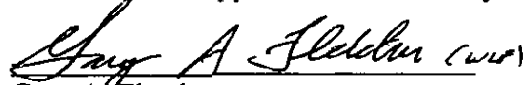
**THEREFORE, BE IT RESOLVED**, that the St. Clair County Board of Commissioners ardently condemns cowardly and pointless acts of hate crimes; and

**BE IT FURTHER RESOLVED**, that the St. Clair County Board of Commissioners encourages all its citizens to be vigilant in their efforts to help and heal, but not vigilantes;

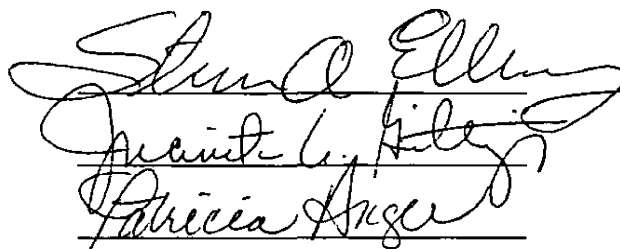
**BE IT FURTHER RESOLVED**, that the St. Clair County Board of Commissioners condemns all acts of lawlessness and supports the President of the United States, as he works with his national security team to defend the United States of America against terrorism and that white.

**DATED: October 10, 2001**

Reviewed and Approved as to Form by:



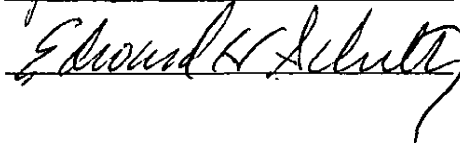
Gary A. Fletcher  
County Corporation Counsel  
522 Michigan  
Port Huron, MI 48060



Donnell E. George









**RESOLUTION 01-35**

**Stand Up For Steel**

**Whereas, the steel industry is in jeopardy of being eliminated from the United States; and**

**Whereas, the steel industry has historically been the backbone of the United States manufacturing sector and play a critical role in securing our nation's defenses; and**

**Whereas, bankruptcies of sixteen (16) steel companies have pushed the steel industry to the brink of collapse; and**

**Whereas, in the past the United States steel industry was the most productive and cost effective in the world; and**

**Whereas, the destruction of the United States steel making capacity has cost thousands of jobs and economic hardships for retirees and their dependents; and**

**Whereas, the Cleveland Cliffs Iron Company and the mines of the Marquette Range of the Upper Peninsula of Michigan are directly threatened by the dumping of foreign steel in the domestic market; and**

**Whereas, the threat on the steel industry also impacts local manufacturers, employees and their dependents.**

**Now, therefore, be it resolved that the St. Clair County Board of Commissioners does hereby request that our Senators and Representatives in the State Legislature and in Congress, along with the administrations of Governor John Engler and President George W. Bush, thoroughly investigate the practice of steel dumping in the United States market and take the necessary actions to enforce our trade laws and eliminate the unfair and illegal assault on the steel industry, local manufacturers, employees, retirees and our communities.**

**DATED: September 26, 2001**

Reviewed and Approved as to Form by:

\_\_\_\_\_  
Gary A. Fletcher  
County Corporation Counsel  
522 Michigan  
Port Huron, MI 48060

*Quentin C. Gately*  
\_\_\_\_\_  
*Patrick Ager*  
\_\_\_\_\_  
*Stewart Ellery*  
\_\_\_\_\_

**Resolution 01-34  
Reduction in State Revenue Sharing**

**WHEREAS**, in accordance with the State Revenue Sharing Act (PA140 of 1971, as amended by PA342 of 1996), St. Clair County receives approximately \$3.4 million annually as a portion of the State distribution of Sales Tax Revenue to local units of government; and

**WHEREAS**, this revenue is incorporated in the County budget based on per Capita payments estimated by the State Department of Treasury in advance of the fiscal year, with actual receipts fluctuating in tandems with the State's economy; and

**WHEREAS**, based on the current economic downturn and the attendant reduction in Sales Tax receipts, the State Department of Treasury has downwardly revised estimated FY2002 Revenue Sharing payments three times this calendar year, from \$3.6 million in January to \$3.0 million in June, for a total reduction of 16.6% from the original estimate; and

**WHEREAS**, the County's FY2002 Budget Recommendations will include \$3.4 million to fund the preponderance of St. Clair County's discretionary services, including: Ambulance-EMS, Veteran's Counseling Services, Sheriff Road Patrol, Health Department, Prosecuting Attorney - Victim Rights Counseling Services, Co-operative Extension, Animal Control, Marine Patrol, Road Commission - Township match money, Marine Patrol - Dive Team, Parks and Recreation, Hazardous Materials Response Team and Library Services; and

**WHEREAS**, the State Legislature has within its discretion the ability to avoid the latest reduction in estimated Revenue Sharing distribution (7.8% or \$125 million) by appropriating funds from the State's Budget Stabilization Fund, which has a current balance of \$1.3 billion; and

**WHEREAS**, the express purpose of the Budget Stabilization Fund, otherwise known as the "Rainy Day" Fund, is to accumulate surplus funds during good economic times with the intent of using those funds to offset temporary reductions in revenues that are particularly sensitive to fluctuations in the economy, rather than decimate worthwhile government services that benefit our citizens and taxpayers.

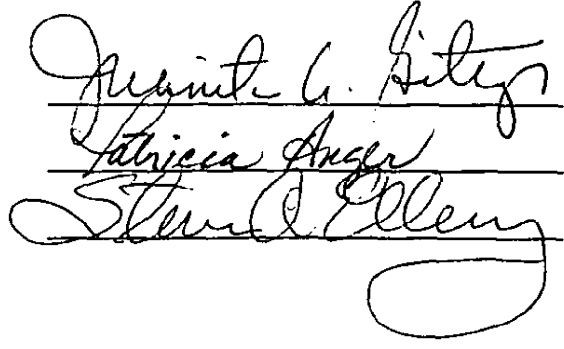
**NOW, THEREFORE, BE IT RESOLVED** that the St. Clair County Board of Commissioners acknowledges the potential budgetary impact of a reduction in State Revenue Sharing due to a reduction in Sales Tax collections and advocates that the State Legislature utilize a portion of the \$1.3 billion accumulated in the Budget Stabilization Fund, in accordance with its intended purpose of offsetting disruptions in revenue caused by temporary economic fluctuations, so as not to jeopardize worthwhile public services provided by local units of government.

**BE IT FURTHER RESOLVED** that the St. Clair County Clerk send copies of this resolution to be distributed to St. Clair County State legislative contingent and lobbyist, the Governor; all Michigan Counties, the Michigan Association of Counties and the Southeast Michigan Council of Governments, for their consideration during the concluding period of their budget deliberations.

**DATED: September 26, 2001**

Reviewed and Approved as to Form by:

\_\_\_\_\_  
Gary A. Fletcher  
County Corporation Counsel  
522 Michigan  
Port Huron, MI 48060

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RESOLUTION 01-33**

**ADOPTING COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE COUNTY OF ST. CLAIR COUNTY  
AND  
ST. CLAIR COUNTY SHERIFF DEPARTMENT  
EMPLOYEES ASSOCIATION -POAM**

**WHEREAS**, the St. Clair County Sheriff Department Employees - POAM 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's Department; and



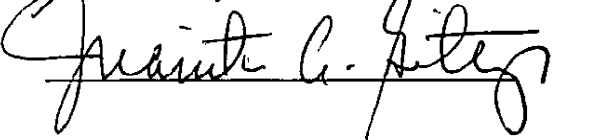
**WHEREAS**, the parties have collectively bargained mutually acceptable terms and conditions.

**NOW THEREFORE, BE IT RESOLVED**, that the Collective Bargaining Agreement (Attached Exhibit "A"), for the period July 1, 1999 through June 30, 2004 is hereby approved and adopted.

**Date: September 12, 2001**

Reviewed and Approved by:

  
\_\_\_\_\_  
GARY FLETCHER  
County Corporation Counsel  
522 Michigan Street  
Port Huron, MI 48060

  
\_\_\_\_\_  
  
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\_\_\_\_\_

**RESOLUTION NO. 01-32**

**2002 GENERAL OBLIGATION LIMITED TAX BONDS**

WHEREAS, the County of St. Clair, State of Michigan (the "County") intends to issue and sell general obligation limited tax bonds, pursuant to Act 34, Public Acts of Michigan, 2001 ("Act 34"), in an amount not to exceed Thirty Five Million Dollars (\$35,000,000) for the purpose of paying part or all of the cost of acquiring, constructing and equipping a jail and juvenile justice facility in the County, with all necessary appurtenances and attachments therefor (the "Project"); and

WHEREAS, a notice of intent to issue bonds must be published before the issuance of the aforesaid bonds in order to comply with the requirements of Section 517 of Act 34; and

WHEREAS, the County intends at this time to state its intention to be reimbursed from proceeds of the bonds for any expenditures undertaken by the County for the Project prior to issuance of the bonds; and

WHEREAS, prior to issuance of the bonds the County must either receive prior approval of such obligation from the Michigan Department of Treasury or receive an order of exception from prior approval.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The County Clerk is hereby authorized and directed to publish a notice of intent to issue bonds in the Times Herald, a newspaper of general circulation in the County.
2. Said notice of intent shall be published as a display advertisement not less than one-quarter (1/4) page in size in substantially the following form:

EXHIBIT 10 D

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

**NOTICE TO ELECTORS  
OF THE COUNTY OF ST. CLAIR  
OF INTENT TO ISSUE BONDS SECURED BY THE TAXING  
POWER OF THE COUNTY AND RIGHT OF REFERENDUM THEREON**

PLEASE TAKE NOTICE that the County Board of Commissioners of the County of St. Clair, Michigan, intends to issue and sell general obligation limited tax bonds, pursuant to Act 34, Public Acts of Michigan, 2001, in an amount not to exceed Thirty Five Million Dollars (\$35,000,000) for the purpose of paying part or all of the cost of acquiring, constructing and equipping a county jail and juvenile justice facility with all appurtenances and attachments therefor to serve the County.

**SOURCE OF PAYMENT OF BONDS**

THE PRINCIPAL AND INTEREST OF THE BONDS shall be payable from the general funds of the County lawfully available for such purposes including property taxes levied within applicable statutory and constitutional tax rate limitations.

**BOND DETAILS**

SAID BONDS will mature in annual installments not to exceed twenty-five years (25) in number, with interest rates to be determined at public or negotiated sale but in no event to exceed 8.00 per cent per annum on the unpaid balance from time to time remaining outstanding on said bonds. The bonds may be issued in one or more series as shall be determined by the County Board of Commissioners.

**RIGHT OF REFERENDUM**

THE BONDS WILL BE ISSUED WITHOUT A VOTE OF THE ELECTORS UNLESS A PETITION REQUESTING SUCH A VOTE SIGNED BY NOT LESS THAN 10%, OR 15,000, WHICHEVER IS LESS, OF THE REGISTERED ELECTORS OF THE COUNTY IS FILED WITH THE COUNTY CLERK WITHIN FORTY-FIVE (45) DAYS AFTER PUBLICATION OF THIS NOTICE. IF SUCH PETITION IS FILED, THE BONDS MAY NOT BE ISSUED WITHOUT AN APPROVING VOTE OF A MAJORITY OF THE QUALIFIED ELECTORS OF THE COUNTY VOTING THEREON.

THIS NOTICE is given pursuant to the requirements of Section 517, Act 34, Public Acts of Michigan, 2001.

\_\_\_\_\_  
Marilyn Dunn, County Clerk  
County of St. Clair

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

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

3. The County Board of Commissioners does hereby determine that the foregoing form of Notice of Intent to Issue Bonds and the manner of publication directed is the method best calculated to give notice to the County's taxpayers and electors of the County Board of Commissioners' intent to issue the bonds, the maximum amount of bonds to be issued, the purpose of the bonds, the source of payment of the bonds, and the right of referendum relating thereto, and the newspaper named for publication is hereby determined to reach the largest number of persons to whom the notice is directed.

4. The County Administrator or the County Treasurer each is hereby authorized to file a notice of intent to issue an obligation with the Michigan Department of Treasury and to pay the fee relating thereto.

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


- (a) As of the date hereof, the County reasonably expects to reimburse itself for the expenditures described in (b) below with proceeds of debt to be incurred by the County.
- (b) The expenditures described in this paragraph (b) are for the costs of acquiring and constructing the Project, which were or will be paid subsequent to sixty (60) days prior to the date hereof.
- (c) The maximum principal amount of debt expected to be issued for the Project, including issuance costs, is \$35,000,000.
- (d) A reimbursement allocation of the expenditures described in (b) above with the proceeds of the borrowing described herein will occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the Project is placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid. A reimbursement allocation is an allocation in writing that evidences the County's use of the proceeds of the debt to be issued for the Project to reimburse the County for a capital expenditure made pursuant to this resolution.
- (e) The expenditures described in (b) above are "capital expenditures" as defined in Treas. Reg. § 1.150-1(b), which are any costs of a type which are properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Treas. Reg. § 1.150-2(c)) under general Federal income tax principles (as determined at the time the expenditure is paid).



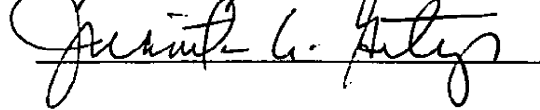
- (f) No proceeds of the borrowing paid to the County in reimbursement pursuant to this resolution will be used in a manner described in Treas. Reg. § 1.150-2(h) with respect to abusive uses of such proceeds, including, but not limited to, using funds corresponding to the proceeds of the borrowing in a manner that results in the creation of replacement proceeds (within Treas. Reg. § 1.148-1) within one year of the reimbursement allocation described in (d) above.

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

DATED: September 12, 2001

Reviewed and Approved as to form by:

  
 \_\_\_\_\_  
 Gary A. Fletcher  
 County Corporation Counsel  
 522 Michigan  
 Port Huron, MI 48060

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

DELIB:2258133.2\000000-00000

**RESOLUTION 01-31**

**Establishing Supervision and Management of  
St. Clair County Lands and Graphics and  
St. Clair County Law Library**

**Whereas**, the St. Clair County Lands and Graphics Department was previously under the supervision of the St. Clair County Administrator/Controller which the Board of Commissioners wishes to restore; and,

**Whereas**, the Board of Commissioners wishes to place the St. Clair County Law Library under the direction and supervision of the County Clerk/Registrar.

**NOW, THEREFORE, BE IT RESOLVED:**

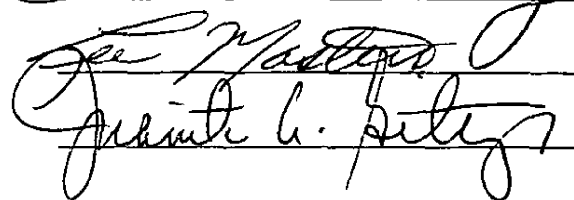
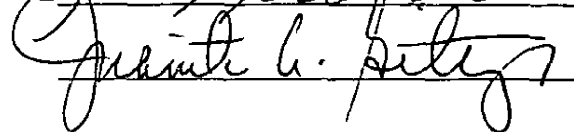
1. The St. Clair County Lands and Graphics Department is hereby placed under the supervision and management of the St. Clair County Administrator/Controller. The transfer of the supervisor and management of the St. Clair County Lands and Graphics Department is effective the date of the passage of this Resolution.
2. The St. Clair County Law Library is hereby placed under the direction and supervision of the St. Clair County Clerk/Registrar effective the date of the passage of this Resolution.

**DATED: September 12, 2001**

Reviewed and Approved by:



Gary A. Fletcher  
County Corporation Counsel  
522 Michigan Street  
Port Huron, Michigan 48060



**RESOLUTION 01-30  
Supporting Senate Bill 271**

**WHEREAS**, throughout the State of Michigan, more than 600,000 tons of road salt are used in a typical winter to melt snow and ice from roads, highways, and parking lots, and to facilitate safe travel; and

**WHEREAS**, the use of such high quantities of road salt severely impacts automobiles, roads, bridges, and highways, due to the natural corrosive effects of road salt; and

**WHEREAS**, there is also evidence and growing concern that the use of such quantities of road salt may be polluting the streams and lakes of Michigan, including the Great Lakes, may be contaminating ground water, and may be adversely affecting crops and agricultural products within the state; and

**WHEREAS**, Senator William Van Regenmorter has introduced SB 271 into the Michigan legislature, a bill intended to require studies of the environmental and economic impact of road salt and alternatives and replacements therefore, and to create a commission to conduct those studies and to make recommendations based thereon; and

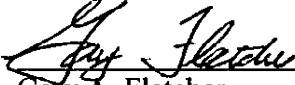
**WHEREAS**, the St. Clair County Board of Commissioners believes that the problems sought to be addressed by SB 271 are important environmental and economic concerns, which should be addressed by the Michigan legislature.

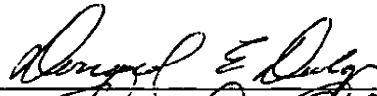
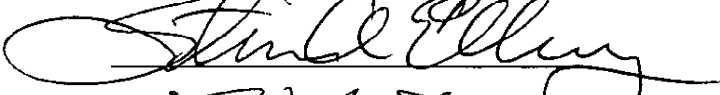
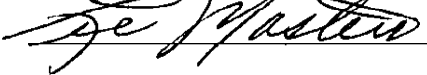
**NOW, THEREFORE, BE IT RESOLVED** that the St. Clair County Clerk be directed to send copies of this Resolution to Governor John Engler, area Legislators, State Senators, the St. Clair County Road Commission, the Michigan Association of Counties, and the County Clerks of all counties in the state of Michigan; and

**BE IT FURTHER RESOLVED** that all resolutions and parts of resolutions insofar as they conflict with this Resolution are hereby repealed.

DATED: August 22, 2001

Reviewed and Approved as to Form by:

  
\_\_\_\_\_  
Gary A. Fletcher  
County Corporation Counsel  
522 Michigan  
Port Huron, MI 48060

  
  
  
\_\_\_\_\_

**RESOLUTION 01-29**  
**Supporting Senate Bill 63**

**WHEREAS**, Senate Bill No. 63 was introduced to the Michigan State Senate on February 1, 2001; and

**WHEREAS**, the Bill proposes to increase statutory fees in the Register of Deeds Office for entering and recording a deed, mortgage, certified copy of an attachment, notice of the pendency of a suit and other instrument from \$5.00 to \$8.00 for the first page and from \$2.00 to \$3.00 for each additional and succeeding page; and

**WHEREAS**, these funds shall be deposited into a Register of Deeds Automation Fund which will be used through budgetary practices and by authorization set by the St. Clair County Board of Commissioners; and

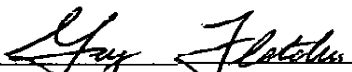
**WHEREAS**, the increase in fees will result in additional revenue to further maintain and make accessible Register of Deeds documents to the public of St. Clair County.


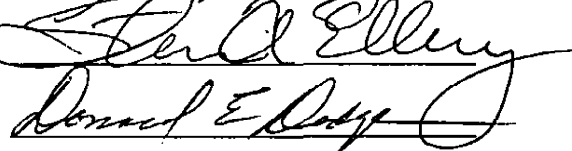
**NOW, THEREFORE, BE IT RESOLVED**, that the St. Clair County Board of Commissioners does hereby go on record in support of Senate Bill No. 63; and

**BE IT FURTHER RESOLVED**, that this resolution be distributed to each county in the State of Michigan, area Legislators, Senator, and the Michigan Association of Counties.

DATED: August 22, 2001

Reviewed and Approved as to Form by:

  
\_\_\_\_\_  
Gary A. Fletcher  
County Corporation Counsel  
522 Michigan  
Port Huron, MI 48060

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Donald E. Day

## Resolution 01-28

### Amending Resolution 00-47 Authorizing the Implementation of Solid Waste Flow Control Measures

**Whereas**, to clarify minimum prices as established by Board of Commissioners' Resolution 00-47, specifically, "A minimum of three (3) tons for any 30 yard commercial 'Roll Off' container" shall be amended as follows:

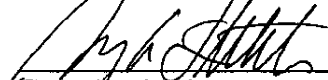
A minimum of one tone will be charged for any vehicle hauling waste, up to 10 cubic yards in capacity. Furthermore, this minimum will increase in proportion to the increase in capacity of the transport vehicle at the rate of .1 ton per cubic yard of vehicle payload capacity (e.g., .1 ton x 30 yards = 3 tons).

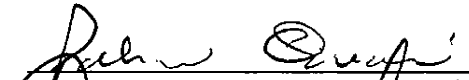
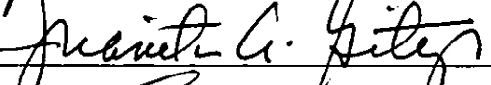

**Whereas**, this minimum will not apply to residents transporting waste material from their personal residence or waste materials which may require special handling or waste materials meeting the definition of special waste.

**Now, Therefore, be it resolved** that Resolution 01-28 Amending Resolution 00-47 Authorizing the Implementation of Solid Waste Flow Control Measures is adopted and All Resolutions and parts of Resolutions in conflict with this Resolution are to the extent of the conflict, hereby rescinded.

**DATED: August 8, 2001**

Reviewed and Approved by:

  
\_\_\_\_\_  
Gary A. Fletcher  
County Corporation Counsel  
522 Michigan  
Port Huron, MI 48060

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**RESOLUTION 01-27**

**ADOPTING COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
PROBATE COURT,  
31ST. JUDICIAL CIRCUIT COURT, FAMILY DIVISION,  
THE COUNTY OF ST. CLAIR COUNTY  
AND  
PROBATE COURT CLERICAL EMPLOYEES ASSOCIATION  
TPOAM**

WHEREAS, the Probate Court Clerical Employees Association is recognized by the Michigan Employment Relations Commission, the Probate Court, the 31st Judicial Circuit Court, and the County of St. Clair as the exclusive representative of certain employees of the Probate Court and 31st Judicial Circuit Court Family Division and,

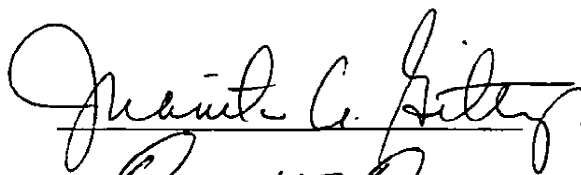

WHEREAS, the parties have collectively bargained mutually acceptable terms and conditions;

NOW THEREFORE, BE IT RESOLVED, that the Collective Bargaining Agreement (Attached Exhibit "A"), for the period July 1, 2001 through June 30, 2003 is hereby approved and adopted.

Date July 25, 2001

Reviewed and Approved by:

  
\_\_\_\_\_  
GARY FLETCHER  
County Corporation Counsel  
522 Michigan Street  
Port Huron, MI 48060

  
\_\_\_\_\_  
  
\_\_\_\_\_

**Resolution 01-26**

**Approving AAA 1-B FY2002 Annual Implementation Plan**

**WHEREAS**, the Area Agency on Aging 1-B (AAA 1-B) has been supporting services to St. Clair County residents since 1974; and

**WHEREAS**, the AAA 1-B has assessed the needs of older county residents and developed a plan to provide assistance that addresses identified needs; and

**WHEREAS**, the proposed plans have been submitted for review by the public, and have been subjected to a public hearing; and

**WHEREAS**, the comments at the public hearings on the proposed plans were mostly favorable, and constructive changes in the Plan were made as a result of some comments; and

**WHEREAS**, the St. Clair County Board of Commissioners appoints two representatives to the AAA 1-B Board of Directors, a County Commissioner and a county resident who is at least 60 years of age; and

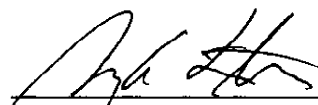
**WHEREAS**, the Michigan Office of Services requires that county Boards of Commissioners be given the opportunity to review and approve an area agency on aging multi-year area plans and annual implementation plans; and


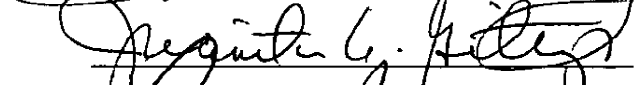

**WHEREAS**, the St. Clair County Board of Commissioners has already taken action to approve the AAA 1-B Multi-Year Area Plan for FY 2001-2003, and the FY 2002 Annual Implementation Plan represents an annual update to the approved three-year Area Plan.

**THEREFORE, BE IT RESOLVED**, that the St. Clair County Board of Commissioners hereby approves the FY 2002 Annual Implementation Plan of the AAA 1-B, for the purposes of conveying such support to the AAA 1-B and the Michigan Office of Services to the Aging.

**Dated: July 11, 2001**

Reviewed and Approved as to Form by:

  
\_\_\_\_\_  
Gary A. Fletcher  
County Corporation Counsel  
522 Michigan Street  
Port Huron, MI 48060

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
Patricia A. Miller

**Resolution 01-25**

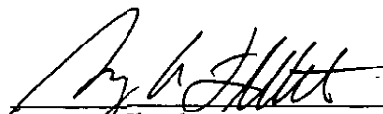
**Adoption of Jail/Juvenile Project Labor Agreements**

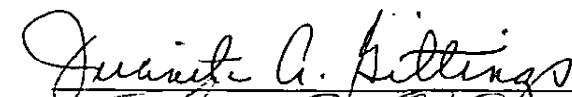

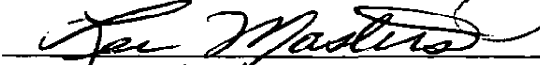


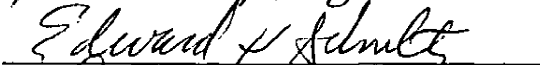
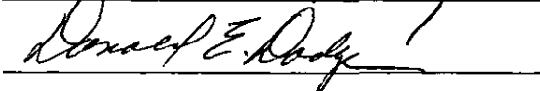
**WHEREAS**, St. Clair County has determined that it is in the best interest of the County and its residents to have in effect a Project Labor Agreement pertaining to the proposed St. Clair County Jail/Juvenile Center Project which will enable the County to meet construction time schedules, ensure completion of the project by highly qualified and trained workers, ensure the project will meet the highest standards of safety and quality and to ensure there will be no disruptions to the work process;

**NOW, THEREFORE, BE IT RESOLVED** the attached resolution concerning adoption of a project labor agreement for the St. Clair County Jail/Juvenile Center Project is approved and shall be included in the bid documents for the project such that the general contractor or construction manager will be aware that a project agreement is a requirement of the contract for the project.

Dated: June 27, 2001

Reviewed and Approved as to Form by:

  
\_\_\_\_\_  
Gary A. Fletcher  
County Corporation Counsel  
522 Michigan Street  
Port Huron, MI 48060

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
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\_\_\_\_\_

ST. CLAIR COUNTY RESOLUTION  
CONCERNING ADOPTION OF PROJECT LABOR AGREEMENT  
FOR SPECIFIC PROJECT

WHEREAS, St. Clair County finds that project labor agreements with unions representing experienced and skilled construction workers have generally proven to be of economic benefit to property owners, including states and their subdivisions and state and local governmental agencies, for their major construction, alteration or repair projects, particularly those which extend for a substantial period of time, involve a substantial number of contractors and subcontractors and/or a substantial number of trades and craft workers, and have a substantial dollar value, and/or are designed to meet the needs or special circumstances of a specific project; and

WHEREAS, the project labor agreement with such unions facilitate the timely and efficient completion of such projects by:

- (a) making available a ready and adequate supply of highly trained and skilled craft workers;
- (b) permitting public owners and contractors to accurately determine project labor costs at the outset and to establish working conditions for all construction crafts for the duration of the project;
- (c) allowing for the negotiation of specialized terms and conditions which, because of the particular circumstances relating to a specific project, may be required for the effective construction of the project;
- (d) providing a negotiated commitment which is a legally enforceable means of assuring labor stability and labor peace over the life of the project; and
- (e) [when necessary] facilitating equal employment opportunities on the project for minorities and/or women; and

WHEREAS, in view of the benefits described above, the use of such project labor agreements generally results in cost savings for the

construction of the project; and

WHEREAS, the development of the \_\_\_\_\_  
[specify name of project or development]

at the earliest possible date is critical to the interests of the public and St. Clair County in order to fulfill the [refer here to the general or specific, if possible -- transportation, commercial or community development, environmental, safety, etc.] purpose of the project; and

WHEREAS St. Clair County finds the use of such a project labor agreement for construction of the \_\_\_\_\_ is in the  
[name of project]

necessary and best interests of the public and St. Clair County in order to meet the construction time schedules for the project, to ensure that the project will be completed with highly qualified workers, to ensure that the project will meet the highest standards of safety and quality, to ensure that there are peaceful, orderly, and mutually binding procedures for resolving labor issues, to avoid labor disputes or conflicts, and to promote overall stability throughout the duration of the project by providing legally enforceable guarantees that the project will be carried out in an orderly and timely manner without strikes, lockouts, or slowdowns, all of which allow St. Clair County to more accurately predict the cost, and to reduce the cost, of the \_\_\_\_\_ project;

NOW, THEREFORE, BE IT RESOLVED by St. Clair County that:

1. For all of the foregoing reasons, St. Clair County designates \_\_\_\_\_ as its  
[name of construction firm]  
\_\_\_\_\_ [general contractor, project contractor, project manager, etc.] for the \_\_\_\_\_ project.
2. \_\_\_\_\_ [general contractor or project/construction manager] is authorized and directed to



negotiate a mutually acceptable project labor agreement with an appropriate union, group of unions or trades council, containing the following minimum requirements:

- (a) All contractors and subcontractors on the project shall agree to abide by the terms and conditions of the project labor agreement for this project;
- (b) There shall be no strikes, slowdowns or picketing, and no lockouts, during the project;
- (c) Unresolved disputes relating to terms of the project labor agreements, and jurisdictional disputes, shall be resolved by binding arbitration and shall be subject to the terms of paragraph 2(b); and
- (d) [Where required by law]: Construction subcontracting shall conform to the goals for minority business enterprise and women business enterprise subcontractor participation in construction projects established [by applicable provision of state or local law].

3. \_\_\_\_\_, shall,  
 [general contractor or project/construction manager]  
 upon the successful negotiation of said project labor agreement, submit that agreement to this agency for its review and approval.

4. The project labor agreement, if approved, including the requirements that all successful bidders, and any and all levels of subcontractors, as a condition of being awarded a contract or subcontract, will agree to abide by the terms of said project labor agreement by and between \_\_\_\_\_

\_\_\_\_\_  
 [name of general contractor or project/construction manager]  
 on behalf of St. Clair County and the Greater Detroit Building and Construction Trades Council and will be bound by the provisions of

that agreement with respect to the performance of all work on this project, in the same manner as any other provision of the contract, shall be made a part of the bid specifications for the project.

Adopted \_\_\_\_\_, 1996

\_\_\_\_\_  
[Name of St. Clair County official]

Attest:

RESOLUTION AUTHORIZING BOARD OF COUNTY ROAD COMMISSIONERS TO ISSUE NOTES

Board of Commissioners  
County of St. Clair, State of Michigan  
RESOLUTION 01-24

Minutes of a regular meeting of the Board of Commissioners of the County of St. Clair, State of Michigan, held in the Clyde Twp Hall of the County Office Building on the 27th day of June, 2001, at 6:00 p.m., Eastern Daylight Time.

PRESENT: Commissioners Anger, Dodge, Ellery, Gittings, Schultz,  
and Quain

ABSENT: Commissioners Masters

The following preamble and resolution were offered by Commissioner Anger and supported by Commissioner Schultz:

WHEREAS, the Board of County Road Commissioners of the County of St. Clair, County of St. Clair, State of Michigan (the "Road Commission"), intends to authorize the issuance and sale of its Michigan Transportation Fund Notes (the "Notes"), pursuant to Act 143, Public Acts of Michigan, 1943, as amended, in an amount not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000), in anticipation of and for the payment of which shall be pledged future revenues derived from State-collected taxes returned to the County of St. Clair (the "County") for County road purposes pursuant to law, for the purpose of defraying part of the cost of construction, improvement, maintenance and repair of certain highways in the County more particularly described on Exhibit A attached hereto and made a part hereof, and such other or different projects as the Road Commission may identify at the time the Notes are authorized to be issued; and

WHEREAS, pursuant to Section 1 of Act 143, the County Board of Commissioners must authorize the maximum amount of the Notes to be issued by the Road Commission before the Notes may be authorized by the Road Commission; and

WHEREAS, the Road Commission, by resolution, has requested the authorization of the County Board of Commissioners to issue the Notes.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board of County Road Commissioners of the County of St. Clair is hereby authorized to borrow the principal amount of not to exceed \$2,500,000 and to issue its Notes therefor, to provide funds for the purposes described in the preamble to the resolution, all pursuant to Act 143. The interest rate shall not exceed the maximum rate of interest permitted by law at the time of sale and there shall be pledged for the payment of such Notes future revenues

derived from state collected taxes returned to the County for County road purposes pursuant to law. The full faith and credit of the County shall not be pledged for payment of such Notes.

2. The County Treasurer, the County Clerk and the County Administrator/Controller each is hereby authorized to execute any and all agreements, certificates and documents necessary to effectuate issuance of the Notes.

3. The County Treasurer is hereby authorized and directed to set aside each year in a separate fund from the State-collected taxes returned to the County for County road purposes pursuant to law monies which have not been theretofore specifically allocated for other purposes an amount sufficient for the payment of the principal of and interest on the Notes coming due within the next year.

4. The Board of Commissioners on behalf of the County hereby covenants that, to the extent permitted by law, it shall take all actions within its control necessary to maintain the exemption of the interest on the Notes from general federal income taxation (as opposed to alternative minimum or other indirect taxation) under the Internal Revenue Code of 1986, as amended (the "Code"), including but not limited to, actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of proceeds of the Notes and monies deemed to be proceeds of the Notes.

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

AYES: Commissioners Anger, Dodge, Ellery, Gittings, Schultz,  
and Quain.

ABSENT: Commissioner Masters

NAYS: Commissioners \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

Marilyn Duro  
County Clerk

EXHIBIT A

The Projects shall consist of:

at the following locations:

000000

I hereby certify that the attached is a true and complete copy of a resolution adopted by the Board of Commissioners of the County of St. Clair, State of Michigan, at a regular meeting held on the 27th day of June, 2001, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that minutes of the meeting were kept and will be or have been made available as required by said Act.

---

County Clerk

DELIB:2239784.1\111707-00001

**ST. CLAIR COUNTY INTERNATIONAL AIRPORT  
AIRPORT PAVEMENT MARKING**

EXTRACT FROM THE MINUTES OF A BOARD OF COMMISSIONERS MEETING  
OF THE ST. CLAIR COUNTY BOARD OF COMMISSIONERS AT PORT HURON,  
MICHIGAN HELD ON JUNE 13, 2001.

The following Resolution was introduced, read in full, considered and adopted:

**RESOLUTION 01-23**

WHEREAS ON JUNE 13,2001, RESOLUTION ADOPTING THE EXECUTION OF  
THE SPONSOR CONTRACT 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 CONTRACT NO. 2001-0580.


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

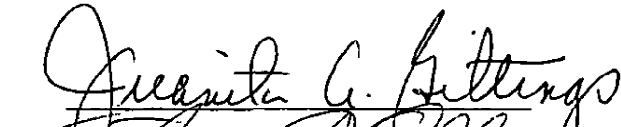
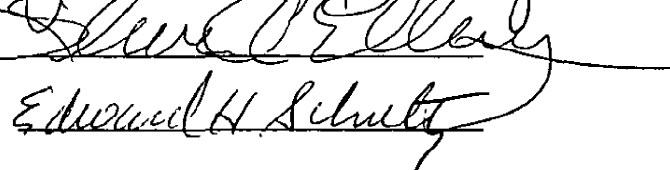
Section I. That the St. Clair County Board of Commissioners shall enter into a Sponsor  
Contract for development of the St. Clair County International Airport, and such Sponsor  
Contract shall be as set for herein below:

Section II. That the Chairperson of the St. Clair County Board of Commissioners is  
hereby authorized and directed to execute said Sponsor Contract 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 Sponsor Contract referred to herein below shall be as attached:

Reviewed and approved as to form by:

  
\_\_\_\_\_  
Gary A. Fletcher  
County Corporate Counsel  
522 Michigan Avenue  
Port Huron, Michigan 48060

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Edward H. Schultz

**RESOLUTION 01-22**  
Supporting the Anchor Recycling Inc. project

**WHEREAS**, the blighted condition of the property in the Charter Township of Port Huron at the corner of 28<sup>th</sup> Street and Goulden Street, currently occupied by Anchor Recycling, Inc., has been a concern of the St. Clair County Board of Commissioners for a number of years; and

**WHEREAS**, the owners of Anchor Recycling, Inc., in conjunction with the Charter Township of Port Huron and the State of Michigan, are attempting to clean up this property and conditions they inherited when they acquired the company from its previous owner; and

**WHEREAS**, this project would include cleaning up the piles of junk and debris on the property, demolishing the existing building that is in disrepair and construction a new 50,000 square foot building that would enclose most of their recycling operations and modernizing and upgrading the existing rail siding along 32<sup>nd</sup> Street; and

**WHEREAS**, the project would include approximately \$1,000,000 in new investment and the creation of approximately 20 new jobs; and


**WHEREAS**, this project is seeking assistance from the Michigan Department of Environmental Quality for a Clean Michigan Initiative (CMI) Grant to assist in the clean up and a Freight Economic Development Grant from the Michigan Department of Transportation to help with the cost of improving the rail siding; and

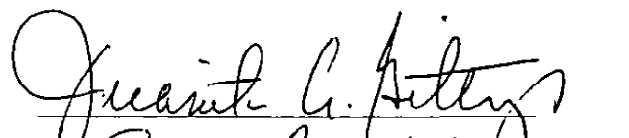
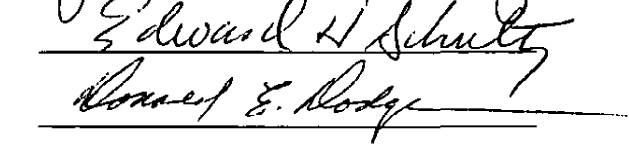
**WHEREAS**, Anchor Recycling, in cooperation with the Charter Township of Port Huron, would also use Brownfield Tax Increment financing and other resources to complete the project.

**NOW, THEREFORE, BE IT RESOLVED** that the St. Clair County Board of Commissioners hereby supports the Anchor Recycling, Inc., project and encourages the Michigan Department of Environmental Quality and the Michigan Department of Transportation to approve their grant requests to assist in the clean up of the property at the corner of 28<sup>th</sup> and Goulden Streets and activities to induce new jobs and investment at this location.

DATED: June 13, 2001

Reviewed and Approved as to Form by:

  
Gary A. Fletcher  
County Corporation Counsel  
522 Michigan  
Port Huron, MI 48060



**RESOLUTION 01- 21**

**RESOLUTION RELATIVE TO SALE BY SHERIFF OF UNCLAIMED STOLEN  
PROPERTY**

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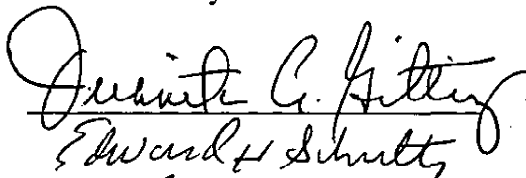
**WHEREAS**, the Sheriff of St. Clair County has in his possession the recovered stolen property described in Exhibit "A" attached hereto, and said property has remained unclaimed for more than six (6) months since its recovery; and

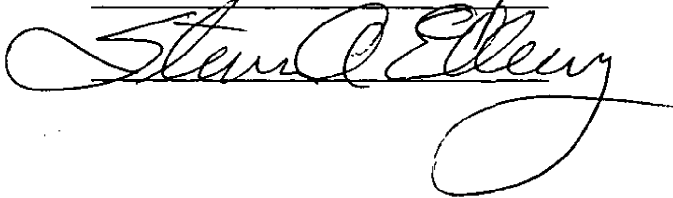
**WHEREAS**, Act. No 54 of the Public Acts of 1959 requires the Sheriff to request authority from the Board of Commissioners to dispose of the unclaimed recovered stolen property at a public sale to be held by the Sheriff upon five (5) days notice thereof, having been published in a newspaper of general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


**NOW, THEREFORE, BE IT RESOLVED:**

1. That Dan Lane, Sheriff of St. Clair County, Michigan, may be and he is hereby authorized and directed to conduct a public sale for the purpose of selling the unclaimed stolen property described in Exhibit "A", attached hereto and made part hereof by reference;
2. That the said Sheriff is hereby directed to published a notice of said sale in a newspaper of general circulation in the County of St. Clair at least five (5) days before said sale, and that said notice shall describe the property described in Exhibit "A" and shall state the time and place of such public sale at which the property may be purchased by the highest bidder; and
3. That the said Sheriff shall conduct such public sale and shall deposit the proceeds of the sale, after deducting the cost of the sale, together with any other money included in the notice, with the County Treasurer to the credit of the County General Fund.

Dated: \_\_\_\_\_, 2001

  
Edward H. Schmitt

  
Steve O'Elroy

  
Gary A. Fletcher  
County Corporation Counsel  
522 Michigan  
Port Huron, Michigan 48060

**2001  
AUCTION  
St. Clair County Sheriff Department**

<u>TAG</u>	<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>VEHICLE I.D. NO.</u>	<u>MILES</u>
0249	1999	FORD	CROWN VICTORIA	2FAFP71W4XX181137	103,616
0254	1996	FORD	CROWN VICTORIA	2FALP71W3TX148689	125,681
0251	1996	FORD	CROWN VICTORIA	2FALP71W8TX148686	134,219
0248	1998	FORD	CROWN VICTORIA	2FAFP71W9WX147418	105,143
0255	1998	FORD	CROWN VICTORIA	2FAFP71W7WX147420	98,178
0250	1998	FORD	CROWN VICTORIA	2FAFP71W7WX147417	100,815
0257	1994	GMC	RALLY WAGON	1GJFG35K7RF531717	193,794
0258		FORD	EXPLORER	IFMZU34X4WUB36021	120,889

## SHERIFF DEPARTMENT

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>GENERAL FUND</u>
#001	Carhart coat, black, size 52	YES
#002	Gold Colored Ring	YES
#003	Kidder Air Force Red Line Phantom Knee-board	YES
#004	Caravelle by Bullova gold/silver colored ladies watch	YES
#005	Girl's Mountain bike, 18 speed, purple Magna	YES
#006	Fugitive 20" BMX dark blue & silver bike, model 18535-27	YES
#007	BMX style bike Dyno, red	YES
#008	Thruster, silver & red FSP 300 Style Pro	YES
#009	26" Roadmaster High Velocity 15 speed bike, teal	YES
#010	Huffy Alumina 8500 men's bike	YES
#011	1996 Yamaha 4-wheeler, blue, child size	YES
#012	Bear "Whitetail Hunter" compound bow	YES
#013	Large "Boss" green denim jacket	YES
#014	Large maroon Carhart jacket	YES
#015	Large black leather car coat	YES
#016	Action TV	YES
#017	Lindsey Sinclair candle holder	YES
#018	Eveready "Sport Gear" flashlight	YES
#019	Philips/Magnavox CD/Cassette/Radio	YES
#020	UMAX Astra 600S computer scanner/needs repair	YES
#021	JBL GTQ200 4/3/2 channel power amplifier	YES
#022	Multiple Miscellaneous CD's	YES

**Copy**

#023	Miscellaneous tools and items	YES
#024	Sony Walkman FM/AM with headset	YES
#025	Toshiba VCR HiFi stereo	YES
#026	Mitsubishi cellular phone	YES
#027	Technophone cellular bag phone	YES
#028	Polaroid Sun 600 camera & film	YES
#029	Polaroid 101 camera	YES
#030	Craftsman Skilsaw with case	YES
#031	Craftsman Weedwacker, 18" trimmer	YES
#032	Coleman 426D camp stove	YES
#033	Wood with glass door jewelry case	YES
#034	Video Camera Tripod with carrying case	YES
#035	Eveready Nickel-Cadmium battery charger	YES
#036	Fossil blue men's watch	YES
#037	Adventurer blue tackle box	YES
#038	Miscellaneous costume jewelry	YES
#039	Black duffel bag	YES

AUCT2001

## RESOLUTION 01-20

### Opposition to Oil & Gas Drilling Under the Great Lakes

WHEREAS, the quality of life in St. Clair County is defined by its unique natural resources which include Lake Huron, Lake St. Clair and the St. Clair River; and

WHEREAS, the St. Clair County Board of Commissioners established water quality and water preservation as a top priority in the long-range County Master Plan; and

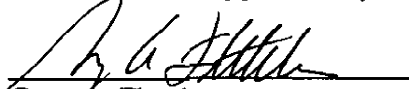
WHEREAS, the Great Lakes contains 20% of the world's freshwater and more than 33 million people reside in the Great Lakes Basin; and

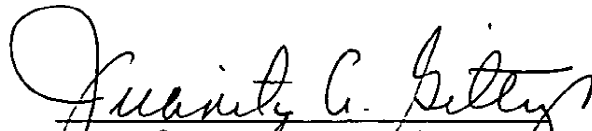


WHEREAS, the Great Lakes are an irreplaceable resource that must be protected by today's generation to ensure that future generations will also have access to the world's most abundant freshwater lake system; and

WHEREAS, the proposed lifting of the ban on drilling for gas and oil under the Great Lakes poses potential environmental hazzards that simply outweigh any short-term economic benefit; and

THEREFORE BE IT RESOLVED, that the St. Clair County Board of Commissioners hereby adopts Resolution 01-20 which states the Board's unequivocal opposition to the lifting of the ban on drilling for gas and oil under the Great Lakes. This action was taken at its regular Board meeting on May 9, 2001.

Reviewed and Approved by:

  
\_\_\_\_\_  
Gary A. Fletcher  
County Corporation Counsel  
522 Michigan  
Port Huron, MI 48060

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**ST. CLAIR COUNTY INTERNATIONAL AIRPORT  
REHABILITATION OF THE TERMINAL APRON AND ACQUISITION OF THE  
ORZEL PROPRTY**

EXTRACT FROM THE MINUTES OF A BOARD OF COMMISSIONERS MEETING  
OF THE ST. CLAIR COUNTY BOARD OF COMMISSIONERS AT PORT HURON,  
MICHIGAN HELD ON MAY 9, 2001.

The following Resolution was introduced, read in full, considered and adopted:

**RESOLUTION 01-19**

WHEREAS ON MAY 9,2001, RESOLUTION ADOPTING THE EXECUTION OF  
THE SPONSOR CONTRACT 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 CONTRACT NO. 2001-0429.


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

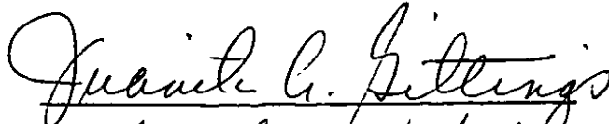
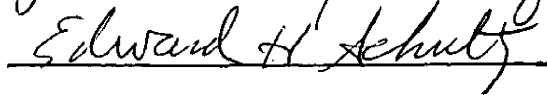

Section I. That the St. Clair County Board of Commissioners shall enter into a Sponsor  
Contract for development of the St. Clair County International Airport, and such Sponsor  
Contract shall be as set for herein below:

Section II. That the Chairperson of the St. Clair County Board of Commissioners is  
hereby authorized and directed to execute said Sponsor Contract 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 Sponsor Contract referred to herein below shall be as attached:

Reviewed and approved as to form by:

  
Gary A. Fletcher  
County Corporation Counsel  
522 Michigan Avenue  
Port Huron, Michigan 48060

**Resolution 01-18**

**Supporting the Mill Creek River Restoration Project**

**Whereas,** Based on the Resolution received from the Townships and the City of Yale, it appears that the majority of people are satisfied with the progress of the River Restoration Project on Mill Creek; and

**Whereas,** The full scale dredging of Mill Creek was estimated in 1998 to cost \$4,000,000.00 which does not include the possibility of replacement of any bridges and also does not include any interest or down stream mitigation; and

**Whereas,** Townships would be forced to take funds from other priorities to pay for a full scale dredging that we do not feel is necessary as the River Restoration Project is working; and

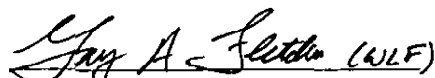
**Whereas,** The River Restoration Project has improved the drainage to serve the needs of the Petition with adequate relief; and

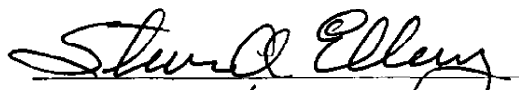
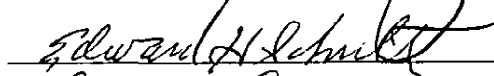
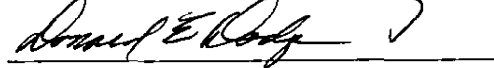
**Whereas,** The townships realize a need to do more work on Mill Creek and there may be put in place a continually funded maintenance program.

**Now, Therefore, be it Resolved** that the St. Clair County Board of Commissioners does support the River Restoration Project and that the County will not pledge full faith and credit for the full scale dredging of Mill Creek.

DATED: April 18, 2001

Reviewed and Approved by:

  
\_\_\_\_\_  
Gary A. Fletcher  
County Corporation Counsel  
522 Michigan  
Port Huron, MI 48060

  
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\_\_\_\_\_

**RESOLUTION 01-17**

**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 4<sup>th</sup> day of May, 2001, through provisions of a Circuit Court decree, which offered, said lands sold for taxes at the Office of the St Clair County Treasurer at the 2001 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 1332 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 2000, withhold from said sale any lands within its boundaries for the benefit of former owners; and

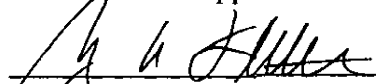
**WHEREAS**, it is deemed advantageous to have all information related to the redemption of lands under the provisions of said Section 131c and 131e available at one office and payment of said taxes arranged at that office.

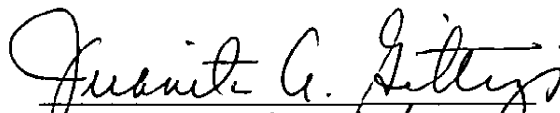


**NOW, THEREFORE, BE IT RESOLVED:**

1. That all lands in St Clair County which reverted to the State on May 5, 2000, 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 the 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 9, 2001**

Reviewed and Approved as to Form by:

  
 \_\_\_\_\_  
 Gary A. Fletcher  
 County Corporation Counsel  
 522 Michigan  
 Port Huron, Michigan

  
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**RESOLUTION 01-16**

Resolution of Support and Commitment for  
Road Commission & Drain Commissioner's Office  
JOINT APPLICATION FOR NACo/ESRI TECHNOLOGY FOUNDATION  
**INTRODUCTORY LEVEL GRANT APPLICATION**

**WHEREAS**, the Office of County Drain Commissioner and the Road Commission of St. Clair County have agreed to jointly apply for an Introductory Level Grant being offered by the National Association of Counties and ESRI, Inc.; and

**WHEREAS**, the collaborative efforts of these two agencies in the development of Geographic Information Systems (GIS) technology for their respective agencies will reduce redundancies, improve efficiencies and provide better services for the citizens of St. Clair County and its 23 townships; and

**WHEREAS**, the above named county agencies have demonstrated a commitment to the innovative application and sharing of technology for their mutual benefit as well as the beneficial use of other local and state agencies and/or departments; and

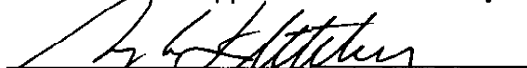
**WHEREAS**, staff from Road Commission and Drain Commissioner's Office are committed to developing and implementing GIS technology and implementing standards for geographic data in order to better perform their duties and meet responsibilities while concurrently assisting other local agencies to do the same;

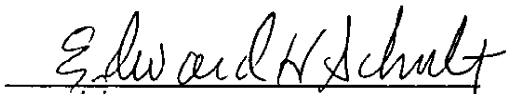

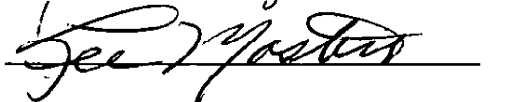
**NOW, THEREFORE, BE IT RESOLVED, THAT:** The St. Clair County Board of Commissioners does hereby pledge its support and commitment to the joint application of the St. Clair County Drain Commissioner's Office and the St. Clair County Road Commission: and

**BE IT FURTHER RESOLVED THAT:** the County Administrator is hereby authorized and directed to sign a joint letter of support and commitment for the purpose of the grant application, said letter being jointly authored and signed by the County Administrator and the St. Clair County Road Commission's Executive Director.

Dated: March 28, 2001

Reviewed and Approved as to Form by:

  
\_\_\_\_\_  
Gary A. Fletcher  
County Corporation Counsel  
522 Michigan  
Port Huron, MI 48060

  
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\_\_\_\_\_

RESOLUTION 01-15

**RESOLUTION AUTHORIZING  
COUNTY OF ST. CLAIR WATER SUPPLY SYSTEM NO. II-A  
(CLAY TOWNSHIP) (HARSENS ISLAND) BONDS, SERIES 2001  
(LIMITED TAX GENERAL OBLIGATION)**

Minutes of a regular meeting of the Board of Commissioners of the County of St. Clair, Michigan held in said County on the 28th day of March, 2001, at 6:00 o'clock p. m., Eastern Standard Time.

PRESENT: Commissioners Anger, Dodge, Ellery, Masters, and Schultz

ABSENT: Commissioners Quain and Gittings

The following preamble and resolution were offered by Commissioner Dodge and supported by Commissioner Anger:

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 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 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 previously established the St. Clair County Water Supply System No. II-A (Clay Township) (the "System"); and

WHEREAS, the County, by and through the Board of Public Works (the "Board" or the "Board of Public Works"), and the Township of Clay, located in the County of St. Clair, State of Michigan (the "Local Unit"), have entered into a contract (the "Contract") for the acquisition, construction and financing of improvements to the System in the form of water line extensions and related fixtures, equipment and sites therefor (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 and the Local Unit legislative body and has been fully executed by the Local Unit; and

WHEREAS, the Contract must be duly approved by resolution of the County Board of Commissioners and then executed by the Board of Public Works; and

WHEREAS, plans, specifications and estimates of cost of each aspect of the Project have been prepared by BMJ Engineers and Surveyors, Inc., engineers of Port Huron, Michigan (the "Engineers"), and have been duly approved by the Board of Public Works; and

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WHEREAS, under the provisions of the Contract, the Local Unit has obligated itself to pay the cost of the 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 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 that the Local Unit has in the Contract obligated itself 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 series of 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 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 OF ST. CLAIR, 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. The County Clerk is authorized and directed to transmit such approval to the Board of Public Works. The Chairman and the 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 total estimated cost of acquiring and constructing the Project, including payment of incidental expenses as specified in Section 5 of this resolution, in the amount of \$6,866,735 is hereby approved and confirmed.

4. The estimated period of usefulness of the Project is determined to be twenty (20) years.

5. 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 not to exceed Six Million One Hundred Seventy-Five Thousand Dollars (\$6,175,000), 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."

6. The bonds shall be designated ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. II-A (CLAY TOWNSHIP) (HARSENS ISLAND) BONDS, SERIES 2001 (LIMITED TAX GENERAL OBLIGATION), the principal of and interest thereon to be payable primarily out of the Contractual Payments required to be paid by the Local Unit pursuant to the Contract. Said bonds shall be registered as to principal and interest of the denomination of \$5,000 or multiples of \$5,000 up to the amount of a single maturity, numbered consecutively in order of authentication from 1 upwards, dated as of May 1,

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2001, callable prior to maturity as hereinafter provided, and shall be payable annually on October 1 as follows:

<u>Year</u>	<u>Principal</u>	<u>Year</u>	<u>Principal</u>
2002	\$325,000	2012	\$325,000
2003	325,000	2013	325,000
2004	325,000	2014	325,000
2005	325,000	2015	325,000
2006	325,000	2016	325,000
2007	325,000	2017	325,000
2008	325,000	2018	325,000
2009	325,000	2019	325,000
2010	325,000	2020	325,000
2011	325,000		

The bonds bear interest at a rate or rates determined on sale thereof, not exceeding seven percent (7%) per annum, payable on October 1, 2001, and semiannually thereafter, by check drawn on the Paying Agent (hereafter defined) 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 Paying 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 may be changed by the County to conform to market practice in the future. The principal of the bonds shall be payable at a bank or trust company qualified to act as paying agent, transfer agent and bond registrar and designated by the Board of Public Works in the notice of sale of the Bonds as published (the "Paying Agent"), as paying agent and the Board of Public Works and the County Treasurer each 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 County, through the Board of Public Works, may designate another qualified institution to serve as paying agent, transfer agent and bond register at any time by notice mailed to registered owners of the Bonds not less than sixty (60) days prior to an interest payment date.

The bonds are subject to redemption prior to maturity as provided in the form of the bonds set forth in Section 12 of this Resolution. The bonds may not be sold at a price that is less than 98.75% of the principal amount of the bonds.

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

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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.

7. 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 Secretary 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 Paying 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 Paying 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.

8. 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.

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 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.

In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional redemption, the principal of, premium, if any, and interest on the bonds, shall be deposited in trust, this resolution shall be defeased and the owners of the bonds shall have no further rights under this resolution except to receive payment of the principal of, premium, if any, and interest on the bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange bonds as provided in this resolution.

10. It shall be the duty of the Board or the County Treasurer, 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 or the County to be designated DEBT RETIREMENT FUND - ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. II-A (CLAY TOWNSHIP) (HARSENS ISLAND) BONDS, SERIES 2001, sometimes referred to as the "Debt Retirement Fund," into which account shall be deposited 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 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 bonds, 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 Account as provided in the Contract, which investments may be in obligations other than those of the depository bank or trust company.

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 as agency of the County, and the provisions in the Contract relative to such operation, maintenance and administration are hereby recognized, approved and confirmed.

12. Said bonds shall be in substantially the following form:

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NO. \_\_\_\_

UNITED STATES OF AMERICA  
STATE OF MICHIGAN

COUNTY OF ST. CLAIR

ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. II-A  
(CLAY TOWNSHIP) (HARSENS ISLAND) BOND, SERIES 2001  
(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>
	_____ 1, 200__	_____ 1, 2001	

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 \_\_\_\_\_ 1, 2001, and semiannually thereafter. Principal of this bond is payable at the corporate trust office of \_\_\_\_\_, \_\_\_\_\_, 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 Clay, located in the County of St. Clair, State of Michigan (the "Local Unit"), to the Board of Public Works, acting for and on behalf of the Issuer, pursuant to a certain contract dated \_\_\_\_\_, 2001 (the "Contract"), between the Issuer and the Local Unit, whereby said Board, on behalf of the Issuer, is to construct water supply system improvements in the form of extensions to St. Clair County Water Supply System No. II-A (Clay Township) to serve a portion of Harsens Island in the Local Unit. By the provisions of the Contract and pursuant to the authorization provided by law, the Local Unit 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 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

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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 Unit 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 applicable constitutional and statutory limitations.

This bond is one of a total authorized issue of bonds of even Date of Original Issue aggregating the principal sum of \$6,175,000, issued pursuant to a resolution duly adopted by the Board of Commissioners of the Issuer on \_\_\_\_\_, 2001 (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 Local Unit. For a complete statement of the funds from which and the conditions under which this bond is payable, and the general covenants and provisions pursuant to which this bond is issued, reference is made to the Resolution.

Bonds of this issue maturing in the years 2002 to 2011, 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 2012 to 2020, 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 October 1, 2011, at par and accrued interest to the date fixed for redemption.

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.





[FORM OF PAYING AGENT'S  
CERTIFICATE OF AUTHENTICATION]

Certificate of Authentication

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

\_\_\_\_\_   
Paying Agent

By \_\_\_\_\_   
Authorized Signature

Date of Registration: \_\_\_\_\_

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

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 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 16 of the Contract.

14. The proceeds of sale of the bonds shall be deposited in a special depository account in a bank to be designated by the Board or the County, said account to be designated ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. II-A (CLAY TOWNSHIP) (HARSENS ISLAND) BONDS, 2001 CONSTRUCTION FUND (hereinafter referred to as the "construction fund"). The moneys from time to time in such fund shall be used solely and only to pay costs of acquiring and constructing the Project. Any premium and accrued interest paid at the time of delivery of the bonds shall be deposited into the Debt Retirement Fund.

15. 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.

16. 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.

17. 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.

18. 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.

19. The County shall enter into an undertaking for the benefit of the holders and beneficial owners of the Bonds, as more specifically set forth in Exhibit A hereto (the "Undertaking"); provided, however, that the terms of the Undertaking are subject to completion and modification prior to delivery of the Bonds by the authorized officer of the County executing the Undertaking as such authorized officer shall deem necessary to comply with law or market requirements. The Director, Board of Public Works and the County Administrator each is authorized to execute and deliver the Undertaking on behalf of the County after completion and modification as provided in this Resolution.

20. The County hereby designates the bonds as "qualified tax exempt obligations" under the provisions of Section 267(b) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder (the "Code") for the purpose of permitting the deduction of certain expenses by financial institutions pursuant to Section 267(b) of the Code.

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

22. This resolution shall become effective immediately upon its passage.

AYES: Members Commissioners Anger, Dodge, Ellery,  
Masters, and Schultz

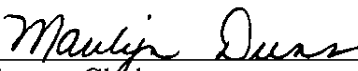
NAYS: Members None  
Absent Commissioners Quain and Gittings

RESOLUTION DECLARED ADOPTED.

Marilyn Dues  
County Clerk

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

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners of the County of St. Clair, State of Michigan, at a regular meeting held on March 28, 2001, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

  
\_\_\_\_\_  
County Clerk

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

**RESOLUTION 01-14**  
**APPROVING THE 2001 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 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 Artricle 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

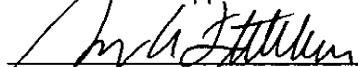
**WHEREAS**, the St. Clair County Department of Equalization has, in accordance with the aforementioned constitutionals and statutory provisions prepared a tabular statement of the assessed and equalized values of 50% of the true cash value of the real and personal property of the various townships and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


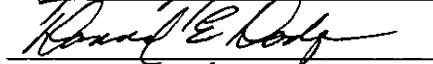
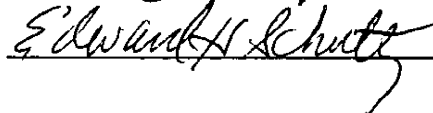
**NOW, THEREFORE, BE IT RESOLVED, THAT:**

1. The assessment rolls as presented are hereby approved in the assessed and equalized amounts shown in 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 25, 2001

Reviewed and approved as to form by:

  
 \_\_\_\_\_  
 Gary A. Fletcher  
 St. Clair County  
 Corporation Counsel  
 522 Michigan  
 Port Huron, MI 48060

  
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 \_\_\_\_\_

**RESOLUTION 01-14**  
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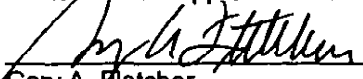
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Dated: April 25, 2001

Reviewed and approved as to form by:

  
 \_\_\_\_\_  
 Gary A. Fletcher  
 St. Clair County  
 Corporation Counsel  
 522 Michigan  
 Port Huron, MI 48060

\_\_\_\_\_  
 \_\_\_\_\_  
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EXHIBIT "A" PAGE 1 OF 3

TOWNSHIP OR CITY	TOTAL REAL PROPERTY VALUATIONS ASSESSED	PERSONAL AND REAL TOTALS	PERSONAL PROPERTY VALUATIONS EQUALIZED	PERSONAL REAL AND PERSONAL VALUE ASSESSED	TOTAL REAL AND PERSONAL VALUE EQUALIZED	S.T.C. L - 4024 YEAR 2001	4/16/01
BERLIN TOWNSHIP	107,837,264	107,837,264	4,543,521	4,543,521	112,380,785		
BROCKWAY TOWNSHIP	55,239,300	55,239,300	1,830,856	1,830,856	57,070,156		
BURTCVILLE TOWNSHIP	118,564,517	118,564,517	1,944,306	1,944,306	120,508,823		
CASCO TOWNSHIP	131,824,220	131,824,220	11,069,727	11,069,727	142,893,947		
CASO TOWNSHIP	423,433,150	423,433,150	32,221,393	32,221,393	455,654,543		
CLAY TOWNSHIP	445,052,815	445,052,815	9,196,615	9,196,615	454,249,430		
CLYDE TOWNSHIP	159,981,400	159,981,400	3,982,500	3,982,500	163,963,900		
COLUMBUS TOWNSHIP	136,793,975	136,793,975	18,985,908	18,985,908	155,779,883		
COTTRELLVILLE TOWNSHIP	121,238,475	121,238,475	4,100,633	4,100,633	125,339,108		
EAST CHINA TOWNSHIP	383,363,550	383,363,550	54,997,500	54,997,500	438,361,050		
EMMETT TOWNSHIP	70,620,538	70,620,538	2,189,946	2,189,946	72,810,484		
FORT GRATIOT TOWNSHIP	372,003,156	372,003,156	23,445,961	23,445,961	395,449,117		
GRANT TOWNSHIP	48,873,047	48,873,047	1,809,054	1,809,054	50,682,101		
GREENWOOD TOWNSHIP	94,039,355	94,039,355	33,905,834	33,905,834	127,945,189		
IRA TOWNSHIP	155,266,217	155,266,217	15,120,597	15,120,597	170,386,814		
KENOCKEE TOWNSHIP	68,497,635	68,497,635	3,289,790	3,289,790	71,787,425		
KIMBALL TOWNSHIP	193,508,100	193,508,100	14,838,090	14,838,090	208,346,190		
LYNN TOWNSHIP	37,845,578	37,845,578	2,437,160	2,437,160	40,282,738		
MUSSEY TOWNSHIP	99,494,958	99,494,958	16,462,065	16,462,065	115,957,023		
PORT HURON TOWNSHIP	221,919,150	221,919,150	23,501,450	23,501,450	245,420,600		
RILEY TOWNSHIP	106,121,224	106,121,224	4,165,350	4,165,350	110,286,574		
ST. CLAIR TOWNSHIP	250,776,014	250,776,014	15,728,376	15,728,376	266,504,390		
WALES TOWNSHIP	97,518,944	97,518,944	4,053,262	4,053,262	101,572,206		
CITY OF ALGONAC	109,628,700	109,628,700	3,353,908	3,353,908	112,982,608		
CITY OF MARINE CITY	115,402,307	115,402,307	11,652,293	11,652,293	127,054,600		
CITY OF MARYSVILLE	317,181,107	317,181,107	78,506,414	78,506,414	395,687,521		
CITY OF MEMPHIS	7,246,235	7,246,235	1,006,259	1,006,259	8,252,494		
CITY OF RICHMOND	388,249	388,249	116,239,150	116,239,150	699,011,550		
CITY OF PORT HURON	582,772,400	582,772,400	25,444,814	25,444,814	206,952,870		
CITY OF ST. CLAIR	181,508,056	181,508,056	3,649,209	3,649,209	38,795,254		
CITY OF YALE	35,146,045	35,146,045					
TOTAL FOR ENTIRE COUNTY	5,249,085,681	5,249,085,681	543,671,941	543,671,941	5,792,757,622		



EXHIBIT "A" PAGE 2 OF 3

TOWNSHIP OR CITY	AGRICULTURE	COMMERCIAL	INDUSTRIAL	RESIDENTIAL	DEVELOPMENTAL	TOTAL REAL
BERLIN TOWNSHIP	23,868,660	703,978	60,637	83,203,989		107,837,264
BROCKWAY TOWNSHIP	20,069,900	1,751,500	334,600	33,083,300		55,239,300
BURICHVILLE TOWNSHIP	12,913,320	7,955,822	464,788	97,230,587		118,564,517
CASCO TOWNSHIP	17,249,659	7,963,760	5,021,759	101,431,685		131,824,803
CHINA TOWNSHIP	31,747,300	4,090,600	303,284,350	84,310,900	157,357	423,433,807
CLAY TOWNSHIP	8,628,077	23,326,702	3,373,727	409,724,309		445,052,815
CLYDE TOWNSHIP	11,794,600	2,151,200	190,800	145,844,800		159,981,400
COLUMBUS TOWNSHIP	24,815,800	4,916,700	2,478,375	104,583,100		136,793,975
COTTRELLVILLE TOWNSHIP	12,419,707	4,073,484	2,868,824	101,876,460		121,238,475
EAST CHINA TOWNSHIP	386,200	8,292,050	245,317,800	129,367,500		383,363,550
EMMETT TOWNSHIP	20,444,468	1,542,019	24,700	48,609,351		70,620,538
FORT GRATIOT TOWNSHIP	3,146,990	101,928,587		266,927,579		372,003,156
GRANT TOWNSHIP	15,529,598	938,624	453,344	31,951,481		48,873,047
GREENWOOD TOWNSHIP	18,872,619	62,550	51,907,875	23,196,311		94,039,355
IRA TOWNSHIP	11,190,643	19,755,565	7,740,216	116,579,793		155,266,217
KENOCKEE TOWNSHIP	20,208,435	1,331,644	556,520	46,401,036		68,497,635
KIMBALL TOWNSHIP	14,231,100	18,565,300	3,344,300	157,367,400		193,508,100
LYNN TOWNSHIP	19,987,227	164,350		17,694,001		37,845,578
MUSSEY TOWNSHIP	22,722,191	17,643,630	962,022	68,167,115		99,494,958
PORT HURON TOWNSHIP		53,327,900	9,282,250	159,309,000		221,919,150
RILEY TOWNSHIP	22,382,069	1,695,184	202,000	81,841,971		106,121,224
ST. CLAIR TOWNSHIP	32,839,413	8,353,158	4,124,782	205,458,661		250,776,014
WALES TOWNSHIP	27,572,674	1,228,000	576,419	68,141,851		97,518,944
CITY OF ALGONAC		11,324,300	42,000	98,262,400		109,628,700
CITY OF MARINE CITY	511,000	18,311,877	9,968,152	86,611,278		115,402,307
CITY OF MARYSVILLE		30,177,823	67,217,280	219,786,004		317,181,107
CITY OF MEMPHIS		1,517,892		5,728,343	388,249	7,246,385
CITY OF RICHMOND		108,995,200	41,096,000	432,681,200		582,772,400
CITY OF PORT HURON		22,906,741	13,919,252	144,682,063		181,508,056
CITY OF ST. CLAIR		5,994,236	2,120,525	27,031,284		35,146,045
CITY OF YALE						
TOTAL FOR ENTIRE COUNTY	393,531,650	480,990,376	776,933,297	3,597,084,752	545,606	5,249,085,681

STATE TAX COMMISSION  
ST. CLAIR COUNTY

EQUALIZED VALUATION - REAL

S.T.C. L - 4024  
YEAR 2001

4/16/01

EXHIBIT "A" PAGE 3 OF 3

TOWNSHIP OR CITY	AGRICULTURE	COMMERCIAL	INDUSTRIAL	RESIDENTIAL	DEVELOPMENTAL	TOTAL REAL
Berlin Township	23,868,660	703,978	60,637	83,203,989		107,837,264
Brockway Township	20,069,900	1,751,500	334,600	33,083,300		55,239,300
Burichville Township	12,913,320	7,955,822	464,788	97,230,587		118,564,517
Casco Township	17,249,659	7,963,760	5,021,759	101,431,685		131,824,500
China Township	31,747,300	4,090,600	303,284,350	84,310,900		423,433,000
Clay Township	8,628,077	23,326,702	3,373,727	409,724,309	157,357	445,052,000
Clyde Township	11,794,600	2,151,200	190,800	145,844,800		159,981,000
Columbus Township	24,815,800	4,916,700	2,478,375	104,583,100		136,793,975
Cottrellville Township	12,419,707	4,073,484	2,868,824	101,876,460		121,238,475
East China Township	386,200	8,292,050	245,317,800	129,367,500		383,363,550
Emmett Township	20,444,468	1,542,019	24,700	48,609,351		70,620,538
Fort Gratiot Township	3,146,990	101,928,587		266,927,579		372,003,156
Grant Township	15,529,598	101,938,624	453,344	31,951,481		48,873,047
Greenwood Township	18,872,619	62,550	51,907,875	23,196,311		94,039,355
Ira Township	11,190,643	19,755,565	7,740,216	116,579,793		155,266,217
Kenockee Township	20,208,435	1,331,644	556,520	46,401,036		68,497,635
Kimball Township	14,231,100	18,565,300	3,344,300	157,367,400		193,508,100
Lynn Township	19,987,227	164,350		17,694,001		37,845,578
Mussey Township	22,722,191	7,643,630	962,022	68,167,115		99,494,958
Port Huron Township		53,327,900	9,282,250	159,309,000		221,919,150
Riley Township	22,382,069	1,695,184	202,000	81,841,971		106,121,224
St. Clair Township	32,839,413	8,353,158	4,124,782	205,458,661		250,776,014
Wales Township	27,572,674	1,228,000	576,419	68,141,851		97,518,944
City of Algonac		11,324,300	42,000	98,262,400		109,628,700
City of Marine City	511,000	18,311,877	9,968,152	86,611,278		115,402,307
City of Marysville		30,177,823	67,217,280	219,786,004		317,181,107
City of Memphis		1,517,892		5,728,343	388,249	7,246,135
City of Richmond		108,995,200	41,096,000	432,681,200		582,777,000
City of Port Huron		22,906,741	13,919,252	144,682,063		181,508,056
City of St. Clair		5,994,236	2,120,525	27,031,284		35,146,045
City of Yale						
TOTAL FOR ENTIRE COUNTY	393,531,650	480,990,376	776,933,297	3,597,084,752	545,606	5,249,085,681

STATE TAX COMMISSION  
ST. CLAIR COUNTY

ASSESSSED VALUATION - REAL  
S.T.C. L - 4024  
YEAR 2001

4/16/01

**RESOLUTUION 01-13**

Amending Resolution 00-02

**AMENDING ORDINANCE #51 THE PARKING CONTROL AND ENFORCEMENT ORDINANCE**

**WHEREAS**, the St. Clair County Board of Commissioners has provided for controls within the County owned and operated parking lots through the adoption of Resolution 90-6, Adopting Parking Control and Enforcement Ordinance; and

**WHEREAS**, from time to time it is recognized that amendments to this ordinance may be necessary to accommodate changes in building utilization, operational practices and traffic patterns; and

**WHEREAS**, Article 6, section 2 of Ordinance #51 stipulates that the St. Clair County Board of Commissioners will establish fines for parking violations of County owned lots as needed. The following parking violation fees are hereby established:

- \$5.00 (U.S. Dollars) for the first offense
- \$10.00 (U.S. Dollars) for the second offense
- \$20.00 (U.S. Dollars) for the third offense
- For the 4<sup>th</sup> and any subsequent offenses the vehicle will be towed away at the owners expense (see Ordinance #51, Article VI, Section 5).

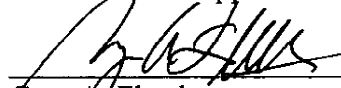
**NOW, THEREFORE, BE IT RESOLVED**, that the attached, amended St. Clair County Parking Control and Enforcement Ordinance is hereby adopted in accordance with the provisions of State of Michigan Public Act No. 58 of 1945, as amended.

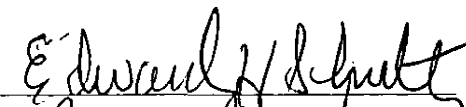
**BE IT FURTHER RESOLVED**, that a copy of this Ordinance, as amended, shall be published in a newspaper of general circulation in the County of St. Clair.


**BE IT FURTHER RESOLVED**, that this amended Ordinance shall take effect thirty (30) days after its adoption by the Board of Commissioners.

DATED: March 28, 2001

Reviewed and Approved by:

  
 \_\_\_\_\_  
 Gary A. Fletcher  
 County Corporation Counsel  
 522 Michigan  
 Port Huron, MI 48060

  
 \_\_\_\_\_  
 Patricia Sawyer

  
 \_\_\_\_\_  
 Lee M. ...

**PARKING CONTROL AND ENFORCEMENT ORDINANCE #51**

**ARTICLE I STATUTORY AUTHORIZATION**

Pursuant To Public Acts of the State of Michigan, Act 58 of 1945 as amended, the St. Clair County Board of Commissioners is authorized to establish and maintain parking lots, to promulgate regulations for the operation of parking lots, and to prescribe civil sanction.

**ARTICLE II PURPOSE**

To provide control for and restrict and limit access to the County owned and operated parking lots; to provide for and designate parking space to County employees, County Building (s) patrons, and the general public; to avoid unnecessary congestion; and to provide for the safe and proper use of those parking lots.

**ARTICLE III DEFINITIONS**

Unless specifically defined below, words or phrases used in this Ordinance shall be interpreted so as to give them the meanings they have in common usage and to give this Ordinance its most reasonable application.

- 1) Handicapped person – Any person as described under the State of Michigan Motor Vehicle Code, 1949 P.A. 300, as amended.
- 2) Loading Zone – The space (s), designated by signs, reserved for the exclusive use of vehicles during the loading or unloading of passengers or materials.
- 3) Park – To stand a vehicle whether occupied or not, for a period of time greater than is reasonably necessary for the actual loading and unloading.
- 4) Parking Lot – County owned and operated areas, designated by signs, for the specified use of vehicle parking.

**ARTICLE IV ADMINISTRATION**

The County parking lots now owned and operated, or, hereafter acquired or established by the County, shall be under the supervision of the County Administrator/Controller. The County Administrator/Controller shall establish and issue such parking control orders as may be necessary to carry out the provisions of this Ordinance.

**ARTICLE V GENERAL**

Section 1 General Prohibitions

No person shall stop, stand, or park a vehicle, except when necessary to avoid conflict with other traffic, or in compliance with law, or the directions of a police/sheriff officer or traffic control device, in any of the following places:

- 1) On a sidewalk.
- 2) In any place or in any manner so as to block or hamper immediate use of and immediate egress from any building.
- 3) At any place where official signs prohibit parking, standing, or stopping.
- 4) In a parking space clearly identified by an official sign as being reserved for use by handicappers which is on public or private property available for public use; unless the person is a handicapper as described under State of Michigan Motor Vehicle Code, 1949 P.A. 300, as amended; or unless the person is parking the vehicle for the benefit of a handicapper. A certificate of identification issued under State of Michigan Motor Vehicle Code, 1949 P.A. 300, as amended, to a handicapper, shall be displayed on the lower left corner of the front windshield or a special registration plate issued under State of Michigan Motor Vehicle Code, 1949 P.A. 300, as amended, to a handicapper shall be displayed on the vehicle.
- 5) *In violation of an official sign restricting the period of time or manner of parking or eligibility for parking.*
- 6) In a space controlled or regulated by a meter, in a publicly owned parking area or structure, if the allowable time for parking indicated on the meter has expired.

### Section 2      Restrictions and Prohibitions at Specific Places

No person shall stop, stand or park vehicle, except when necessary to avoid conflict with traffic or in compliance with law or the direction of a police/sheriff officer; in violation of any parking restriction or prohibition established for specific places by traffic-control orders promulgated in accord with the provisions of this Ordinance, provided, signs stating such restrictions or prohibitions are duly posted in accordance with this Ordinance, except that a driver of a passenger vehicle may stop temporarily, in such restricted or prohibited zone for the purpose of and while actually engaged in loading and unloading of passengers when such stopping does not interfere with traffic.

### Section 3      St. Clair County Government Complex-Parking Area

As authorized by Public Act 58, of the State of Michigan of 1945 (M.C.L. s 46.187), as amended, the following described St. Clair County Government Complex parking lots shall be regulated, as indicated in this section, by the County of St. Clair:

- 1) Lot #1 – Sheriff Department/Jail  
Located adjacent to the south side of the Sheriff Department/Jail Building. Entrance/exit are located off Fort and Merchant Streets. Access is controlled by gates at the entrance/exit. Parking is restricted to designated individuals and vehicles only.
- 2) Lot #2 – County Building  
Located immediately between the County Building and the Sheriff Department/Jail Building parking lot. Entrances/exits are located off Fort Street. Parking is available by Permit Only.

- 3) Lot #3 – Library Building  
Located immediately adjacent to the east side of the Library Building. Entrance/exit is located off McMorrان Boulevard. Parking is available to Library Patrons only.
- 4) Lot #4 – Annex Building  
Located immediately adjacent to the east/southeast side of the County Annex Building. Entrance/exit is located off Merchant Street. Parking is available by Permit Only.
- 5) Lot #5 – Grand River Parking Lot  
Located immediately south of the Library Building and Annex Building. Entrances/exits are located off Merchant Street and Grand River Avenue. Parking is available by Permit Only.
- 6) Lot #6 – Public Service Building(s)  
Located immediately adjacent to the west side of the Public Service Building(s). Entrances/exits are located off Moak Street. Parking is available for County employees and Public Service Building(s) patrons.
- 7) Lot #7 – 72<sup>nd</sup> District Court Building – Marine City  
Located immediately adjacent to the District Court Building-Marine City. Entrance/exits located off South Parker Road. Parking is available for County employees and District Court patrons.
- 8) Lot #8 – St. Clair County Park – Goodells  
Located within the immediate area of the County Park Building and Grounds. Entrances/exits are located off County Park Drive. Parking is available for County employees and the general public who are attending functions/activities within the County Park Grounds.

## ARTICLE VI PENALTY

### Section 1 General Penalty

Any person, firm, or corporation violating any provision of this Ordinance, shall be fined ~~not less than two dollars, nor not more than ten dollars for each offense~~ in accordance with the currently adopted Resolution Regarding Parking Enforcement and Fines by the St. Clair County Board of Commissioners.

### Section 2 Tickets

For offenses committed under this Ordinance, authorized enforcement agents may issue a parking violation ticket notifying the offender of the specific violation, location, and time of the violation, the amount of the fine(s), and the required method of payment of the fine(s). The St. Clair County Board of Commissioners through Resolution establishes fines.

### Section 3 Prima Facie Proof

The fact that a vehicle, which is illegally parked, is registered in the name of a person, shall be considered prima facie proof that such person was in control on the vehicle at the time of such parking.

### Section 4 Parking Violations

Any person accused of a violation of this Ordinance prohibiting parking a vehicle in a designated area or restricting the length of time a vehicle may be parked there, or parking in a metered area without putting a coin in the meter to cover the required time, may settle and compromise the claim against him/her for such illegal parking, by paying to the County of St. Clair the sum as designated on the ticket within five (5) days from when the alleged offense occurred.

### Section 5 Towing Away Parked Vehicles

The authorized enforcement agents are hereby authorized to remove and tow away, or have removed and towed away by commercial towing service at owner's expense, any vehicle illegally parked in any place where such parked vehicle creates or constitutes a traffic hazard, blocks the use of fire hydrants, obstructs or may obstruct the movement of any emergency vehicle, is abandoned in the parking lots, or vehicles which have been issued four or more tickets.

Vehicles so towed away for illegal parking shall be stored in a safe place and shall be restored to the owner or operator of such vehicle upon payment of a fee of twenty-five dollars within twenty-four hours after the time such vehicle was removed, plus twenty-five dollars for each additional twenty-four hours or fraction thereof. The owner of the vehicle will be responsible for all towing costs.

When a vehicle is authorized to be towed away, the authorized enforcement agent shall keep and maintain appropriate detailed records.

## ARTICLE VII PARKING METERS

### Section 1 Establishment of Metered Spaces and Zones

Spaces and zones to be known as parking metered spaces and zones may be established by parking-control orders issued by the County Administrator/Controller in any County owned and operated parking lot. Such parking-control orders may establish a maximum legal parking limit for spaces, zones, and lots and prescribe the coins to be deposited to operate the meters placed therein.

### Section 2 Installation, Marking and Manner of Use of Meter Space

The County Administrator/Controller is authorized to install parking meters in parking metered spaces and zones, and have lines or markings painted upon the lot surface controlled by each parking meter to designate the parking space for which the meter is to be used. The meter shall be installed adjacent to such space. No person shall park any vehicle upon or across any such line or marking. The foremost part of a vehicle shall be adjacent to the parking meter and the entire vehicle, insofar as possible, shall be centered within the designated parking space.

### Section 3 Meter Specifications

Each parking meter shall display, by a signal that the parking space adjacent thereto is or is not legally in use. Each parking meter shall display, on deposit of a United States coin of the denomination mentioned on the meter, a signal indicating legal parking for that period of time which may be established for that area or zone of the lot upon which the parking meter is installed, and which is permitted for the deposit of the specific coin inserted. Upon the expiration of the time limit, the parking meter shall indicate by a signal that the lawful parking has expired.

### Section 4 Deposit of Coin Required, Overtime Parking

Whenever a vehicle is parked in the space adjacent to a parking meter, the operator of the vehicle shall immediately deposit or cause to be deposited in such a manner, a coin of the United States of a denomination mentioned on the meter. Thereupon, the parking space may be lawfully occupied by such vehicle during the period of parking time indicated on the meter. No person shall leave any vehicle in any metered parking place except while within the lawful period of parking time indicated on the parking meter regulating such place, nor in any case longer for the lawful parking time permitted in such space, zone, or lot.

### Section 5 Deposit of Coin for Purpose of Extending Parking Time Limit

No person shall deposit or cause to be deposited in a parking meter a coin for the purpose of increasing or extending the parking time of any vehicle beyond the legal parking time, which has been established for the parking space adjacent to the parking meter.

### Section 6 Deposit of Slugs

No person shall deposit or cause to be deposited in any parking meter, any slug, device, or metallic substitute for a United States coin.

### Section 7 Removing, Damaging, etc.; meters

No person shall remove, deface, injure, tamper with, open or willfully break, destroy, or impair the usefulness of any parking meter.



**ARTICLE VIII** **EFFECTIVE DATE OF ORDINANCE**

This Ordinance shall take effect thirty (30) days after the date of its adoption.

Dated: January 24, 1990  
Adopted: January 24, 1990  
Published: March 1, 1990  
Effective: April 16, 1990  
Amended: March 28, 2001  
Published: April 1, 2001  
Effective: April 27, 2001

RESOLUTION 01-12

THE NATIONAL ASSOCIATION OF COUNTIES (NACo)  
DEFERRED COMPENSATION PROGRAM

Michigan Association of Counties – County Order/Resolution

STATE OF  MICHIGAN

COUNTY OF  ST. CLAIR

**IN THE MATTER OF ESTABLISHING A DEFERRED COMPENSATION PLAN FOR  
THE COUNTY OF:  ST. CLAIR**

**WHEREAS**, the County has considered the establishment of a Deferred Compensation Plan to be made available to all eligible County employees, elected officials, and independent contractors pursuant to Sections 457 of the Internal Revenue Code permitting such Plans; and

**WHEREAS**, certain tax benefits accrue to employees, elected officials, and independent contractors participating in said Deferred Compensation Plans; and

**WHEREAS**, such benefits will act as incentives to County Employees to voluntarily set aside and invest portions of their current income to meet their future financial requirements and supplement their County retirement and Social Income (if applicable); and

**WHEREAS** the National Association of Counties has established a Master Deferred Compensation Program for its member Counties, permitting its member Counties and their employees to enjoy the advantages of this Program; and

**WHEREAS**, by adoption of the NACo program, all regulatory, operational, administrative and fiduciary responsibilities are hereby assumed by NACo on behalf of County; and

**WHEREAS**, by adoption of the NACo program, the County intends that the NACo Defined Compensation Plan Document shall amend and restate any prior plan documents and shall apply to all participating employees that may have participated in another program; and

**WHEREAS**, NACo, as Plan Administrator, agrees to hold harmless and indemnify the County, its appointed and elected officers and participating employees from any loss resulting from NACo or its Agents failure to perform its duties and services pursuant to the NACo Program; and

**WHEREAS**, County agrees to hold harmless and indemnify NACo, and its appointed Agents from any loss resulting from the transfer of assets from their previous program to the NACo Program.

**NOW, THEREFORE THE COUNTY GOVERNING BODY DOES HEREBY RESOLVE  
AS FOLLOWS:**

The County governing body, meeting in regular scheduled session, this  28  day of  MARCH , 2001, hereby adopts the National Association of Counties Deferred Compensation Program and hereby establishes the County of \_\_\_\_\_ Deferred Compensation Plan for the voluntary participation of all eligible County employees, elected officials and independent contractors.

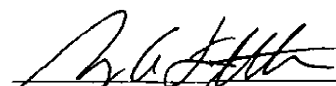
The (~~Presiding Judge~~, County Administrator, ~~County Clerk~~, etc.) (select one) is hereby authorized to execute for the County, individual participation agreements with each said employee requesting same, and to act as the "Administrator" of the Plan representing the County, and to execute such agreements and contracts as are necessary to implement the Program. It is implicitly understood that, other than the

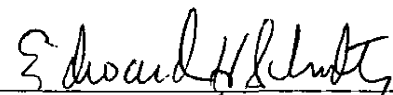
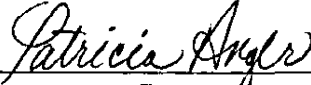

incidental expenses of collecting and disbursing of the employees' deferrals and other minor administrative matters, there is no cost to the County for the Program.

IT IS HEREBY FURTHER ORDERED, that a true copy of the Court Order/Resolution be spread upon the Court's record of this date.

DATED: March 28, 2001

Reviewed and Approved as to Form by:

  
\_\_\_\_\_  
Gary A. Fletcher  
County Corporation Counsel  
522 Michigan  
Port Huron, MI 48060

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

## Appendix A

**THE FUNDS ALLOCATIONS WILL BE MAPPED ACCORDING TO THE  
FOLLOWING SCHEDULE:**

<b>Current Options</b>	<b>Will be Mapped To</b>	<b>New Options</b>
Lincoln Fixed (Fixed Only & Multi Fixed)	→	Nationwide Money Market Prime
Prudential Fixed	→	Nationwide Money Market Prime
Fidelity Contra Fund	→	Fidelity Contra Fund
Fidelity U.S. Equity	→	Nationwide S&P 500 Index
Fidelity Magellan	→	Fidelity Magellan
Fidelity Cash Reserves	→	Nationwide Money Market Prime
Fidelity Value	→	American Century Income & Growth (Inv. Class)
Janus Fund	→	Putnam Investor (Class A)
Janus Twenty	→	Putnam Voyager (Class A)
American Century Balanced	→	Life Designs Moderate Portfolio
American Century Growth	→	Putnam Voyager (Class A)
American Century Select	→	Putnam Voyager (Class A)
American Century Ultra	→	American Century Ultra
American Century U.S. ST GT Bond	→	Federated Bond Fund (Class F)
Lincoln National Cap Appreciation	→	Putnam Voyager (Class A)
Lincoln National Aggressive Growth	→	INVESCO Dynamics (Inv. Class)
Lincoln National Equity Income	→	American Century Income & Growth (Inv. Class)
Lincoln National Growth & Income	→	Dreyfus Appreciation Fund, Inc.
Lincoln National International	→	Putnam International Growth Fund (Class A)
Lincoln National Corp. Bond	→	Federated Bond Fund (Class F)
Lincoln National Managed Fund	→	Life Designs Moderate Portfolio
Lincoln National Market Fund	→	Nationwide Money Market Prime
Lincoln National Social Awareness	→	Dreyfus Premier Third Century Fund (Class Z)
Lincoln National Special Opportunity	→	American Century Value Fund (Inv. Class)
Lincoln National Global Asset Alloc	→	Life Designs Moderate Portfolio

## Appendix B

**THE FUNDS ASSETS WILL BE MAPPED ACCORDING TO THE  
FOLLOWING SCHEDULE:**

<b>Current Options</b>	<b>Will be Mapped To</b>	<b>New Options</b>
Fidelity Contra Fund	→	Fidelity Contra Fund
Fidelity U.S. Equity	→	Nationwide S&P 500 Index
Fidelity Magellan	→	Fidelity Magellan
Fidelity Cash Reserves	→	Nationwide Money Market Prime
Fidelity Value	→	American Century Income & Growth (Inv. Class)
Janus Fund	→	Putnam Investor (Class A)
Janus Twenty	→	Putnam Voyager (Class A)
American Century Balanced	→	Life Designs Moderate Portfolio
American Century Growth	→	Putnam Voyager (Class A)
American Century Select	→	Putnam Voyager (Class A)
American Century Ultra	→	American Century Ultra
American Century U.S. ST GT Bond	→	Federated Bond Fund (Class F)
Lincoln National Cap Appreciation	→	Lincoln National Cap Appreciation
Lincoln National Aggressive Growth	→	Lincoln National Aggressive Growth
Lincoln National Equity Income	→	Lincoln National Equity Income
Lincoln National Growth & Income	→	Lincoln National Growth & Income
Lincoln National International	→	Lincoln National International Fund
Lincoln National Corp. Bond	→	Lincoln National Corp. Bond
Lincoln National Managed Fund	→	Lincoln National Managed Fund
Lincoln National Market Fund	→	Lincoln National Market Fund
Lincoln National Social Awareness	→	Lincoln National Social Awareness
Lincoln National Special Opportunity	→	Lincoln National Special Opportunity
Lincoln National Global Asset Alloc	→	Lincoln National Global Asset Alloc
Lincoln Fix Product	→	Lincoln Fix Product
Prudential Fix Product	→	Prudential Fix Product



**COUNTY CLERK/REGISTER OF DEEDS**

*County of St. Clair, Michigan*

**COUNTY BUILDING  
201 McMORRAN BLVD.  
PORT HURON, MI 48060**

**MARILYN DUNN  
County Clerk/ Registrar  
VALERIE MARTINEK  
Chief Deputy Clerk**

*Copy - Sent  
to all clerks*

March 30, 2001

«FNAME» «LNAME», «TITLE»  
«ADDRESS»  
«CITY»

Re: County Resolution 01-10 adopted March 28, 2001

Dear «FNAME»:

Enclosed is a copy of Resolution 01-10 adopted by the St. Clair County Board of Commissioners at their March 28<sup>th</sup> Meeting. This Resolution is an amendment to the current St. Clair County E-911 Plan which was adopted in 1992. The Amendment is intended solely to add the implementation of Wireless E-911 to the current County E-911 Plan. A public Hearing is scheduled for June 27, 2001. Would you please see that your Council/Board receive copies of this Resolution.

Please don't hesitate to call if you have any further questions.

Sincerely,

Marilyn Dunn  
County Clerk/Register

PHONE: County Clerk (810) 985-2200 – FAX (810) 985-4796

*A Government of Service*



STATE OF MICHIGAN  
ST. CLAIR COUNTY BOARD OF COMMISSIONERS

RESOLUTION 01-11  
WIRELESS E-911 ADMINISTRATIVE FINDINGS

At a regular meeting of the St. Clair County Board of Commissioners ("Board"), held in Port Huron, Michigan on March 28, 2001 at 6:00 p.m.

**PRESENT:**

~~Commissioners Anger, Dodge, Ellery, Masters and Schultz~~

**ABSENT:** Commissioners Quain and Gittings

The following resolution incorporating the following Administrative Findings was offered by Commissioner Masters and supported by Commissioner Schultz:

**ADMINISTRATIVE FINDINGS**

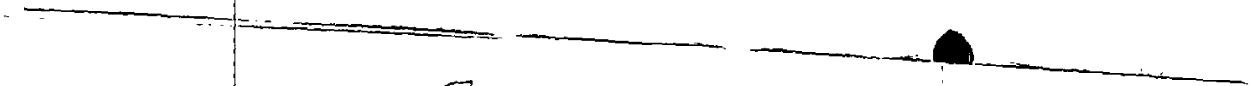
**WHEREAS**, St. Clair County has adopted a Final 911 Service Plan ("Plan") pursuant to the Emergency Telephone Service Enabling Act, 1986 PA 32, as amended ("Act");

**WHEREAS**, the Plan requires the Board to enact Administrative Findings identifying the telephone service providers facilitating wire-based emergency telephone calls from within the Plan's Service District and public agencies responding to calls for emergency services with the Service District, and the highest monthly flat rate charged by a service supplier for a 1-party access line within the 9-1-1- Service District ("Service District");

**WHEREAS**, the Federal Communications Commission has issued a wireless emergency service order that requires central dispatch answering centers ("PSAPS") to request deployment of Phase I-II enhanced services from Commercial Mobile Radio Service ("CMRS") suppliers, which include cellular phone service companies;

**WHEREAS**, the Board determines that the best way of communicating a request for deployment of Phase I-II 911 enhanced services from CMRS suppliers is through the coordinating efforts of the Michigan Communication Directors Association;

**NOW, THEREFORE, THE BOARD HEREBY FINDS** that the following is the list of wire-based service suppliers currently facilitating emergency telephone call from within the Service District:



10



**STATE OF MICHIGAN  
COUNTY OF ST. CLAIR**

**RESOLUTION 01-10**  
**WIRELESS E-911 PLAN AMENDMENT**

At a regular meeting of the St. Clair County Board of Commissioners held in Port Huron, Michigan on March 28, 2001 at 6:00 p.m.

**PRESENT:** Commissioners Anger, Dodge, Ellery, Masters, and Schultz

**ABSENT:** Commissioners Quain and Gittings

**WHEREAS**, St. Clair County ("County") has adopted a Final 911 Service Plan ("Plan") pursuant to the Emergency Telephone Service Enabling Act, 1986 PA 32, as amended ("Act");

**WHEREAS**, the Federal Communications Commission has issued a wireless emergency service order that requires central dispatch answering centers ("PSAPS") to request deployment of Phase I-II 911 enhanced services from Commercial Mobile Radio Service ("CMRS") suppliers, which include cellular phone service companies;

**WHEREAS**, 1999 PA 78 requires Plans to implement the wireless emergency service Order and the Act in order to qualify the County for distributions from the CMRS emergency telephone fund administered by the Department of Treasury and also requires a county to distribute all funds received from the CMRS emergency telephone fund to the primary public safety answering points ("PSAPS") within the County;

**WHEREAS**, the list of service suppliers and public agencies involved in emergency calls and service and the highest monthly flat rate charged by a service supplier within the Service District vary from time to time;

**NOW, THEREFORE, BE IT RESOLVED** that the following Plan Amendment is adopted:

**PLAN AMDNEMENT**

1. The St. Clair County Board of Commissioners ("Board") is authorized from time to time to adopt and update the list of service suppliers facilitating wire based emergency service calls, and public agencies providing emergency response services within the Service district. The Board shall also periodically obtain and publish the highest monthly flat rate charged by a service supplier for a 1-party access line within the St. Clair County Service District. The Board shall memorialize the updated list of service suppliers, the highest monthly charge and the emergency service providers within the Service District in a set of Administrative Findings.

2. All Commercial Mobile Radio Service ("CMRS") providers are requested and directed to deploy Phase I-II enhanced service as provided in the wireless emergency service order ("Order"), FCC Docket No. 94-102, adopted June 12, 1996 with an effective date of October 1, 1996.
3. The St. Clair County Board of Commissioners, as the governing body of the County's Service District, is authorized and directed to take any action necessary to implement the Order, the Emergency Telephone Service Enabling Act, 1986 PA 32, as amended ("Act"), or any other applicable state or federal law existing or subsequently adopted.
4. The St. Clair County Board of Commissioners is authorized and directed to cooperate with the Telephone, Telegraph, and Radio Emergency Telephone Service Committee or any other state, federal or local body or official authorized to install, operate, modify and maintain universal emergency number services systems, whether land-line, cellular, wireless, digital or radio based.
5. The St. Clair County Board of Commissioners is authorized and directed to implement, receive and expend, consistent with all applicable laws, any operational surcharges, CMRS service charges, or any other funding provided under state or federal law, including but not limited to such fees authorized, imposed, and collected under the Act.
6. This Amendment's provisions are designed to modify, amend, supersede or replace any inconsistent provisions in the County's Final 911 Service Plan ("Plan"), and to augment, supplement or add to such Plan provisions that are not in any way inconsistent.
7. A final hearing on this Plan Amendment is set for June 27, 2001 and the County Clerk is directed to send a copy of this Plan Amendment to all public agencies and to otherwise make the required postings under the Act.

**YEAS:** Commissioners Anger, Dodge, Ellery, Masters, and Schultz

**NAYS:** None

**ABSENT:** Commissioners Quain and Gittings

**RESOLUTION ADOPTED**

Dated: March 28, 2001

Reviewed and Approved as to Form by:

Gary A. Fletcher  
 Gary A. Fletcher  
 County Corporation Counsel  
 522 Michigan  
 Port Huron, MI 48060

Edward J. Schultz  
Patricia Anger  
Lee Masters

**RESOLUTION 01-09**

**ADOPTING COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
31ST. JUDICIAL CIRCUIT COURT, FAMILY DIVISION,  
THE COUNTY OF ST. CLAIR COUNTY  
AND  
JUVENILE DETENTION CENTER EMPLOYEES  
TEAMSTERS LOCAL 214**

WHEREAS, the Juvenile Detention Center Employees - Teamsters Local 214 is recognized by the Michigan Employment Relations Commission, the 31st Judicial Circuit Court, and the County of St. Clair as the exclusive representative of certain employees of the Juvenile Detention Center 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, 2000 through December 31, 2004 is hereby approved and adopted.

Date March 28, 2001

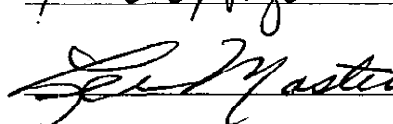
Reviewed and Approved by:



Gary Fletcher  
County Corporation Counsel  
522 Michigan  
Port Huron, MI 48060







**RESOLUTION 01-08**

**ADOPTING COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE COUNTY OF ST. CLAIR COUNTY  
AND  
ST. CLAIR COUNTY SHERIFF DEPARTMENT SUPERVISORS  
A.F.S.C.M.E. LOCAL 1518, MICHIGAN COUNCIL 25**

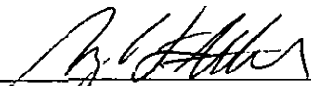
WHEREAS, the St. Clair County Sheriff Department Supervisor - AFSCME Council 25 is recognized by the Michigan Employment Relations Commission, the St. Clair County Sheriff, and the County of St. Clair as the exclusive representative of certain employees of the Sheriff's Department and,

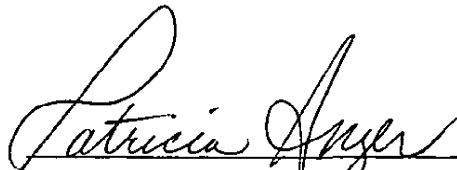
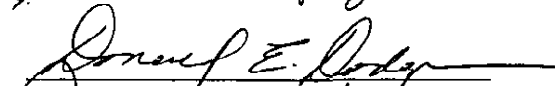
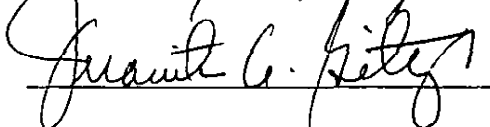
WHEREAS, the parties have collectively bargained mutually acceptable terms and conditions;

NOW THEREFORE, BE IT RESOLVED, that the Collective Bargaining Agreement (Attached Exhibit "A"), for the period July 1, 2000 through June 30, 2003 is hereby approved and adopted.

Date March 14, 2001

Reviewed and Approved by:

  
\_\_\_\_\_  
Gary Fletcher  
County Corporation Counsel  
522 Michigan  
Port Huron, MI 48060

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**RESOLUTION 01-07**

**ADOPTING COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
31ST. JUDICIAL CIRCUIT COURT, FAMILY DIVISION,  
THE COUNTY OF ST. CLAIR COUNTY  
AND  
31ST. JUDICIAL CIRCUIT COURT, FAMILY DIVISION,  
SUPERVISORS ASSOCIATION**

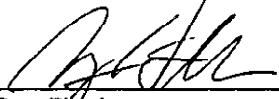
WHEREAS, the 31st. Judicial Circuit Court Family Division Supervisors Association is recognized by the Michigan Employment Relations Commission, the 31st Judicial Circuit Court, and the County of St. Clair as the exclusive representative of certain employees of the Family Division of the 31st. Judicial Circuit Court and,

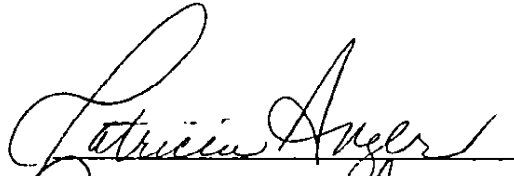
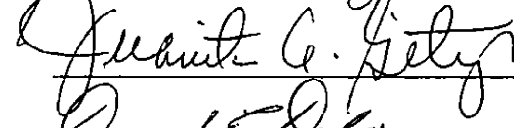
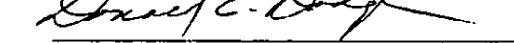
WHEREAS, the parties have collectively bargained mutually acceptable terms and conditions;

NOW THEREFORE, BE IT RESOLVED, that the Collective Bargaining Agreement (Attached Exhibit "A"), for the period January 1, 2001 through December 31, 2003 is hereby approved and adopted.

Date March 14, 2001

Reviewed and Approved by:

  
\_\_\_\_\_  
Gary Fletcher  
County Corporation Counsel  
522 Michigan  
Port Huron, MI 48060

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**AGREEMENT**

**BETWEEN**

**31ST. JUDICIAL CIRCUIT COURT  
FAMILY DIVISION**

**ST. CLAIR COUNTY**

**AND**

**31ST. JUDICIAL CIRCUIT COURT  
FAMILY DIVISION SUPERVISORS ASSOCIATION**

**JANUARY 1, 2001 THROUGH DECEMBER 31, 2003**

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**STATE OF MICHIGAN  
ST. CLAIR COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION 01-11  
WIRELESS E-911 ADMINISTRATIVE FINDINGS**

At a regular meeting of the St. Clair County Board of Commissioners ("Board"), held in Port Huron, Michigan on March 28, 2001 at 6:00 p.m.

**PRESENT:**

~~Commissioners Anger, Dodge, Ellery, Masters and Schultz~~

**ABSENT:** Commissioners Quain and Gittings

The following resolution incorporating the following Administrative Findings was offered by Commissioner Masters and supported by Commissioner Schultz:

**ADMINISTRATIVE FINDINGS**

**WHEREAS**, St. Clair County has adopted a Final 911 Service Plan ("Plan") pursuant to the Emergency Telephone Service Enabling Act, 1986 PA 32, as amended ("Act");

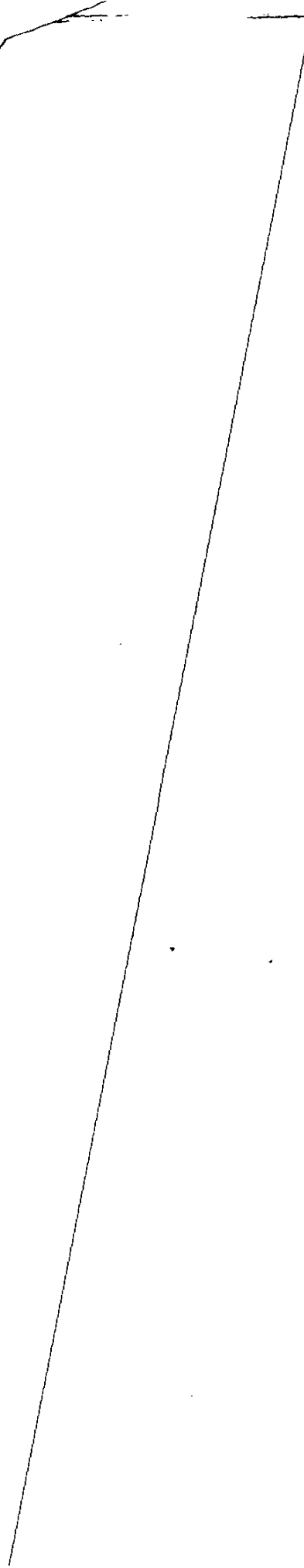
**WHEREAS**, the Plan requires the Board to enact Administrative Findings identifying the telephone service providers facilitating wire-based emergency telephone calls from within the Plan's Service District and public agencies responding to calls for emergency services with the Service District, and the highest monthly flat rate charged by a service supplier for a 1-party access line within the 9-1-1- Service District ("Service District");

**WHEREAS**, the Federal Communications Commission has issued a wireless emergency service order that requires central dispatch answering centers ("PSAPS") to request deployment of Phase I-II enhanced services from Commercial Mobile Radio Service ("CMRS") suppliers, which include cellular phone service companies;

**WHEREAS**, the Board determines that the best way of communicating a request for deployment of Phase I-II 911 enhanced services from CMRS suppliers is through the coordinating efforts of the Michigan Communication Directors Association;

**NOW, THEREFORE, THE BOARD HEREBY FINDS** that the following is the list of wire-based service suppliers currently facilitating emergency telephone calls from within the Service District:





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**ARTICLE 1**  
**AGREEMENT**

1.1: This Agreement made and entered into this 1st day of January, 2001 by and between the 31st. Judicial Circuit Court - Family Division, St. Clair County, herein termed the Employer, and the St. Clair County Board of Commissioners being the Legislative body of said Employer, and the St. Clair County Circuit Court - Family Division Supervisors Association herein termed as the Association.

**ARTICLE 2**  
**PURPOSE AND INTENT**

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

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

**ARTICLE 3**  
**RECOGNITION**

3.1: The Association is hereby recognized by the 31st Judicial Circuit Court, Family Division and the St. Clair County Board of Commissioners as exclusive representative of employees in the following classifications:

Juvenile Detention Center Superintendent  
Juvenile Detention Center Assistant Superintendent  
Day Treatment Night Watch Program Director  
Day Treatment Night Watch Program Assistant Director  
Assistant Director of Juvenile Services  
Probation Staff Supervisor  
Probate Registrar  
Juvenile Registrar

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

**ARTICLE 4**  
**MANAGEMENT RIGHTS**

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

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

D. The Association acknowledges the practice of following the provisions of the Juvenile Court Manual, prescribing in detail the standards of operation prescribed for the orderly and required management of the Juvenile Court. It is further understood that the Juvenile Court Manual may from time to time require revision due to changes in federal and/or state laws and regulations.

**ARTICLE 5**  
**AGENCY SHOP**

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

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

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

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

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

5.6: The Employer, upon receipt of said notice and request for deduction, shall act pursuant to this Agreement. In the event of compliance at any time prior to deduction, the request for deduction will be withdrawn. The Association, in enforcing this provision, agrees not to

discriminate between Association members. The Association will defend and indemnify the Employer against all liability the Employer may incur by reason of deductions made pursuant to this paragraph.

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

**ARTICLE 6**  
**ASSOCIATION REPRESENTATION**

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

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

**ARTICLE 7**  
**GRIEVANCE PROCEDURE**

7.1: A grievance shall be defined as an allegation of misapplication, misinterpretation or disregard of any provision of this Agreement.

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

7.3: A non-economic grievance shall be defined as any grievance affecting the administrative language of this Agreement, excluding the administration of economic benefits.

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

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

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

7.7: An employee may appeal the decision of the non-economic grievance to the Presiding Circuit Court Judge of the Family Division for a final and binding decision.

**ARTICLE 8**  
**SENIORITY**

8.1: An employee shall have seniority from their most recent date of full time continuous hire for the purpose of the computation of applicable fringe benefits and application of all terms and conditions provided by this Agreement.

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

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

**ARTICLE 9**  
**LOSS OF SENIORITY**

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

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

**ARTICLE 10**  
**DISCHARGE AND DISCIPLINE**

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

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

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

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

**ARTICLE 11**  
**EMPLOYEE RECORDS REVIEW**

11.1: In accordance with all applicable statutes an employee shall have the right to review the content of their employee personnel file.

11.2: The employee may inquire into disciplinary actions taken against the employee provided in the Employers record. The Employer shall provide an inventory of all disciplinary items on record, defining these actions by circumstance and date. Be it provided, however, that the employee's

statutory rights to review such records are not hereby waived.

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

**ARTICLE 12**  
**NEW CLASSIFICATIONS**

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

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

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

**ARTICLE 13**  
**WORKING HOURS**

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

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

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

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



**ARTICLE 14**  
**LEAVE OF ABSENCE**

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

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

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

14.2: 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.

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

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

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

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

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

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

14.9: While on a leave of absence without pay for any reason, the employee accrues no vacation time, sick days, retirement credit, or gain from any other fringe benefit. An employee on a leave of absence receiving salary continuation by way of long term disability insurance shall be considered to be on a leave with pay. An employee eligible for short term disability but with insufficient accrued days to continue salary during the first twenty (20) working days of absence shall be considered to be on a leave with pay for purposes of computing fringe benefits.

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

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

**ARTICLE 15**  
**WORKER'S COMPENSATION**

15.1: All employees shall be subject to the St. Clair County's Worker's Compensation Plan.

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

15.3: In the event of an alleged injury, the supervisor shall immediately contact the Human Resources Department.

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

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

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

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

**ARTICLE 16**  
**ASSOCIATION BULLETIN BOARD**

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

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

**ARTICLE 17**  
**RETIREMENT**

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

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

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

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

<u>Years of Service</u>	<u>Annual Multiplier</u>
1 through 10	1.75%
11 through 19	2.00%

20 through 24	2.00%
25 and above	2.40%

Upon attaining the twentieth (20th) year, the multiplier shall be retroactive to the first year. The multiplier maximum accrual shall not exceed sixty-nine and six tenths (69.6%) percent. Effective January 1, 2000, the multiplier shall increase to but not exceed seventy-five (75%) percent at thirty-one (31) years and three (3) months.

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

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

17.7: Effective January 1, 2000, retirement shall be computed on the base salary only and where applicable, service recognition, and shall not include compensation from:

- a. Overtime,
- b. Compensatory time payoff,
- c. Sick day accrual payoff upon separation from employment for any reason.

#### **ARTICLE 18**

##### **EDUCATIONAL REIMBURSEMENT**

18.1: 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.

18.2: 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.

18.3: Approval of the request for reimbursement shall be contingent upon available funding, the relevancy of the course to the employee's job, and the employee obtaining a passing grade in the course. The presiding Circuit Court Judge of the Family Division 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 18.4. Presiding Circuit Court Judge of the Family Division approval, if granted, must be in writing and shall stipulate the extent of tuition, fees, and/or supplies to be reimbursed. The request shall be considered to be denied in the absence of written approval.

18.4: Reimbursement shall not exceed five hundred (\$500.00) dollars per course. Reimbursement shall be provided only upon obtaining a passing grade.

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

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

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

## **ARTICLE 19**

### **HEALTH, LIFE AND DENTAL CARE**

19.1: Each full time employee shall be eligible to participate in the 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
- FAE - RC Emergency Room
- VCA - 80 - Optical
- VST - Voluntary Sterilization
- HCB-1 - Hospice Care
- RPS - Routine Paps Smear
- RM - Routine Mammogram
- PSA - Prostate Specific Antigen Screen
- HC - Hearing Care

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

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

- a. Employees hired on or after January 1, 1986 shall pay 100% of FC, SD, and/or Medicare 2-1 riders plan costs.
- b. Employees hired prior to January 1, 1986 who do not enroll dependents on the FC,SD and/or Medicare 2-1 riders until after February 24, 1988 shall pay 50% of the rider plan costs and the County shall pay 50% of the rider plan costs.
- c. Employees hired prior to January 1, 1986 with enrolled dependents shall not pay any of the FC, SD and/or Medicare 2-1 riders plan costs. Be it provided, however, that enrollment changes on or after February 24, 1988 shall be subject to the preceding subsection b.
- d. Employee premium cost shall be paid by way of payroll deduction.

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

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/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:

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

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

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

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

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

A. CORE PLAN

- \* Plan 100 50/50 to an annual maximum of \$1,000 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.

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

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

A. OPTION I

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

B. OPTION II

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

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

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

19.9: On an approved leave of absence without pay, the employee may continue plan payment within the provision of



the plan provider policy or forfeit plan eligibility and coverage.

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

**ARTICLE 20**  
**SERVICE RECOGNITION**

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

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

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

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

20.3: Employees with ten (10) or more years of service shall be entitled to a prorated lump sum payment in the event of honorable employment termination, retirement or death in service.

**ARTICLE 21**  
**SICK DAYS AND DISABILITY INSURANCE**

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

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

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

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

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

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

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

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

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

(2/3) of the disabled employee's normal pay before all payroll deductions including taxes and F.I.C.A. Salary continuation shall be for a period of five (5) years. Verification of a continuing medical disability may be required by the County in order to provide salary continuation. Salary continuation shall be offset by benefits derived from the County's retirement plan, social security and/or Worker's Compensation.

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

21.11: The disabled employee shall be ineligible for salary continuation for refusal to accept an offer of work in an economically equivalent classification.

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 (50%) percent of the premium cost.
- B. The County shall require prepayment of all premium costs.

21.13: In the event of an unpaid leave of absence the employee is eligible to purchase health care coverage from the date the leave is unpaid. Be it provided the employee shall be required to pay fifty percent (50%) of the premium cost determined by the County and shall be entitled to purchase health care coverage for a period not to exceed six (6) months.

21.14: The employee shall be entitled to select either of the following as a salary continuation (disability) plan:

A. CORE PLAN

- \* 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 Plan and Option I at the County's group rate.

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

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

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

21.18: An employee on an approved disability leave using sick days, salary continuation or disability insurance shall be subject to all the provisions of Article 14 - Leave of Absence.

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

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

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

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

**ARTICLE 22**  
**VACATIONS**

22.1: Full time employees shall be entitled to vacations as determined by their placement on the following schedule by the Family Court Administrator, or if the Family Court Administrator declines to make a placement, vacation will be based on their actual years of service. In no event will an employee receive vacation time less than their actual years of service permits.

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

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

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

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

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

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

22.7: Upon termination, retirement or death, the employee or beneficiary shall be paid the total accrued

unused vacation days and a prorated payoff of vacation time from their date of separation retroactive to their last anniversary of employment. Be it provided, however, that such payoff of unused days shall not exceed thirty-five (35) days of pay.

**ARTICLE 23**

**HOLIDAYS**

23.1: Full time regular employees are entitled to the Holiday Schedule established by the State Supreme Court Administrator's Office.

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

23.3: In a department which normally works five (5) days a week, Monday through Friday, and a holiday falls on a Saturday, it shall be celebrated on the preceding Friday. When a holiday falls on a Sunday, it shall be celebrated on the following Monday.

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

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

**ARTICLE 24**

**JURY DUTY, SUBPOENA AND WITNESS FEES**

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

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

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

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

reimbursement portion only to the employee with suitable documentation, in a reasonable time and manner.

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

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

**ARTICLE 25**

**MILEAGE ALLOWANCE AND EXPENSE REIMBURSEMENT**

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

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

**ARTICLE 26**

**EMPLOYEE LIABILITY**

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

**ARTICLE 27****WAGES**

<b>January 1, 2001 - 3%</b>	<b>START</b>	<b>6 MOS</b>	<b>1 YEAR</b>	<b>2 YEARS</b>	<b>3 YEARS</b>	<b>4 YEARS</b>
Assistant Juvenile Services Director	\$48,889	\$49,735	\$50,599	\$52,358	\$54,186	\$56,091
Probation Staff Supervisor	\$41,283	\$42,071	\$42,877	\$44,518	\$46,381	\$48,775
Day Treatment Program Supt.	\$44,108	\$44,896	\$45,918	\$47,344	\$49,206	\$50,827
Day Treatment Program Asst. Supt.	\$36,353	\$36,977	\$37,617	\$38,915	\$40,264	\$41,675
Juvenile Center Superintendent	\$46,297	\$47,197	\$48,108	\$49,974	\$51,918	\$53,939
Juvenile Center Assistant Supt.	\$38,423	\$39,128	\$39,876	\$41,376	\$42,933	\$44,555
Juvenile Registrar	\$28,122	\$28,675	\$29,240	\$30,390	\$31,585	\$32,825
Probate Registrar	\$36,784	\$37,483	\$38,192	\$39,646	\$41,158	\$42,725
<b>January 1, 2002 - 3%</b>	<b>START</b>	<b>6 MOS</b>	<b>1 YEAR</b>	<b>2 YEARS</b>	<b>3 YEARS</b>	<b>4 YEARS</b>
Assistant Juvenile Services Director	\$50,356	\$51,227	\$52,117	\$53,929	\$55,812	\$57,773
Probation Staff Supervisor	\$42,522	\$43,334	\$44,163	\$45,853	\$47,772	\$50,238
Day Treatment Program Supt.	\$45,431	\$46,243	\$47,296	\$48,764	\$50,682	\$52,352
Day Treatment Program Asst. Supt.	\$37,443	\$38,086	\$38,745	\$40,083	\$41,472	\$42,925
Juvenile Center Superintendent	\$47,686	\$48,613	\$49,551	\$51,473	\$53,476	\$55,557
Juvenile Center Assistant Supt.	\$39,576	\$40,301	\$41,073	\$42,617	\$44,221	\$45,891
Juvenile Registrar	\$28,966	\$29,535	\$30,117	\$31,302	\$32,532	\$33,810
Probate Registrar	\$37,888	\$38,607	\$39,338	\$40,835	\$42,393	\$44,007
<b>January 1, 2003 - 3%</b>	<b>START</b>	<b>6 MOS</b>	<b>1 YEAR</b>	<b>2 YEARS</b>	<b>3 YEARS</b>	<b>4 YEARS</b>
Assistant Juvenile Services Director	\$51,866	\$52,763	\$53,680	\$55,547	\$57,486	\$59,507
Probation Staff Supervisor	\$43,798	\$44,634	\$45,488	\$47,229	\$49,205	\$51,745
Day Treatment Program Supt.	\$46,794	\$47,630	\$48,715	\$50,227	\$52,203	\$53,923
Day Treatment Program Asst. Supt.	\$38,567	\$39,229	\$39,907	\$41,285	\$42,716	\$44,213
Juvenile Center Superintendent	\$49,117	\$50,071	\$51,038	\$53,017	\$55,080	\$57,224
Juvenile Center Assistant Supt.	\$40,763	\$41,511	\$42,305	\$43,896	\$45,548	\$47,268
Juvenile Registrar	\$29,835	\$30,422	\$31,020	\$32,241	\$33,508	\$34,824
Probate Registrar	\$39,025	\$39,765	\$40,518	\$42,060	\$43,664	\$45,327



**ARTICLE 28**  
**TERM OF AGREEMENT**

28.1: This Agreement shall be in force from the date of execution as evidenced by the signatures of the parties below through and including December 31, 2003

28.2: It shall be the exclusive responsibility, authority and prerogative of the Association to notify the Employer of its desire to amend or modify this Agreement. Such notice shall be made in writing to the Presiding Circuit Court Judge of the Family Division with a copy to the County Administrator/Controller within the period of October 1, 2001 through and including December 31, 2003 or the Association shall be considered to have decertified and the parties shall be prohibited from collective bargaining.

28.3: Should any law now existing or hereafter enacted, or any proclamation, regulation or edict of any state or national agency invalidate any portion of 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.

28.4: Any and all letters of agreement now here to or hereafter attached shall be considered and are part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 11<sup>th</sup> day of APRIL, 2001

FOR THE ASSOCIATION

THE COUNTY OF ST. CLAIR  
MICHIGAN

[Signature]

[Signature]

31st Circuit Court Family  
Division Chief Judge

[Signature]

[Signature]

Chairperson, St. Clair  
County Board of  
Commissioners

[Signature]

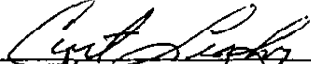
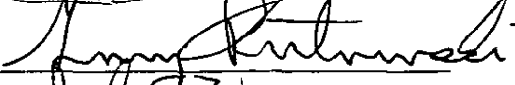
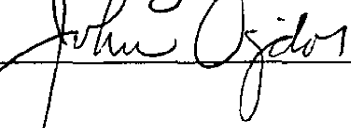
[Signature]  
County Clerk

**LETTER OF UNDERSTANDING  
REGARDING  
ASSISTANT DIRECTOR OF JUVENILE SERVICES/REFEREE PREMIUM**


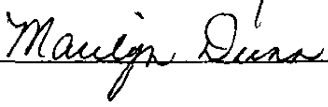
The St. Clair County Circuit Court - Family Division (hereinafter the Court), The County of St. Clair and the Circuit Court - Family Division Supervisors Association, hereby establish and agree concerning the continuation of a premium for Curt Leahy (hereinafter the employee), Assistant Director of Juvenile Services, in recognition of his assignment as a referee, as follows:

1. Effective January 1, 2001, and through the 2001 calendar year, the employee shall be entitled to an annual premium of five thousand seven hundred and sixteen (\$5,716) dollars to be provided in bi-weekly installments along with his regular pay.
  
2. Effective January 1, 2002, through the 2002 calendar year, and January 1, 2003 through the 2003 calendar year, the employee shall be entitled to an annual premium that will compute to the difference between the salary schedule shown in the Collective Bargaining Agreement (CBA) and the salary of the Family Division Attorney Referee, less the amount of Service Recognition payment received by the employees according to Article 20 of the CBA. In the event the salary of the Circuit Court - Family Division Attorney/Referee exceeds in any given year of this Agreement by a across the board percentage greater that the schedule percentage increase of this Agreement, the employee shall be entitled to an additional premium to provide equity based upon the formula in providing the premium in Sections 1 and 2 of this letter. In the event the Family Division Attorney/Referee receives an equity adjustment increase in salary in addition to or in place of an across the board percentage increase that is greater than the annual across the board percentage increase given other non-affiliated employees, the employee premium recited above shall be suspended and the parties to this Letter of Agreement shall meet to discuss an alternative premium.
  
3. The Court shall have exclusive and unilateral right and authority as the Employer to determine the tasks to be assigned to each classification subject to this Collective Bargaining Agreement. In the event the Court determines the Assistant Director of Juvenile Services is not to function as a referee, the employee shall not be entitled to an annual premium.

FOR THE ASSOCIATION

  
 \_\_\_\_\_  
  
 \_\_\_\_\_  
  
 \_\_\_\_\_  
 \_\_\_\_\_  
 DATE: \_\_\_\_\_

FOR THE COURT AND COUNTY

  
 \_\_\_\_\_  
  
 \_\_\_\_\_  
 \_\_\_\_\_  
 DATE: APRIL 11, 2001

**RESOLUTION 01-06**

**ADOPTING COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE COUNTY OF ST. CLAIR COUNTY  
AND  
ST. CLAIR COUNTY CORRECTIONS OFFICERS AND PROFESSIONAL  
EMPLOYEES ASSOCIATION -POAM**

WHEREAS, the St. Clair County Corrections Officers and Professional Employees - POAM 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's Department and,

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

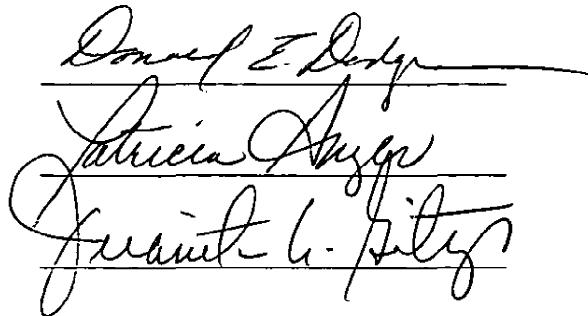
NOW THEREFORE, BE IT RESOLVED, that the Collective Bargaining Agreement (Attached Exhibit "A"), for the period July 1, 2000 through June 30, 2003 is hereby approved and adopted.

Date March 14, 2001

Reviewed and Approved by:



Gary Fletcher  
County Corporation Counsel  
522 Michigan  
Port Huron, MI 48060



**RESOLUTION 01-05**

**MICHIGAN NATURAL RESOURCES TRUST FUND  
CONSTITUTIONAL AMENDMENT PROPOSALS**

**WHEREAS**, the Michigan Natural Resources Trust Fund (MNRTF), has been an extremely important source of grants for significant parks and recreation acquisition and development projects for a period of 30 years, and

**WHEREAS**, the voters of the State of Michigan voted in 1984 to protect the Natural Resources Trust Fund by amending the State Constitution to protect the Trust Fund from the diversion of funds away from the primary program goal of acquiring land for public recreation purposes, and

**WHEREAS**, the St. Clair County Board of Commissioners seeks to maintain the original philosophy of the Trust Fund which is to reinvest the revenues resulting from the sale of non-renewable natural resources, for the purchase of permanent natural resources in the form of public park land, that will benefit ours and succeeding generations of Michigan residents and visitors, and

**WHEREAS**, the St. Clair County Board of Commissioners encourages all interested parties to seek other sources for badly needed parks and recreation development funds,

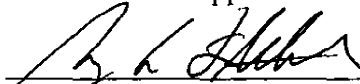
**NOW THEREFORE, BE IT RESOLVED**, that the St. Clair County Board of Commissioners officially adopts a position in favor of the proposed changes to the MNRTF to

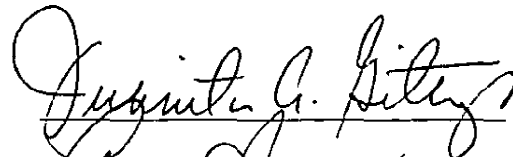
1. Raise the cap on the Trust Fund to \$500,000,000.00.
2. Continue using 1/3 of royalty revenues until the cap is reached by removing the \$200,000,000 provision.
3. Add language permitting the use of equity investments in managing the corpus

**AND BE IT FURTHER RESOLVED**, that the St. Clair County Board of Commissioners officially adopts a position in opposition to the proposal to change the distribution formula that currently limits development grants to a maximum of 25% of the funds to be distributed in a given year.

Dated: February 28, 2001

Reviewed and Approved as to Form by:

  
 \_\_\_\_\_  
 Gary A. Fletcher  
 County Corporation Counsel  
 522 Michigan  
 Port Huron, MI 48060

  
 \_\_\_\_\_  
 Patricia Angler  
 \_\_\_\_\_  
 Paul W. Cimini  
 \_\_\_\_\_

**Resolution 01-04**

**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 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 2001 and 2002:

Effective January 1, 2001

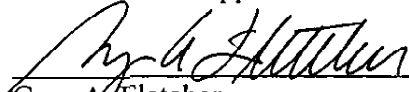
- A. Member, Family Independence Agency \$2,915
- B. Chairperson, Family Independence Agency \$4,303

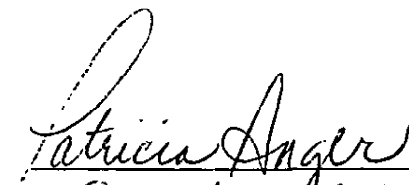
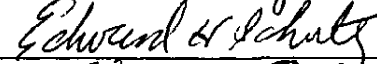
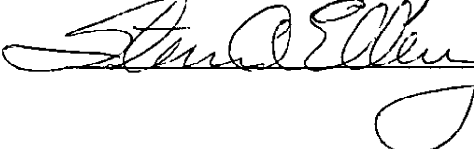
2. Effective January 1, 2002

- 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 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: February 14, 2001

Reviewed and Approved as to Form by:

  
 \_\_\_\_\_  
 Gary A. Fletcher  
 County Corporation Counsel  
 522 Michigan  
 Port Huron, MI 48060

  
 \_\_\_\_\_  
 Patricia Anger  
  
 \_\_\_\_\_  
 Edward W. Schatz  
  
 \_\_\_\_\_  
 Stan O'Brien

**RESOLUTION 01-03**

**Fee for maps in the Lands & Graphics Department**

**WHEREAS**, with the new software and hardware in the St. Clair County Lands & Graphics Department, the office is now able to provide CAD maps to customers, and

**WHEREAS**, this is a new service which this office has not been able to provide before; and

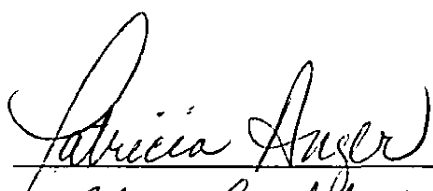
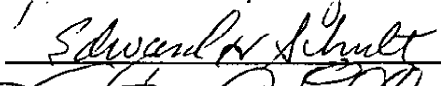
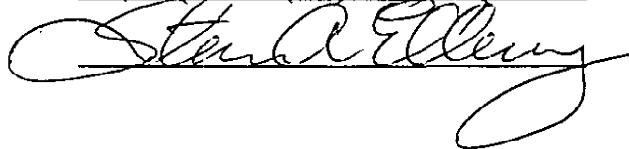
**BE IT RESOLVED**, that the St. Clair County Board of Commissioners approves the fees for the Lands & Graphics Department to provide maps using one of the following three (3) methods:

- 1). The rate schedule labeled "Exhibit A" attached hereto applies to the following classifications:
  - A) For profit corporations and other commercial enterprises
  - B) General Public
  
- 2). 50% of the charges shown on "Exhibit A" attached hereto applies to the following classifications:
  - A) Governmental entities in the following sub-classifications:
    - a) Michigan Municipal Corporations
    - b) Michigan State Agencies
    - c) Departments
    - d) Offices
  - B) Agencies, Departments, and Offices of the United States
  - C) Agencies, Departments, Offices, and Municipal Corporations (or their equivalents) of other States of the United States
  - D) Agencies, Departments, and Offices of foreign governments and their political subdivisions
  - E) Non-Profit Corporations
  - F) Schools, Universities, and Colleges and their students
  
- 3). No Charge for the following classification:
  - A) St. Clair County Agencies, Departments, and Offices

**DATED: February 14, 2001**

Reviewed and Approved by:

  
 \_\_\_\_\_  
 Gary Fletcher  
 County Corporation Counsel  
 522 Michigan  
 Port Huron, MI 48060

  
 \_\_\_\_\_  
  
 \_\_\_\_\_  
  
 \_\_\_\_\_

## **Exhibit A**

### **Paper Copies:**

36" x 48" map - \$15.00/page  
11" X 17" map - \$ 2.00/page  
8 ½" X 11" Faxed maps - \$3.00/page  
8 ½" X 11" or 8 ½" X 14" maps - \$2.00/page

### **Electronic Copies:**

A digital copy of a township or city will be provided for a fee of \$300. Included in that fee is one free file update of the same township or city. The free update is only intended to cover the first new file version available after the purchase of the initial file (usually within 7 months). Also, the digital copy is subject to the terms and conditions of use as stated in "Exhibit B" attached.

## Exhibit B

### TERMS & CONDITIONS OF USE

#### DEFINITIONS:

"Data" includes, but is not limited to, any information provided by St. Clair County whether it be a hard copy, computer file, or any other output.

"St. Clair County" includes, but is not limited to, St. Clair County Agencies, Departments, and Offices

#### TERMS & CONDITIONS:

St. Clair County provides the data within these files or copies for your use "as is." The data may contain bugs, errors and other problems that could cause system failures and is made available with no warranties of any kind. Although our system is periodically scanned for viruses, we recommend that the receiver scan all data for viruses, prior to use.

Information contained in the data cannot be used for any purpose other than the specific purpose for which it is intended in the contract between the sender and receiver. Use of the information in any other manner must be subject to sender's prior written approval.

We gather information from different sources and agencies and most of the data is based on hand-drawn maps. The area depicted by this data is approximate, and is not necessarily accurate to surveying or engineering standards. The data shown here is for illustration purposes only and is not suitable for site-specific decision-making. Data found here should not be used for making financial or any other commitments. St. Clair County provides this data with the understanding that it is not guaranteed to be accurate, correct or complete and conclusions drawn from such data is the responsibility of the user. While effort has been made to ensure the accuracy, correctness and timeliness of materials presented within this data, St. Clair County assumes no responsibility for errors or omissions, even if St. Clair County is advised of the possibility of such damage.

ST. CLAIR COUNTY DOES NOT AND CANNOT WARRANT THE PERFORMANCE, RESULTS, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND/OR ANY OTHER USE WHETHER EXPRESSED OR IMPLIED FOR THE DATA. In no event shall St. Clair County become liable to users of this data, or any other party, for any lost profits, lost savings, or any loss whether it be direct, indirect, special, incidental or consequential damages, including but not limited to time, money or goodwill, arising from the use or modification of the data.

To assist St. Clair County in the maintenance of the data, users shall provide St. Clair County information concerning errors or discrepancies found in using the data. Data enhancements or new layers should be copied and sent to St Clair County. St. Clair County reserves the right to use these enhancements or new layers for the benefit of St. Clair County.

Unless agreed upon, under no circumstances may the data be resold or incorporated into another product for resale. Paper maps produced should list all sources. If anything is used without printing maps, a list is to be kept and submitted to St. Clair County.

Use of the data, in any manner, deems the receiver in acceptance of these terms and conditions. If the terms and conditions are not acceptable, the receiver is to destroy the data immediately and inform the sender. Failure to immediately destroy the data deems acceptance of these terms and conditions of use.



**RESOLUTION 01-03**

**Revising Resolution 00-24**

**Fee for maps in the Lands & Graphics Department**

**WHEREAS**, with the new software and hardware in the St. Clair County Lands & Graphics Department, the office is now able to provide CAD maps to customers, and

**WHEREAS**, this is a new service which this office has not been able to provide before; and

**BE IT RESOLVED**, that the St. Clair County Board of Commissioners approves the fees for the Lands & Graphics Department to provide maps using one of the following three (3) methods:

- 1). The rate schedule labeled "Exhibit A" attached hereto applies to the following classifications:
  - A) For profit corporations and other commercial enterprises
  - B) General Public
  
- 2). 50% of the charges shown on "Exhibit A" attached hereto applies to the following classifications:
  - A) Governmental entities in the following sub-classifications:
    - a) Michigan Municipal Corporations
    - b) Michigan State Agencies
    - c) Departments
    - d) Offices
  - B) Agencies, Departments, and Offices of the United States
  - C) Agencies, Departments, Offices, and Municipal Corporations (or their equivalents) of other States of the United States
  - D) Agencies, Departments, and Offices of foreign governments and their political subdivisions
  - E) Non-Profit Corporations
  - F) Schools, Universities, and Colleges and their students
  
- 3). No Charge for the following classification:
  - A) St. Clair County Agencies, Departments, and Offices

**DATED:**

Reviewed and Approved by:



Gary Fletcher  
 County Corporation Counsel  
 522 Michigan  
 Port Huron, MI 48060

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## Resolution 01-02

**Adopting Collective Bargaining Agreement  
Between  
St. Clair County Juvenile Counselors Association  
And  
31<sup>st</sup> Judicial Circuit Court, Family Division  
And  
St. Clair County Board of Commissioners**

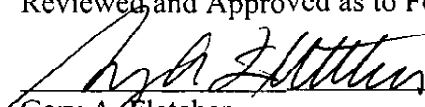
**Whereas**, the St. Clair County Juvenile Counselors Association is recognized by the Michigan Employment Relations Commission and the County of St. Clair as the exclusive representative of certain employees of St. Clair County; and

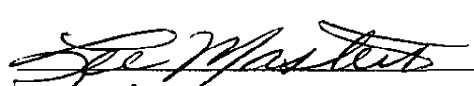
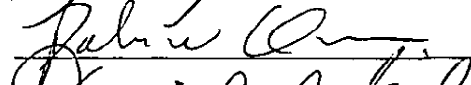
**Whereas**, the parties have collectively bargained mutually acceptable terms and conditions.

**Now, Therefore, Be it Resolved**, that the Collective Bargaining Agreement (Attached Exhibit "A"), for the period January 1, 2001 through December 31, 2004 is hereby approved and adopted.

Dated: January 10, 2001

Reviewed and Approved as to Form by:

  
\_\_\_\_\_  
Gary A. Fletcher  
County Corporation Counsel  
522 Michigan  
Port Huron, MI 48060

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Robin A. Gilly

## Resolution 01-01

**Adopting Collective Bargaining Agreement  
Between  
Association of Professional Employees of the  
St. Clair County Prosecuting Attorney  
And  
St. Clair County Board of Commissioners**

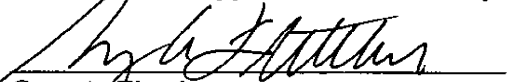
**Whereas**, the Association of Professional Employees of the St. Clair County Prosecuting Attorney is recognized by the Michigan Employment Relations Commission and the County of St. Clair as the exclusive representative of certain employees of St. Clair County; and

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

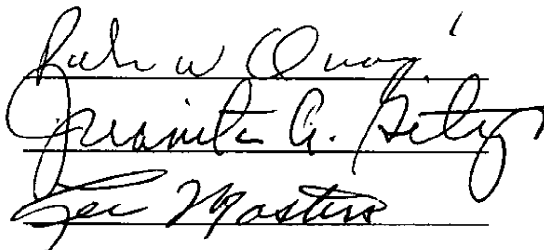
**Now, Therefore, Be it Resolved**, that the Collective Bargaining Agreement (Attached Exhibit "A"), for the period July 1, 1998 through December 31, 2003 is hereby approved and adopted.

Dated: January 10, 2001

Reviewed and Approved as to Form by:



Gary A. Fletcher  
County Corporation Counsel  
522 Michigan  
Port Huron, MI 48060



See Masters