

## RESOLUTIONS 2007

- 07-01 Annual Wage Adjustments Between the County of Ct. Clair Board of Commissioners with the St. Clair County Friend of Court and 31<sup>st</sup> Judicial Circuit Court Family Division Friend of Court employees – SEIU**
- 07-02 Annual Wage Adjustments Between the County of Ct. Clair Board of Commissioners with the St. Clair County Friend of Court and 31<sup>st</sup> Judicial Circuit Court Family Division Friend Juvenile Probation Officers Association**
- 07-03 Commissioner Heidemann’s resolution – was taken off the agenda.**
- 07-04 Authorizing General Obligation Limited Tax Community Mental Health Bonds, Series 2007A and General Obligation Limited Tax Communication System Bonds, series 2007B.**
- 07-05 Annual Wage Range Adjustments between the County of ST. Clair Board of Commissioners and the St. Clair County 31st Judicial Circuit Court Family Division, Family Court and Supervisors Association.**
- 07-06 St. Clair County Board of Commissioners Adoption of County Master Recreation Plan 2007 – 2011**
- 07-07 Vacant – Proposed for the MDOT Plaza, but never put on the agenda.**
- 07-08 Relative to Sale by Sheriff of Unclaimed Stolen Property**
- 07-09 Loss of Federal entitlement Benefits Resolution**
- 07-10 Transportation Economic Development Fund**
- 07-11 St. Clair County Budget Adjustments**
- 07-12 Regarding P. A. 2 (Convention facility/Liquor Tax Funds)**
- 07-13 Submitting proposal for August 7, 2007 Ballot regarding tax levy for Emergency Communication System.**
- 07-14 Imposing 2007 Summer Property Tax Levy pursuant to Public Act 357 of 2004, and Notice of Certification of county Allocated Tax Levy.**
- 07-15 Supporting Approval of Bay Mills Land Claim Settlement**
- 07-16 Annual Implementation Plan of the Area Agency on Aging 2008.**

- 07-17 Collective Bargaining Agreement between the St. Clair County Board of Commissioners and the St. Clair County Sheriff supervisors – COAM.**
- 07-18 Collective Bargaining Agreement between the St. Clair County Board of Commissioners and the St. Clair County Friend of Court Supervisors Association.**
- 07-19 Submit land acquisition grant application for 44.5 acres of property located in Clyde Township known as Camp Woodsong for future development as a county park & commitment of county Millage funds.**
- 07-20 In Support of M-29 Heritage Route Designation.**
- 07-21 Full Faith and Credit for the South Branch of Pine River Drain Drainage District.**
- 07-22 Removal of Emergency Telephone Surcharge with the Passage of Countywide Communications System Millage.**
- 07-23 Loss of State Funding and the Impact on the Services to Citizens of St. Clair County.**
- 07-24 In Support of the County Line Road Non-motorized Pedestrian Path.**
- 07-25 Annual Wage Schedule between the St. Clair County Board of Commissioners and St. Clair County Professional Nurses Assoc-MNA Units I & II**
- 07-26 Approving Cooperative Reimbursement IV-D Program Agreement for the St. Clair County Prosecutor’s office for 2008**
- 07-27 Vacant**
- 07-28 Vacant**
- 07-29 Vacant**
- 07-30 Resolution Opposing Senate Bill (SB) 232**
- 07-31 Annual reversion of Available Fund Balance from other Funds to the General Fund and Subsequent Funds**
- 07-32 Land Acquisition Project Agreement**
- 07-33 Imposing 2007 Winter Property Tax Levy**
- 07-34 Apportioning Taxes for 2007**
- 07-35 Approving Annual wage Adjustments for the County of St. Clair and the County Association of Non-Union Employees (CANUE)**
- 07-36 Establishing Compensation to be paid to members of the SCC Road Commission**

- 07-37 Waiving Investment Interest Earned on Taxes Collected by Local Units**
- 07-38 Establishing Salaries of Specific County Elected Officials and Non-Elected Officials (Failed)**
- 07-39 Relative to "per Diems" for Boards & Commissions**
- 07-40 Appropriation of Senior Citizen Millage Funds For Calendar Year 2008**
- 07-41 St. Clair County 2007 Budget Amendments**
- 07-42 St. Clair County 2008 General Appropriations Resolutions**
- 07-43 Endorsing the SCC Affordable Housing Strategy and the 10-Year Blueprint of the Plan to End Homelessness**
- 07-44 SCC Response to the Draft Environmental Impact Statement for the Blue water Bridge Plaza Study**
- 07-45 Adopting 2008 Special revenue Budgets**
- 07-46 Supporting Senate Bills 410 and 411**
- 07-47 Relative to Annual County At Large Drain Assessments**

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- 07-46 Supporting Senate Bills 410 and 411**
- 07-47 Relative to Annual County At Large Drain Assessments**

RESOLUTION 2007- 47

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 2007 (attached as Exhibit A); 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 \$150,000 for "Drains- Public Benefit" for Fiscal Year 2007;

NOW, THEREFORE, BE IT RESOLVED:

1. That the County At Large Drain Assessment Roll for 2007 is marked as "Exhibit A", attached hereto and made a part hereof by reference.


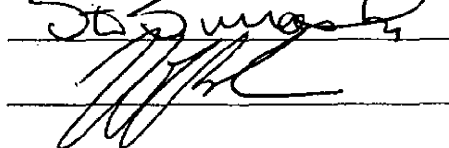
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2. That the Drain Commissioner's County At Large Drain Assessments, totaling \$152,341.56, are hereby approved, and the amounts apportioned therein shall be paid and assessed against the County at Large, according to such apportionment of benefits 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 12, 2007

Reviewed and Approved by:

  
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 St. Clair County Corporation Counsel

  
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**Exhibit A**  
**COUNTY AT LARGE DRAIN ASSESSMENTS 2007**  
**(Drains - Public Benefit)**

Bay	\$ 700.75	Leonard	\$ 493.99
Belle River IC	1,316.72	Lindsay	776.06
Black	63.11	Lynn Mussey State IC	242.40
Blackney & Brs	231.39	Marsh	235.50
Blue River Gardens	9,066.06	McCormick & Brs	46.97
Brace & Ext	998.40	McGeorge & Brs	7,550.13
Brandywine	83.81	McGregor	151.42
Brennan	171.47	McLane	77.11
Bricker	512.31	McLaren, Popplewell & PR	46.53
Burdie	63.11	Metcalf	1,624.12
Burt	47.70	Milwaukee Creek	959.39
Butler	224.47	Moak & Br#1	84.14
Cameron	68.37	Moore & Br#1	6,109.00
Chartier	688.88	Mudcat & State IC	142.40
Clippert	23.00	Nelson	1,011.59
Columbus & St Clair	21.04	Newland IC	2,447.30
Conniff	798.36	No. 12	44.38
Cooper	574.81	No. 207	432.35
Cox (City of St Clair)	84.14	No. 209 Storm Sewer	3,872.05
Crocker	49.00	O'Dette	1,327.07
Crowley	23.00	Omar	167.21
Dana	25,174.51	Parker-Clay	9.02
Ditchler	113.09	Parks	124.20
Dixie Park Plat	181.26	Peters	215.53
Doe Creek, Br#1 & Ext	1,217.50	Plant & Ext	206.71
East Br Walker	335.29	Plum Creek & Br	1,462.50
Endress	937.50	Potter	42.07
Eschenburg	409.15	Purtell	497.94
Eves & Ext	2,367.41	Quin	536.59
Fitten	101.53	Raymo No. 2	92.71
Foley Br #1	92.68	Read	386.56
Fraser & Brs	325.38	Richmond-Columbus IC	209.40
Gleason & Brs	164.39	River Ridge Br of Jordan Crk	356.89
Glyshaw	602.19	River Ridge Br of Meno	1,043.03
Gorman	95.26	Robbins	10,738.89
Graves	104.53	Routley	895.28
Hannah	527.72	Scheffler & Brs	4,304.55
Hathaway & Brs	5,875.28	Schneider-China Twp	571.19
Hopps & Br#1	187.38	Seidel & Br	7.66
Howe Brandy Br#1 & Br A	293.93	Sharrard-Burgess & Brs	698.94
Jackson Creek IC	6,968.75	Sheehy	692.47
Johnson	1,875.34	Smith-Cottrellville Twp	2,748.58
Jordan Creek & Ext	1,046.21	Smith-Mussey	534.04
Kells	155.82	South Br Pine River	11,843.31
Kenney	76.21	Stevenson	317.93
Kenockee & Clyde	338.71	Stuever	95.26
Kimball	375.05	Swartout, Branch No. 1	9,643.05
Kingsley	189.96	Swartout	845.00
Kreusel	156.23	Sykes	674.81
Lemon	286.02	Talmadge	662.53

**Exhibit A**  
**COUNTY AT LARGE DRAIN ASSESSMENTS 2007**  
**(Drains - Public Benefit)**

Teets	\$ 143.89	Walters	\$ 76.21
Thody & Br	141.90	Weitzig	194.49
Thompson-FG Twp	1,038.84	Whalen	712.00
Townline of Ira	123.02	Wheeler Road	1,298.75
Trott	820.81	Willoughby-Toman IC	1,928.99
Troy	8.88	Wilson	62.61
24th & Bancroft	41.74	Wolf #2	144.06
Volmer Br & Ext	923.44		
			<u>totals \$152,341.56</u>

**RESOLUTION 07-46**

**Resolution to Encourage Members of the Michigan Legislature to Support 9-1-1 in Michigan by Acting in a Timely and Collaborative Manner by Supporting Senate Bills 410 and 411**

**WHEREAS**, the St. Clair County Board of Commissioners encourages members of the Michigan Legislature to support 9-1-1 in Michigan by acting in a timely and collaborative manner by supporting Senate Bills 410 and 411; and

**WHEREAS**, the Michigan 9-1-1 Service is enabled and governed by P.A 32 of 1986 and its subsequent amendments, the Emergency Telephone Service Enabling Act; and

**WHEREAS**, the Michigan 9-1-1 Public Safety Answering Points (PSAPs) need support that can only be facilitated through legislative changes that keeps pace with developing technology; and

**WHEREAS**, Senate Bills 410 and 411 have been introduced in the Michigan Legislature to amend Public Act 32 of 1986 entitled the "Emergency Telephone Service Enabling Act," and

**WHEREAS**, the development behind Senate Bills 410 and 411 took over 18-months of bi-partisan work between representatives of the 9-1-1 Service providers and users; and

**WHEREAS**, the legislation provides a stable funding source for the counties to support their operational levels of services for 9-1-1 to its residents; and

**WHEREAS**, the legislation has a mechanism in place that provides the necessary checks and balances to ensure revenues generated are used for authorized expenditures for 9-1-1 services; and

**WHEREAS**, we believe the enactment of these two bills will provide the level of safety and service that our communities deserve.

**THEREFORE BE IT RESOLVED**, that the St. Clair County Board of Commissioners does hereby go on record in support of Senate Bills 410 and 411.

**DATED: December 12, 2007**

Reviewed and Approved as to form by:

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

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**RESOLUTION 07-45**

**ADOPTING 2008 SPECIAL REVENUE FUNDS BUDGETS AND AMENDING THE 2007 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 2007 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


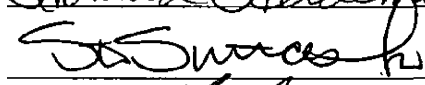
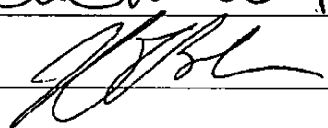
**WHEREAS**, in the 2007 General and Special Revenue Funds budgets the revenues and expenditures totals should be amended as recommended by the Administrator/Controller (attached as Exhibit "B").

**NOW, THEREFORE BE IT RESOLVED**, that the above recommended 2008 Special Revenue Funds Budgets be adopted and the 2007 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 12, 2007**

Reviewed and Approved as to form by:

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

  
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**RESOLUTION 07-44**

**ST. CLAIR COUNTY RESPONSE TO THE DRAFT ENVIRONMENTAL IMPACT STATEMENT FOR THE BLUE WATER BRIDGE PLAZA STUDY**

**WHEREAS**, the Blue Water Bridge crossing between the U.S. and Canada is a critical economic link for both countries and security improvements at the plaza are a necessary and viable objective; and

**WHEREAS**, the Michigan Department of Transportation (MDOT) and the Federal Highway Administration (FHWA) have published a Draft Environmental Impact Statement (DEIS) for the Blue Water Bridge Plaza Study which is dated August 10, 2007, with public comment being accepted from August 10 through December 10, 2007; and

**WHEREAS**, the DEIS must comply with relevant sections of the National Environmental Policy Act (NEPA) and its implementing regulations, as well as several other state and federal environmental laws; and

**WHEREAS**, all three of the practical alternatives studied in detail in the DEIS (including the preferred alternative) would inflict massive negative impacts on the County of St. Clair, including the City of Port Huron and the surrounding townships; and

**WHEREAS**, St. Clair County staff and affiliates have reviewed the DEIS and provided the St. Clair County Board of Commissioners with an extensive report on their assessment.

**NOW, THEREFORE, BE IT RESOLVED** that the St. Clair County Board of Commissioners hereby declares:

1. The DEIS fails to provide full public disclosure of impacts, does not adequately justify the project's costs/negative impacts, does not evaluate a reasonable range of alternatives, and does not provide adequate mitigation for the massive negative impacts which are anticipated. Details regarding these shortcomings are provided in our official comment letter which is attached to this resolution.
2. Improvements to the I-69/I-94 corridor (including repairs to the Black River Bridge) should be evaluated in separate environmental document as previously planned by MDOT. It is not acceptable to delay improvements to this corridor while issues related to the bridge plaza are studied and debated.
3. The proposed 65-acre size of the plaza facility is not justified based on the information presented in the DEIS. Another alternative with reduced size needs to be evaluated in detail and compared to the three practical alternatives presented in the DEIS.
4. A supplemental DEIS is needed to address the shortcomings of the present DEIS and to assure that there is full disclosure/adequate opportunity for public comment at this stage in the process. It is not acceptable for our concerns to be addressed only in the Final Environmental Impact Statement.

**BE IT FURTHER RESOLVED** that copies of this resolution be sent to Governor Jennifer Granholm, Congresswoman Candice Miller, U.S. Senator Debbie Stabenow, U.S. Senator Carl Levin, Senator Jud Gilbert, Representative Daniel Acciavatti, Representative Phillip Pavlov, and Representative John Espinoza.

**Adopted: December 5, 2007**

Reviewed and Approved As To Form By:

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

Three handwritten signatures are present over horizontal lines. The top signature is a large, stylized cursive signature. The middle signature is a cursive signature that appears to read 'Debbie Stabenow'. The bottom signature is a cursive signature that appears to read 'John Espinoza'.



# COUNTY OF ST. CLAIR

Office of the Administrator/Controller

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VISION: We are the leader in innovative, customer-centered government.

MISSION: To continually improve public services that enhance the community for citizens and future generations of St. Clair County.

December 5, 2007

Mr. Bob Parsons  
Public Hearings Officer  
Michigan Department of Transportation  
PO Box 30050  
Lansing, MI 48909

**Re: Blue Water Bridge Plaza and Corridor Projects - Executive Summary of Review and Mitigation Issues**

Dear Mr. Parsons:

The St. Clair County Board of Commissioners and Administration acknowledge that improvements to the Blue Water Bridge Plaza and the existing corridor are necessary to enhance traffic flow and security at this critical border crossing. These projects will permanently alter our community and we have the obligation to the citizens of this County to mitigate any anticipated adverse impacts. Therefore, we have worked diligently with the County departments/agencies and the municipalities affected (including the City of Port Huron, Charter Township of Port Huron and the Charter Township of Fort Gratiot) to come to agreement on the impacts of these projects. Although each of the government entities has individual concerns about the plaza and corridor projects, we have come to a consensus on many issues, which will be outlined in this summary.

In our collaborative effort with the City of Port Huron, Township of Fort Gratiot and the Township of Port Huron, it has been agreed that the City of Port Huron shall act as the lead agent. However, each entity shall submit a listing of their concerns, questions and comments directly to Michigan Department of Transportation (MDOT). It is also the consensus of local government agencies that MDOT has failed to provide sufficient answers in the Draft Environmental Impact Statement (DEIS). The DEIS does not provide full public disclosure of impacts, does not adequately justify the project's costs/negative impacts, does not evaluate a reasonable range of alternatives and does not provide adequate and definitive mitigation for the negative impacts that are expected.

Over the course of the year and since the release of DEIS from MDOT and the Federal Highway Administration, St. Clair County departments and agencies have compiled a series of questions and concerns (attached as Exhibit A) that will need to be addressed by MDOT.

In addition to the questions/comments provided to MDOT in Exhibit A, there are several mitigation priorities that were identified by our collaboration with the other municipalities. They are outlined below:

1. The improvements to the I-69/I-94 corridor, including the Black River Bridge, must be evaluated as a separate project as previously planned by MDOT. It is imperative that we do not delay the corridor project while the plaza is being evaluated and debated. All communities agree that the plaza and the corridor projects must be separate projects.
2. The structures throughout the projects (plaza and corridor) will need to reflect the unique characteristics of the host communities. We will need input and assurances that the retaining and security walls will be aesthetically pleasing. The construction will need to soften the impact of the walls and enable the site to become a community asset. We need to have an architectural WOW!
3. There must be a definite plan on where to locate the livestock/plant inspection and quarantine facility. What are the facility plans for holding livestock? How will animal waste be disposed? Is there a quarantine facility in the plaza? If so, where is it located? If not, how will infected or diseased animals be handled?
4. Relocation of the Welcome Center that would allow easy access to return to the City of Port Huron and the Township of Fort Gratiot. As currently proposed, traffic exiting the Welcome Center would have no other option except to head in the westbound direction and would have to travel approximately 12-14 miles to return to the Blue Water Area. Travelers from both directions should have the ability to access the Welcome Center and view the opportunities and assets in the Blue Water Area. The project design must not act as an impediment to accessing those community assets. Therefore, we request that the Welcome Center be located in the center median of the I-69/I-94 Corridor. We fully understand that having the center median would require the posted speed limit to be lowered to 55 miles per hour.
5. Sufficient ingress/egress must be provided in the construction zone for emergency routes for law enforcement, fire and EMS. The primary hospitals are south of the construction zone and there are numerous businesses and facilities, such as nursing homes, north of the construction zone. We cannot jeopardize the response time of our emergency responders. We need to see plans and designs for multiple

points of access for emergency responders to the hospitals, senior living facilities, and evacuation routing in general through the footprint of the plaza accommodating users that may be north of the plaza.

6. We need our federal and state legislators to publicly voice their opinions on these projects, including draft, design and submit public comments.
7. It is necessary for MDOT to officially recognize the M-25 alternate route and work with the local road agency to contribute the resources necessary for long-term maintenance of this alternate route.

City of Port Huron, Township of Fort Gratiot, Township of Port Huron and the County of St. Clair, as host communities to the plaza and corridor projects, have identified a number of items that will be required. The host community requirements are as follows:

1. It is clear that City of Port Huron, County of St. Clair and the local school districts will lose revenue as a result of the Blue Water Bridge Plaza project. There are property tax revenues, income tax revenue, personal property tax revenues, State revenue sharing, utility revenues, water/sewer revenues, etc. All of these revenue losses will have a significant impact on our communities. Since the magnitude of these losses are so severe, the entities that have an interest must be supplied a permanent revenue stream to lessen the impact. We are requesting a payment in lieu of taxes (PILOT) in the form of an increase in the bridge crossing tolls and the revenues of said increase be directed to the City of Port Huron, County of St. Clair, and school districts and any other taxing jurisdiction. This PILOT should completely cover all tax revenue losses as well as any additional costs the municipalities may incur in the form of additional emergency responder duties, such as policy, fire, EMS, HAZMAT, etc.
2. A supplemental DEIS is needed to address the shortcomings of the present DEIS and to assure that there is full disclosure/adequate opportunity for public comment at this stage in the process. It is not acceptable for our concerns to be addressed only in the Final Environmental Impact Statement. Once the supplement DEIS is released, there must be opportunity for another 60-day public comment review period.
3. It will be necessary to have a non-motorized crossing over the Black River and tying it into a route connecting the Township Park with Edison Parkway.

4. MDOT will need to include the construction of the Visitor's Center immediately adjacent to the plaza with access from all directions. There must be significant signage to ensure that motorist will have a clear view of this facility from all directions.
5. MDOT representatives have made a general statement that the agency will work with local communities and citizens in order to identify possible state and federal resources. However, there were no concrete assurances outlined in the DEIS. We would like to ensure that the Community Assistance Team (CAT) will meet with each of the affected communities to provide various tools and incentives that will enhance long-term economic development plans. Further, strict application of and adherence to existing program guidelines must be relieved. CAT team members must be provided with the flexibility to work with the community in developing creative solutions to the unique situation we find ourselves in.

The communities require CAT support in obtaining various grants for project, such as:

- a. the sewer separation project in the City of Port Huron;
- b. retraining of workforce through RESA and/or school districts;
- c. rehabilitation of the McMorran Plaza;
- d. emergency and first responder equipment and training for all local jurisdictions; and
- e. revitalization of the M-25 corridor both north and south of the plaza.

The preferred alternative that MDOT is proposing will have an enormous impact on the community and the future of our community. Therefore, MDOT's commitment to the economic security of our community must be proportionate.

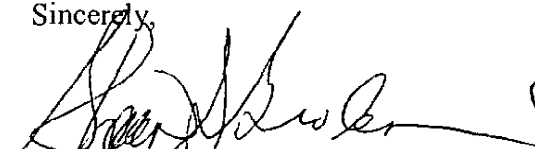
6. Off-site improvements to section of M-25 from Pine Grove to Fort Gratiot Business District (Birchwood Mall) must be made in order to maintain efficient traffic flow in the surrounding areas, as follows:
  - a. synchronization of lights from Business Route I-94 at Oak to Metcalf Road;
  - b. Base line study of travel time from Oak to Metcalf Road, as well as regular (every year) evaluation of the same with resulting changes to light synchronization and access management strategies;
  - c. lane expansion, including one lane northbound and one lane southbound, from the plaza north to Krafft Road.
  - d. expansion and safety improvements of the M-25 Black River Bridge, including amendments to the weight limitations if necessary; and

- e. planning and implementation of access management strategies from the plaza north to Metcalf Road.

St. Clair County's commitment to providing full public disclosure of the impact of these projects is unwavering. The DEIS provided by MDOT does not provide satisfactory impacts and we require MDOT to review and answer the questions outlined in Exhibit A. Once a supplemental DEIS is released, we will require at least another 60-day review period to provide additional public comments.

If you would like to meet with us on any of the issues, please do not hesitate to contact us.

Sincerely,



Shaun S. Groden  
Administrator/Controller



Wallace Evans, Chairperson  
Board of Commissioners

Enclosures

Cc: The Honorable Candice Miller  
The Honorable Debbie Stabenow  
The Honorable Carol Levin  
The Honorable Jud Gilbert  
The Honorable Daniel Acciavatti  
The Honorable Phillip Pavlov  
The Honorable John Espinoza  
City of Port Huron  
Township of Fort Gratiot  
Township of Port Huron

**RESOLUTION 07-43**

**Endorsing the St. Clair County Affordable Housing Strategy and the 10-Year Blueprint of the Plan to End Homelessness**

WHEREAS, the State of Michigan has made a commitment to end homelessness within the next ten years; and

WHEREAS, homelessness is a condition that affects the entire community and traverses all cultures; and

WHEREAS, approximately 2,400 renter households, or 18.6% of all households in St. Clair County, live with worst case housing needs; and

WHEREAS, between 2000 and 2005, the number of renter households spending more than 30% of their income on housing increased by 120% and the number of homeowner households spending more than 30% of their income on housing increased by 114%; and

WHEREAS, 59% of workers in St. Clair County were employed in industries that did not manage to increase wages at a faster pace than inflation; and

WHEREAS, local housing service providers must expand their capacity in providing services and assistance and must work cooperatively to address homelessness and affordable housing; and


WHEREAS, the prevention of homelessness is directly tied to increasing and enhancing affordable housing in St. Clair County and will require local housing stakeholders to employ newer, more innovative strategies and policies; and


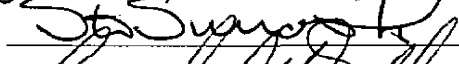
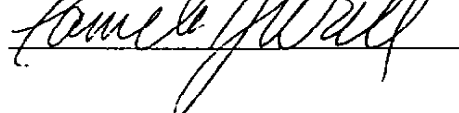
WHEREAS, the St. Clair County Affordable Housing Strategy and the 10-Year Blueprint of the Plan to End Homelessness must be jointly implemented, endorsed, and supported by all partnering agencies.

NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners does hereby endorse and support the joint implementation of the St. Clair County Affordable Housing Strategy and the 10-Year Blueprint of the Plan to End Homelessness.

**RESOLUTION DECLARED ADOPTED: December 12, 2007**

Reviewed and Approved As To Form By:

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



**RESOLUTION 07-42**

**ST. CLAIR COUNTY 2008 GENERAL APPROPRIATIONS RESOLUTION**

WHEREAS, the Uniform Budgeting and Accounting Act, Public Act 621 of 1978, as amended, requires that each local unit of government adopt a balanced budget for certain funds; and

WHEREAS, the County Administrator/Controller has considered the needs of the various department contained in the budget and has proposed a budget to the Board of Commissioners' as required by statute; and

WHEREAS, the Board of Commissioners' has received the proposed budget and have made recommendations for modification to the Administrator/Controller; and

WHEREAS, the Board of Commissioners' has held the required Public Hearing regarding the proposed budget: and

WHEREAS, the Board of Commissioners' annually adopts a budget and authorizes appropriations subject to the conditions set forth in its annual General Appropriations Resolution: and

WHEREAS, the budget contains anticipated revenues and expenditures from various grant programs, which will also require approval of agreements with granting agencies at various times during the fiscal year.

THEREFORE BE IT RESOLVED, that the 2008 St Clair County General Fund Budget, as attached and marked "Exhibit A" is hereby adopted on a basis consistent with the Public Act 621 of 1978, as amended,

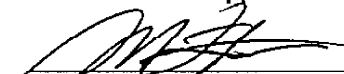
BE IT FURTHER RESOLVED, that the revenues received by the County under Public Acts 106 and 107 of 1985 (Convention Facility Tax revenue) shall not be used to reduce the County's operating millage as defined by Public Act 2 of 1986 and that 50% of the actual Convention Facility Tax revenue not used to reduce the County's operating tax rate will be transferred to the Substance Abuse Fund with the remaining revenues to be deposited in the General Fund.

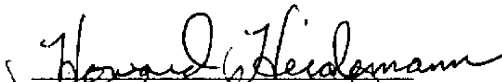
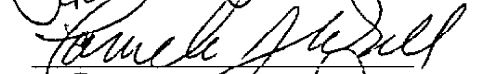
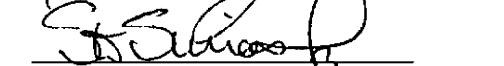
BE IT FURTHER RESOLVED, that the revenues received by the County under Public Act 264 of 1987 (Health and Safety Fund Act) shall not be used to reduce the County's operating millage and that 12/17 of the actual revenues will be appropriated for public health prevention programs, and 5/17 of the actual revenues will be appropriated for jail facilities, in accordance with the Act.

BE IT FURTHER RESOLVED, that the adopted budget is based on current estimates of revenues and expenditures, and that the Board of Commissioners', upon recommendation by the Administrator/Controller, may find it necessary to adjust budgeted revenues and expenditures from time to time during the year.

Dated: November 28, 2007

Reviewed and Approved As To Form By:

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

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
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**ST. CLAIR COUNTY**  
**2008 GENERAL FUND**  
**BUDGETED CHANGES TO AVAILABLE FUND BALANCE**

11/28/2007

Estimated Available Fund Balance at December 31, 2007	\$	7,934,118
Add: 2008 Budgeted Revenues		58,166,313
Less: 2008 Budgeted Expenditures		<u>58,166,313</u>
Estimated Available Fund Balance at December 31, 2008	\$	<u><u>7,934,118</u></u>

**ST. CLAIR COUNTY**  
**PROPOSED 2008 GENERAL FUND BUDGET**

11/28/2007

**REVENUES**

<b>DEPT.#</b>	<b>DEPARTMENT</b>	<b>2008 PROPOSED</b>
<b><u>130 Judicial</u></b>		
131	Circuit Court	138,672
136	District Court	2,899,476
138	Courthouse Security	45,000
141	Friend of Court	2,208,299
	Incentive Payments	240,562
	FOC - JASP	30,892
145	Law Library	6,500
148	Probate Court	263,926
149	Family Division-Circuit Court	172,267
		<u>6,005,594</u>
<b><u>170 General Government</u></b>		
191	Elections	16,000
215	Clerk	757,000
225	Equalization	264,500
229	Prosecuting Attorney	313,610
	Drug Forfeitures	10,000
	Child Protective Investigations - Title IV-E	18,000
231	Victims Rights	61,000
236	Register of Deeds	843,600
253	County Treasurer	43,002,703
257	Cooperative Extension	500
	Co-op. Ext. - 21st Century Grant	45,000
	Co-op. Ext. - Great Start Grant	24,000
	Co-op. Ext. - Head Start Grant	5,100
	Co-op. Ext. - 4-H Programming	1,200
259	Information Technology	25,000
275	Drain Commissioner	264,289
		<u>45,651,502</u>
<b><u>300 Public Safety</u></b>		
301	Sheriff	1,519,287
	Secondary Road Patrol	200,367
	Michigan Drive Safely Task Force	80,000
320	Criminal Justice Training Grant	15,000
325	Communications/Radio	751,654
	Communications Training Grant	10,000
331	Marine Law Enforcement	230,288
351	Corrections/Jail	2,239,817
	Inmate Billing	200,000
	Probation Resident Services	430,400
	Substance Abuse Treatment Grant	40,904

<u>DEPT.#</u>	<u>DEPARTMENT</u>	<u>2008 PROPOSED</u>
	<b><u>Public Safety - Continued</u></b>	
426	Emergency Preparedness	30,000
	Annual Breakfast	10,000
	04 Solutions Planning Grant	150,000
428	Hazardous Materials Handling	3,000
430	Animal Shelter	443,500
		<u>6,354,217</u>
	<b><u>600 Health and Welfare</u></b>	
	Medical Examiner	10,000
661	Public Guardian	100,000
	Veterans Lapeer Contract	45,000
		<u>155,000</u>
	<b>Total Revenues</b>	<u><u>58,166,313</u></u>

**ST. CLAIR COUNTY**  
**PROPOSED 2008 GENERAL FUND BUDGET**

11/28/2007

**EXPENDITURES**

<b>DEPT.#</b>	<b>DEPARTMENT</b>	<b>2008 PROPOSED</b>
<b><u>100 Legislative</u></b>		
101	Board of Commissioners	225,871
103	Other Legislative Activities	1,410,395
	<b><u>Appropriations to other Funds:</u></b>	
	Road Commission	-
	Health Department	2,748,275
	Child Care - Probate	4,140,423
	Child Care - Welfare	440,000
	Family Independence Agency	244,750
	Airport	159,099
	Retirement Fund	16,895
	Public Improvement	393,330
	Planning	416,766
	Brownfield Redevelopment	12,600
	Community Development Block Grant	10,000
	Administrative Building Debt Fund	832,383
		<u>11,050,787</u>
<b><u>130 Judicial</u></b>		
131	Circuit Court	2,088,358
136	District Court	2,546,533
138	Court Security	602,345
141	Friend of Court	2,757,988
	FOC - JASP	92,676
145	Law Library	5,000
148	Probate Court	810,007
149	Family Division-Circuit Court	2,165,859
151	Adult Probation	13,733
153	District Court Probation	639,166
		<u>11,721,665</u>
<b><u>170 General Government</u></b>		
172	Administrator/Controller	413,207
191	Election	212,118
201	Accounting	435,450
215	Clerk	916,245
225	Equalization	956,197
226	Human Resources	599,657
229	Prosecuting Attorney	2,573,537
	Drug Forfeitures	10,000
	Child Protective Investigations - Title IV-E	5,000
231	Victims Rights	10,800
233	Purchasing	205,594
236	Register of Deeds	304,273

DEPT. #	DEPARTMENT	2008 PROPOSED
<b><u>General Government - Continued</u></b>		
244	Boundary Commission	200
253	County Treasurer	523,126
257	Cooperative Extension	357,567
	Co-op. Ext. - 21st Century Grant	45,000
	Co-op. Ext. - Great Start Grant	24,000
	Co-op. Ext. - Head Start Grant	5,100
	Co-op. Ext. - 4-H Programming	1,200
259	Information Technology	2,677,308
265	Buildings and Grounds	1,975,301
	FIA Building Lease Maintenance	769,882
	Jail/Juvenile Facility Maintenance	577,929
275	Drain Commissioner	706,769
289	Motor Pool	10,500
		<u>14,315,960</u>
<b><u>300 Public Safety</u></b>		
301	Sheriff	6,217,708
	Secondary Road Patrol	200,367
	Michigan Drive Safely Task Force	80,000
320	Criminal Justice Training Grant	15,000
325	Communications/Radio	1,238,401
	Communications Training Grant	10,000
331	Marine Law Enforcement	306,717
334	Dive Team	25,229
351	Corrections/Jail	9,397,401
	Inmate Billing	125,796
362	Other Correctional Activities	430,400
	Probation Resident Services	-
	Substance Abuse Treatment Grant	40,904
426	Emergency Preparedness	388,031
	Annual Breakfast	10,000
428	Hazardous Materials Handling	36,531
430	Animal Shelter	411,546
		<u>18,934,031</u>
<b><u>440 Public Works</u></b>		
445	Drains - Public Benefit	150,000
<b><u>600 Health and Welfare</u></b>		
648	Medical Examiner	268,503
649	Mental Health	955,672
661	Public Guardian	255,996
681	Veteran's Burial	21,300
682	Veteran's Counselor	206,399
689	Soldiers and Sailors Relief	1,000
	Veteran's Lapeer Contract	35,000
		<u>1,743,870</u>

<u>DEPT. #</u>	<u>DEPARTMENT</u>	<u>2008 PROPOSED</u>
<b>850 Other Functions</b>		
890	Contingencies	<u>250,000</u>
	<b>Total Expenditures</b>	<u><u>58,166,313</u></u>



**RESOLUTION 07-41**

**ST. CLAIR COUNTY 2007 BUDGET AMENDMENTS**

WHEREAS, the Uniform Budgeting and Accounting Act, Public Act 621 of 1978, as amended, requires that each local unit of government amend the adopted budgets of its various funds when necessary; and

WHEREAS, the County Administrator/Controller has determined that certain amendments to adopted budgets are necessary to be in compliance with the Act.

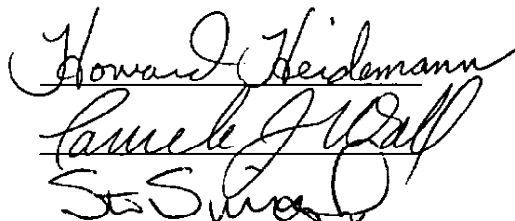
THEREFORE BE IT RESOLVED, that the 2007 St Clair County General Fund Budget, as attached, is hereby amended on a basis consistent with Public Act 621 of 1978, as amended.

Dated: November 28, 2007

Reviewed and Approved As To Form By:



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



ST. CLAIR COUNTY  
2007 BUDGET ADJUSTMENTS DETAIL

GENERAL FUND

Adj. #	Acct. No.	Details	Revenues		Expenditures	
			Increase	Decrease	Increase	Decrease
1	101661	<b>BOC Approved 1/17/2007:</b>				
	101890	Public Guardian - Wages & Fringes Contingencies	10,000		20,000	10,000
		This adjustment was to match \$10,000 received from the Council on Aging for a Part-time Paraprofessional position in the Public Guardians office.				
		<b>TOTAL BUDGET ADJUSTMENTS MADE 1/17/2007 (Adj. #1)</b>	<b>10,000</b>		<b>20,000</b>	<b>10,000</b>

2	101148	<b>BOC Approved 5/16/2007:</b>				
	101103	Probate Court - Wages & Fringes				67,725
	101890	Appropriation to Child Care Fund Contingencies			33,863 33,862	
		On 3/2/07 the BOC approved the transfer of a Juvenile Probation Officer from the Probate Court to the Child Care Fund				
	101103	Appropriation to Administrative Building Debt Fund			64,500	
	101890	Contingencies			64,500	
		We unexpectedly received \$51,882.89 that was sitting in an old Debt Fund at Comerica Bank and we are using \$12,617.11 of money accumulated in the Debt Fund.				

	101331	Marine Patrol - Fringes				6,827
	101890	Contingencies			6,827	
		The Marine Patrol budget mistakenly included Retirement and Retirement Health for Bill Krul. He is not eligible for either benefit per his contract.				

Adj. #	Acct. No.	Details	Revenues		Expenditures	
			Increase	Decrease	Increase	Decrease
2		<b>BOC Approved 5/16/2007 (Continued):</b>				
	101141	Friend of Court - Transportation			3,000	
	101136	District Court - Transportation			3,000	
	101301	Sheriff - Transportation			2,000	
	101430	Animal Control - Transportation			2,000	
	101275	Drain Commissioner - Transportation			500	
	101890	Contingencies				10,500
		To adjust budgets for Citizens Bank courier services to pick up deposits at the location instead of employees going to the bank.				
	101191	Elections - Office Supplies			85,000	
	101890	Contingencies				85,000
	The estimated costs of the CDA millage election needs to be budgeted					
	910062	05 Homeland Security Grant - Revenues	391,000			
	910062	05 Homeland Security Grant - Expenditures			391,000	
		To record the budget for 2007				
	101351	Jail - CMH contract for services			37,299	
	101890	Contingencies				37,299
		To pay CMH for mental health services previously funded by Circuit Court and Substance abuse grants				
		<b>TOTAL BUDGET ADJUSTMENTS MADE 5/15/2007 (Adj. #2)</b>	<b>391,000</b>		<b>662,851</b>	<b>271,851</b>
3		<b>Proposed to BOC on November 7, 2007:</b>				
	101136	District Court - State Grant and Court Costs		123,024		
	910006	FOC - Incentive Payments	100,000			
	910025	FOC - JASP - Transfer in from Parks and create expenditure budget	24,667		74,000	
	101191	Elections - election refunds	32,000			
	101225	Equalization - additional revenues and reduction in consulting expenditures	55,000			40,000

Adj. #	Acct. No.	Details	Revenues		Expenditures		
			Increase	Decrease	Increase	Decrease	
<b>Proposed to BOC on November 7, 2007 (Continued):</b>							
3	101226	Human Resources - refund revenues	1,200				
	101233	Purchasing - refund revenues	6,000				
	101236	Register of Deeds - economy driven revenues		194,150			
	101253	Treasurer - Property taxes netted against tribunal refunds		160,000			160,000
		Treasurer - State Liquor tax eliminated by State and correction to Cigarette tax		359,428			
		Treasurer - State rent revenue increased	47,000				
		Treasurer - Sweep of 2006 fund balances and cost allocation adjusted to actual	412,144				
		Treasurer - miscellaneous revenue and expenditure changes		5,396			60,000
	101259	I.T. - additional personnel, maintenance and telephone costs, reduce consulting			94,260		
	101289	Motor Pool - Refund revenues and additional fuel costs	400		4,000		
	910082	Co-op. Extension - new EOC Grant	15,000		15,000		750
	910084	Co-op. Extension - adjustment to FNP/Milias Grant		750			250
	910086	Co-op. Extension - adjustment to Anchor Bay Foundation Grant		250			
	910087	Co-op. Extension - adjustment to 4-H Programming Grant	1,450		1,450		
	953001	Prosecutor - additional revenues and expenditure activity	7,000		2,000		
	960004	Jail Building Maintenance - reduction to maintenance services					200,000
	101301	Sheriff - miscellaneous changes to revenues and telephone expense costs	33,050				49,000
	101325	Communications - additional local and trust fund revenues and telephone costs	45,354		63,000		
	101331	Marine Patrol - additional state and donation revenues and personnel costs	107,420		40,295		
	101334	Dive Team - additional fee revenues	1,000				
	101351	Jail - increased state grant and telephone revenue and reduced telephone costs	299,945				14,000
		Jail - reduced Federal Prisoner revenues		316,527			
	101372	Jail Population Monitor - budget eliminated					20,000
	101426	Emergency Management - Personnel reduced (one person grant paid)					58,757
	101428	Hazardous Materials Handling - additional fee revenue	3,000				
	101430	Animal Shelter - additional license revenues	30,000				
	910003	Secondary Road Patrol - state grant adjustment		8,145			8,145
	910008	Criminal Justice Training Grant - state grant adjustment	7,000				
	910011	Inmate Billing - reduction of fees revenues		86,000			
	910016	Party Patrol Grant - state grant adjustment	21,960				
	910023	Safe Communities Grant - state grant adjustment	15,000				
	910019	Michigan Drive Safety Grant - state grant adjustment	39,297				
	910033	Communications Training Grant - state grant adjustment	10,000				

Adj. #	Acct. No.	Details	Revenues		Expenditures	
			Increase	Decrease	Increase	Decrease
<b>Proposed to BOC on November 7, 2007 (Continued):</b>						
3	910045	Emergency Management - 04 Equipment Grant - state grant adjustment	66,395		66,395	
	910047	Emergency Management - 04 Solutions Planning Grant - state grant adjustment	130,000		130,000	
	910056	Emergency Management - Annual Breakfast - revenue and expense adjustments	4,500		4,500	
	910117	Substance Abuse Treatment Grant - state grant adjustments	43,318		86,676	
	101648	Medical Examiner - revenue adjustments		20,000		
	101661	Public Guardian - personnel costs increased			35,000	
<b>TOTAL BUDGET ADJUSTMENTS PROPOSED FOR 11/7/2007 (Adj. #3)</b>			<u>1,559,100</u>	<u>1,273,670</u>	<u>714,833</u>	<u>610,902</u>

**RESOLUTION 2007 - 40**

**APPROPRIATION OF SENIOR CITIZENS MILLAGE FUNDS  
FOR CALENDAR YEAR 2008**

WHEREAS: the Citizens of St. Clair County voted approval of a special millage levy for Senior Citizens services for a period of four (4) years; and

WHEREAS: the Commission On Aging, appointed by the County Board of Commission, reviewed and recommended approval of certain appropriations.

NOW, THEREFORE, BE IT RESOLVED:


That the appropriation of the Senior Citizens Millage for Calendar 2008 is as follows:


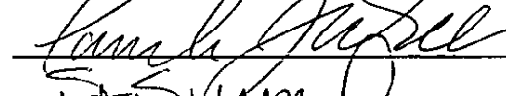

Catholic Social Services of St. Clair County	\$93,561
St. Clair County Council On Aging	\$2,602,385
Safe Horizons	\$9,520
Lakeshore Legal Aid	\$169,282
St. Clair County Public Guardian	\$11,728
Visiting Nurse Association	\$300,697
Area Agency On Aging 1B	\$15,328
Tax Appeals	\$12,000
St. Clair County Commission On Aging	\$33,810
Contingency Fund	\$319,725
Detroit Edison Tax Appeal Set Aside	<u>\$163,438</u>
 Total	 \$3,731,474

See Exhibits "A" and "B" attached.

DATED: **NOVEMBER 28, 2007**

Reviewed and Approved by:

  
\_\_\_\_\_  
County Corporation Counsel

  
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**SENIOR CITIZENS MILLAGE FUND  
CALENDAR YEAR 2008 ALLOCATIONS**

EXHIBIT "A"

<b>CATHOLIC SOCIAL SERVICES</b>	93,561
Counseling	
<b>COUNCIL ON AGING</b>	2,602,385
Adult Day Care	120,291
Chore Services	137,031
Foster Grandparents	32,097
Homemaker/Personal Care Services	731,962
Home Repair Services	168,807
Outreach Services - Resource Advocacy	253,467
Programs	523,788
Transportation	245,853
Group Meals	34,183
Home Delivered Meals	354,906
<b>SAFE HORIZONS</b>	9,520
Emergency Shelter	5,658
Support Group Counseling	3,862
<b>LAKESHORE LEGAL AID</b>	169,282
Legal Services	
<b>PUBLIC GUARDIAN</b>	11,728
Guardianship	
<b>VISITING NURSE ASSOCIATION</b>	300,697
Respite Care Services	105,830
Personal Care Services	103,085
Adult Day Care- Dietary Supplem't	2,575
Bereavement Support Group	36,438
"Un-Met" Needs - Staff Compensation	52,769
<b>COMMISSION ON AGING</b>	33,810
Administration/Planning	
<b>AREA AGENCY ON AGING IB</b>	15,328
County Assessment - Match	
<b>TAX APPEALS, REGULAR - Set Aside</b>	12,000
<b>CONTINGENCY FUND</b>	319,725
<b>DETROIT EDISON TAX APPEAL SET ASIDE</b>	163,438
<b>TOTALS</b>	3,731,474

**SENIOR CITIZENS MILLAGE FUND  
CALENDAR YEAR 2008 ALLOCATIONS**

EXHIBIT "B"

<b>PROJECTED REVENUE AT JANUARY 01, 2007</b>		<b>3,732,252</b>
<b>CATHOLIC SOCIAL SERVICES</b>		93,561
Counseling		
<b>COUNCIL ON AGING</b>		2,602,385
Adult Day Care	120,291	
Chore Services	137,031	
Foster Grandparents	32,097	
Homemaker/Personal Care Services	731,962	
Home Repair Services	168,807	
Outreach Services	253,467	
Programs	523,788	
Transportation	245,853	
Group Meals	34,183	
Home Delivered Meals	354,906	
<b>SAFE HORIZONS</b>		9,520
Emergency Shelter	5,658	
Support Group Counseling	3,862	
<b>LAKESHORE LEGAL AID</b>		169,282
Legal Services		
<b>PUBLIC GUARDIAN</b>		11,728
Guardianship		
<b>VISITING NURSE ASSOCIATION</b>		300,697
Respite Care Services	105,830	
Personal Care Services	103,085	
Adult Day Care- Dietary Supplem't	2,575	
Bereavement Support Group	36,438	
"Un-Net" Needs - Staff/Program	52,769	
<b>COMMISSION ON AGING</b>		33,810
Administration/Planning		
<b>AREA AGENCY ON AGING IB</b>		15,328
County Assessment - Match		
<b>TAX APPEALS, REGULAR - Set Aside</b>		12,000
<b>CONTINGENCY FUND</b>		319,725
<b>DETROIT EDISON TAX APPEAL SET ASIDE</b>		163,438
<b>TOTALS</b>		<b>3,731,474</b>
<b>PROJECTED FUND BALANCE AT DECEMBER 31, 2007</b>		<b>778</b>



**RESOLUTION 07-39**

**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 of Commissioners from time to time may determine.


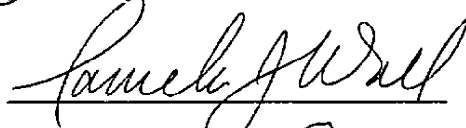

**NOW THEREFORE, BE IT RESOLVED:**

- 1) That for the year 2008, 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, insofar as the same conflict with the provisions of this resolution be, and the same are hereby rescinded

**DATED: November 28, 2007**

Reviewed and Approved As To Form By:

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

  
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**RESOLUTION 07-38**  
**ESTABLISHING SALARIES**  
**OF SPECIFIC COUNTY ELECTED AND NON-ELECTED OFFICERS FOR 2008**

WHEREAS, the St. Clair County Board of Commissioners has responsibility to establish the salary levels of all County Elected and Non-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:

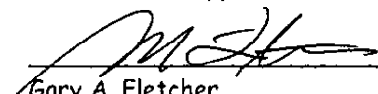
- 1) That the salary levels of County Elected and Non-elected Officers, be, and the same hereby are established as specified as follows.


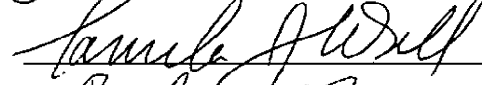

<u>Officer</u>	<u>Annual Salary</u>
Surveyor	\$7,606
Drain Commissioner	\$59,137
Treasurer	\$64,028
Clerk/Register	\$68,402
Prosecuting Attorney	\$108,309
Sheriff	\$84,392
Magistrates	\$51.80 per hour

- 2) That the salary assigned herein to each classification shall be for one (1) year (2008) effective January 1, 2008.
- 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: November 28, 2007

Reviewed and Approved as to Form by:

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

  
  
  
\_\_\_\_\_

**RESOLUTION 07-37**

**WAIVING INVESTMENT INTEREST EARNED 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 investment interest earned on tax collections, providing that an agreement can be made between a collecting unit and a taxing unit regarding investment interest earned; and

**WHEREAS**, to divide and distribute investment 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 investment interest would likely surpass the amount of investment interest; and

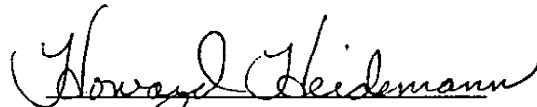

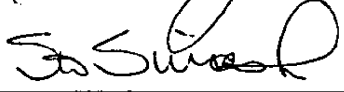
**WHEREAS**, this Board is not required to, but may, in its discretion, waive receipt of investment interest amounts attributed to collecting taxes for the year 2007.

**NOW, THEREFORE, BE IT RESOLVED**, that the payment of any investment interest which may be due and owing to the County from any local tax collecting unit for the 2007 Tax collections, is hereby waived.

**DATED: November 28, 2007**

Reviewed and Approved As To Form By:

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

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

RESOLUTION 07-36

**Establishing Compensation to be Paid to Members  
of the St. Clair County Road Commission**

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

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

**Now, Therefore, Be it Resolved:**

1. That the following schedule may be, and the same is hereby adopted, reflecting the compensation for the officials named herein, for the year 2008:
2. Effective January 1, 2008

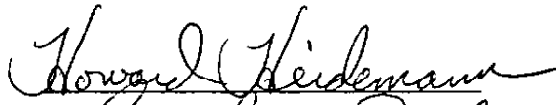
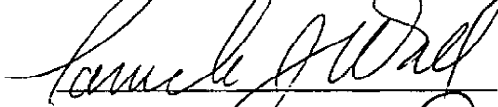

A. Member, Road Commission	\$6,517 plus mileage allowance
B. Chairperson, Road Commission	\$8,587 plus mileage allowance
3. Each member of the Board will be allowed a mileage allowance equal to the distance from their residence to the Central Service Centerboard **times 34 weekly meetings, times the applicable IRS rate**. This amount will be distributed on the Commissioners paycheck in an equal amount and will comply with all applicable compensation laws. This salary structure replaces the previous salary plus per diems structure.
4. Each member of the Board will be entitled to the same healthcare, prescription, dental, and life insurances, and pension benefits that are provided to the St. Clair County Road Commission United Steelworkers of America employees.
5. Each member of the Board shall only be eligible for specified benefits as authorized by official action of the St. Clair County Board of Commissioners.
6. All resolutions and parts of resolutions in conflict with this resolution are, to the extent of the conflict, hereby rescinded.

**Date: November 28, 2007**

Reviewed and Approved by:

Board of Commissioners:

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

**RESOLUTION 07-35**

**APPROVING ANNUAL WAGE ADJUSTMENTS  
FOR  
THE COUNTY OF ST. CLAIR COUNTY  
OF THE  
COUNTY ASSOCIATION OF NON-UNION EMPLOYEES (CANUE)**

WHEREAS, the employees of the County Association of Non-Union Employees hereafter called CANUE are employees with no affiliation with or membership in a labor organization or recognized as an affiliated group of employees with the right and ability to collectively bargain with the County of St. Clair and,

WHEREAS, the St. Clair County Board of Commissioners has exclusive and unilateral right and authority to establish the compensation plan for determining the annual wage and salary compensation of employees of CANUE and,

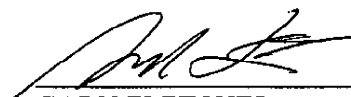
WHEREAS, the St. Clair County Board of Commissioners does hereby exercise its exclusive and unilateral right to establish the compensation plan for determining the annual wage and salary compensation of employees of CANUE,

NOW THEREFORE, BE IT RESOLVED, that the Exempt Employee Compensation Structure (Attached Exhibit "A") for the period January 1, 2008 through December 31, 2008 is hereby approved and adopted. Furthermore, if any collective bargaining agreement receives a cost of living adjustment greater than 2%, then the CANUE schedule will be adjusted by the same percentage.

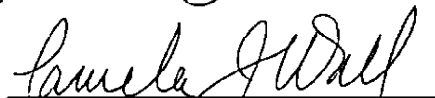
**Dated: November 28, 2007**

Reviewed and Approved by:

Board of Commissioners:



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



Resolution 07-35  
Exhibit A

2008 County Association of Non-Union Employees - Wage Structure

**Job Group I: Office Professionals**

		Merit Step 1	Merit Step 2	Merit Step 3	Merit Step 4	Merit Step 5	Merit Step 6	Merit Step 7	Merit Step 8	W.R.
Wage Range	A	20,795	21,627	22,492	23,392	24,327	25,300	26,312	27,364	A
Wage Range	B	22,492	23,392	24,327	25,300	26,312	27,364	28,458	29,596	B
Wage Range	C	24,327	25,300	26,312	27,364	28,458	29,596	30,780	32,011	C
Wage Range	D	26,312	27,364	28,458	29,596	30,780	32,011	33,292	34,624	D
Wage Range	E	28,458	29,596	30,780	32,011	33,292	34,624	36,009	37,450	E
Wage Range	F	30,780	32,011	33,292	34,624	36,009	37,450	38,948	40,507	F
Wage Range	G	33,292	34,624	36,009	37,450	38,948	40,507	42,126	43,811	G

**Job Group II: Professional/Technical**

Wage Range	A	25,300	26,312	27,364	28,458	29,596	30,780	32,011	33,292	A
Wage Range	B	27,364	28,458	29,596	30,780	32,011	33,292	34,624	36,009	B
Wage Range	C	29,596	30,780	32,011	33,292	34,624	36,009	37,450	38,948	C
Wage Range	D	32,011	33,292	34,624	36,009	37,450	38,948	40,507	42,126	D
Wage Range	E	34,624	36,009	37,450	38,948	40,507	42,126	43,811	45,563	E
Wage Range	F	37,450	38,948	40,507	42,126	43,811	45,563	47,386	49,281	F
Wage Range	G	40,507	42,126	43,811	45,563	47,386	49,281	51,252	53,301	G
Wage Range	H	43,811	45,563	47,386	49,281	51,252	53,301	55,433	57,650	H
Wage Range	I	47,386	49,281	51,252	53,301	55,433	57,650	59,956	62,354	I
Wage Range	J	51,252	53,301	55,433	57,650	59,956	62,354	64,848	67,442	J
Wage Range	K	55,433	57,650	59,956	62,354	64,848	67,442	70,140	72,946	K
Wage Range	L	59,956	62,354	64,848	67,442	70,140	72,946	75,863	78,898	L
Wage Range	M	64,848	67,442	70,140	72,946	75,863	78,898	82,054	85,336	M

**Job Group III: Division Heads/Supervisors**

Wage Range	A	32,011	33,292	34,624	36,009	37,450	38,948	40,507	42,126	A
Wage Range	B	34,624	36,009	37,450	38,948	40,507	42,126	43,811	45,563	B
Wage Range	C	37,450	38,948	40,507	42,126	43,811	45,563	47,386	49,281	C
Wage Range	D	40,507	42,126	43,811	45,563	47,386	49,281	51,252	53,301	D
Wage Range	E	43,811	45,563	47,386	49,281	51,252	53,301	55,433	57,650	E
Wage Range	F	47,386	49,281	51,252	53,301	55,433	57,650	59,956	62,354	F
Wage Range	G	51,252	53,301	55,433	57,650	59,956	62,354	64,848	67,442	G
Wage Range	H	55,433	57,650	59,956	62,354	64,848	67,442	70,140	72,946	H
Wage Range	I	59,956	62,354	64,848	67,442	70,140	72,946	75,863	78,898	I
Wage Range	J	64,848	67,442	70,140	72,946	75,863	78,898	82,054	85,336	J
Wage Range	K	70,140	72,946	75,863	78,898	82,054	85,336	88,750	92,300	K
Wage Range	L	75,863	78,898	82,054	85,336	88,750	92,300	95,992	99,832	L

**Job Group IV: Department Heads**

Wage Range	A	34,624	36,009	37,450	38,948	40,507	42,126	43,811	45,563	A
Wage Range	B	37,450	38,948	40,507	42,126	43,811	45,563	47,386	49,281	B
Wage Range	C	40,507	42,126	43,811	45,563	47,386	49,281	51,252	53,301	C
Wage Range	D	43,811	45,563	47,386	49,281	51,252	53,301	55,433	57,650	D
Wage Range	E	47,386	49,281	51,252	53,301	55,433	57,650	59,956	62,354	E
Wage Range	F	51,252	53,301	55,433	57,650	59,956	62,354	64,848	67,442	F
Wage Range	G	55,433	57,650	59,956	62,354	64,848	67,442	70,140	72,946	G
Wage Range	H	59,956	62,354	64,848	67,442	70,140	72,946	75,863	78,898	H
Wage Range	I	64,848	67,442	70,140	72,946	75,863	78,898	82,054	85,336	I
Wage Range	J	70,140	72,946	75,863	78,898	82,054	85,336	88,750	92,300	J
Wage Range	K	75,863	78,898	82,054	85,336	88,750	92,300	95,992	99,832	K
Wage Range	L	82,054	85,336	88,750	92,300	95,992	99,832	103,826	107,978	L
Wage Range	M	88,750	92,300	95,992	99,832	103,826	107,978	112,297	116,789	M
Wage Range	N	95,992	99,832	103,826	107,978	112,297	116,789	121,461	126,319	N
Wage Range	O	103,826	107,978	112,297	116,789	121,461	126,319	131,372	136,626	O
Wage Range	P	112,297	116,789	121,460	126,319	131,371	136,626	142,091	147,775	P
Wage Range	Q	121,460	126,319	131,371	136,626	142,091	147,775	153,686	159,834	Q
Wage Range	R	131,371	136,626	142,091	147,775	153,686	159,834	166,227	172,876	R
Wage Range	S	142,091	147,775	153,686	159,834	166,227	172,876	179,701	186,983	S

## Resolution 07-34

### APPORTIONING TAXES FOR 2007

**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.

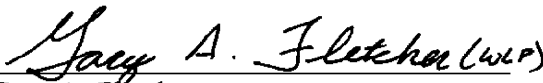
**NOW THEREFORE BE IT RESOLVED:**

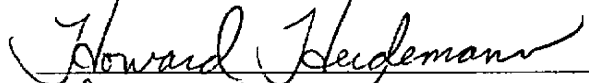
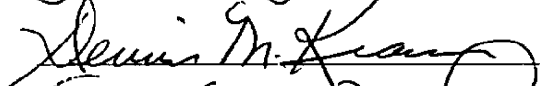

1. That the St. Clair County Board of Commissioners does hereby adopt the St. Clair County Tax Report for the year 2007.
2. That the apportionment and millage of taxes are to be spread in accordance with the statute in such case made and provided, as evidenced by the St. Clair County Tax Report for the year 2007.
3. That the St. Clair County Tax Report is marked Exhibit "A", attached hereto, and made a part of hereof by reference.
4. All resolutions and parts of resolutions in conflict with this resolution are to the extent of the conflict, hereby rescinded.

**DATED: October 17, 2007**

Reviewed and Approves as to Form by:

ST. CLAIR COUNTY  
BOARD OF COMMISSIONERS

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



## COUNTY OF ST. CLAIR



### 2007 TOP TEN STATE EQUALIZED & TAXABLE VALUATION STATISTICS

Prepared by: Kenneth G. Hill, Director

#### State Equalized Values

Name	# Parcels	Value
Detroit Edison	191	\$1,273,868,192
Mich-Con	37	\$31,152,498
Acheson Ventures	44	\$23,840,100
Consumers Energy	65	\$21,948,064
SEMCO Energy	73	\$21,037,650
Daimler Chrysler	3	\$20,691,988
Blue Water Gas		
Storage	5	\$18,854,180
E B Eddy Paper	21	\$18,035,900
Birchwood Mall	11	\$17,762,700
Muller Brass	22	\$17,194,013

#### TAXABLE VALUES

Name	# Parcels	Value
Detroit Edison	191	\$824,129,425
Mich-Con	37	\$36,239,472
Acheson Ventures	44	\$22,163,172
Daimler Chrysler	3	\$20,675,777
SEMCO Energy	73	\$20,386,724
Blue Water Gas		
Storage	5	\$18,854,180
E B Eddy Paper	21	\$18,001,696
Muller Brass	22	\$16,902,454
Consumers Energy	65	\$16,879,726
Birchwood Mall	11	\$14,972,626

*Industrial Facilities Tax Exemptions are included in various amounts.*

These statistics represent 2007 values adopted by the St. Clair County Board of Commissioners.

*A Government of Service*



L-4402

**Statement Showing Taxable Valuations and Mills Apportioned by the County Board of Commissioners of the County of St Clair for the Year 2007**

This report is issued under the authority of P.A. 282 of 1905. Filing of this report is mandatory. Failure to complete and file this report may result in a penalty of \$100.

11 Taxing Gov. Authority	12 Taxable Valuation	13 Operating Tax Rates	14 Debt Tax Rates
City of Pt Huron DDA	93,656,114	1.9874	-
Other:			

Use this sheet to list all authorities within the county such as; District Libraries, Fire Auth., DDA, etc.  
 List All School Districts On Page 3.      *Continued on page 3*

L-4402

**Statement Showing Taxable Valuations and Mills Apportioned by the County Board of Commissioners of the County of St Clair for the Year 2007**

This report is issued under the authority of P.A. 282 of 1965. Filing of this report is mandatory. Failure to complete and file this report may result in a penalty of \$100.

1 All Property X	Non Home- stead	2 School Districts Name and Code	3 Township/City Where Located	4 Valuation	5 ISD Only Allocated	6 Millages		8 County Use (Notes)
						Operating	Bldg. Site/Debt	
X		Santlaci County					483,616,548	
		Intermediate Schools						
X		Burthville Twp	Burthville Twp	36,713,762	0.2026		0.1300	
X		Grant Twp	Grant Twp	20,643,163	0.2026		0.1300	
X		Greenwood Twp	Greenwood Twp	1,758,017	0.2026		0.1300	
X		Lynn Twp	Lynn Twp	6,101,601	0.2026		0.1300	
X		Special Education	Burthville Twp	36,713,762		0.7298		
X			Grant Twp	20,643,163		0.7298		
X			Greenwood Twp	1,758,017		0.7298		
X			Lynn Twp	6,101,601		0.7298		
X		Vocational Education	Burthville Twp	36,713,762		1.6227		
X			Grant Twp	20,643,163		1.6227		
X			Greenwood Twp	1,758,017		1.6227		
X			Lynn Twp	6,101,601		1.6227		
X		SCCCommunity College	5359 All units in St Clair Co	6,035,289,180	1.3940		0.4951	

L-4402

Statement Showing Taxable Valuations and Mills Apportioned by the County Board of Commissioners of the County of St Clair for the Year 2007

This report is issued under the authority of P. A. 282 of 1905. Filing of this report is mandatory. Failure to complete and file this report may result in a penalty of \$100.

1 All Property	2 Non- Home- Stead	3 School Districts Name and Code	4 Township/City Where Located	5 Valuation	6 Mills			8 County Use (Notes)
					5 ISD Only Allocated	6 Operating	7 Bldg, Site/Dabt	
X		Intermediate School Districts						
X		St Clair County						
X		Intermediate Schools	All units in St Clair Co	6,035,289,180	0.1938			
X		Special Education	All units in St Clair Co	6,035,289,180		2.3113		
X		Vocational Education	All units in St Clair Co	6,035,289,180		0.9245		
		Lapeer County						
X		Intermediate Schools	Berlin Twp	36,904,038	0.1866			
X		Special Education	Berlin Twp	36,904,038		0.8310		
X		Vocational Education	Berlin Twp	36,904,038		1.9119		
		Macomb County						
X		Intermediate Schools						
X		Richmond City	Richmond City	225,720	0.2023			
X		Berlin Twp	Berlin Twp	27,907,899	0.2023			
X		Casco Twp	Casco Twp	27,609,964	0.2023			
X		Casco Twp	Casco Twp	63,124,154	0.2023			
X		Columbus Twp	Columbus Twp	113,657,428	0.2023			
X		Ira Twp	Ira Twp	71,542,270	0.2023			
X		Riley Twp	Riley Twp	16,941,336	0.2023			
X		Special Education	Richmond City	225,720		2.7407		
X		50-050	Berlin Twp	27,907,899		2.7407		
X		50-040	Casco Twp	27,609,964		2.7407		
X		50-180	Casco Twp	63,124,154		2.7407		
X		50-180	Columbus Twp	113,657,428		2.7407		
X		50-040	Ira Twp	71,542,270		2.7407		
X		50-050	Riley Twp	16,941,336		2.7407		

L-4402

**Statement Showing Taxable Valuations and Mills Apportioned by the County Board of Commissioners of the County of St Clair for the Year 2007**

This report is issued under the authority of P.A. 282 of 1995. Filing of this report is mandatory. Failure to complete and file this report may result in a penalty of \$100.

1 All Property	2 School Districts Name and Code	3 Township/City Where Located	4 Valuation	5 ISD Only Allocated	6 Millages		8 County Use (Notes)
					Operating	Bldg. Site/Debt	
	<b>Out County Districts</b>						
X	Almont Schools 44-020	Total TV	36,904,038		483,616,548		
		Berlin Twp	36,904,038			8.4500	
		Berlin Twp	4,311,131		18.0000		
	<b>Anchor Bay Schools</b> 50-040	Total TV	99,152,234				
X		Casco Twp	27,609,964			10.0000	
		Casco Twp	11,138,100		18.0000		
X		Ira Twp	71,542,270				
		Ira Twp	32,859,204		18.0000		
	<b>Armada Area Schools</b> 50-050	Total TV	44,849,235				
X		Berlin Twp	27,907,899			7.0000	
		Berlin Twp	3,554,357		18.8394		
X		Riley Twp	16,941,336			7.0000	
		Riley Twp	1,384,317		18.8394		
	<b>Richmond Schools</b> 50-180	Total TV	177,007,302				
X		Richmond City	225,720			2.9000	
		Richmond City	85,322		18.0000		
X		Casco Twp	63,124,154			2.9000	
		Casco Twp	12,667,843		18.0000		
X		Columbus Twp	113,657,428			2.9000	
		Columbus Twp	31,997,663		18.0000		
	<b>Brown City Comm</b> 76-060	Total TV	6,101,601				
X		Lynn Twp	6,101,601			5.9880	
		Lynn Twp	710,543		17.1075		
	<b>Croswell Lexington</b> 76-080						
X		Burchville Twp	59,114,942				
		Burchville Twp	36,713,762			2.8000	
X		Grant Twp	10,037,882		18.0000		
		Grant Twp	20,643,163			2.8000	
X		Greenwood Twp	4,951,877		18.0000		
		Greenwood Twp	1,758,017			2.8000	
		Greenwood Twp	71,629		18.0000		

**Statement Showing Taxable Valuations and Mills Apportioned by the County Board of Commissioners of the County of St Clair for the Year 2007**

This report is issued under the authority of P.A. 282 of 1905. Filing of this report is mandatory. Failure to complete and file this report may result in a penalty of \$100.

1 All Property	2 School Districts Name and Code	3 Township/City Where Located	4 Valuation	Mills			8 County Use (Notes)
				5 ISD Only Allocated	6 Operating	7 Bldg. Site/Debt	
	74-130 Yale Public	Total TV	403,033,122				
X		Yale City	38,964,173			7.0000	
		Yale City	15,881,028		16.0000		
X		Brockway Twp	64,983,943			7.0000	
		Brockway Twp	11,417,312		18.0000		
X		Clyde Twp	19,865,239			7.0000	
		Clyde Twp	1,998,114		18.0000		
X		Emmett Twp	34,584,133			7.0000	
		Emmett Twp	4,588,312		18.0000		
X		Grant Twp	11,916,926			7.0000	
		Grant Twp	1,175,720		18.0000		
X		Greenwood Twp	124,998,942			7.0000	
		Greenwood Twp	87,372,356		18.0000		
X		Kenockee Twp	78,149,275			7.0000	
		Kenockee Twp	10,544,527		18.0000		
X		Lynn Twp	16,926,859			7.0000	
		Lynn Twp	2,106,179		18.0000		
X		Riley Twp	651,218			7.0000	
		Riley Twp	458,487		18.0000		
X		Wales Twp	11,992,414			7.0000	
		Wales Twp	2,076,527		18.0000		

L-4402

**Statement Showing Taxable Valuations and Mills Apportioned by the County Board of Commissioners of the County of St Clair for the Year 2007**

Form 1020, Page 3

This report is issued under the authority of P.A. 282 of 1995. Filing of this report is mandatory. Failure to complete and file this report may result in a penalty of \$ 100.

1 All Property	Non Home- stead	2 School Districts Name and Code	3 Township/City Where Located	4 Valuation	5 ISD Only Allocated	6 Millages		8 County Use (Notes)
						Operating	Bldg. Site/Debt	
X		Port Huron Area Schools 74-010	Total TV	2,023,625,317			483,616,548	
X	X		City of Port Huron	786,912,557			2.0000	
X	X		City of Port Huron	417,717,560			18.0000	
X	X		Burtchville Twp	91,920,807			2.0000	
X	X		Burtchville Twp	22,797,083			18.0000	
X	X		Clyde Twp	144,443,766			2.0000	
X	X		Clyde Twp	13,515,674			18.0000	
X	X		Fort Gratiot Twp	466,804,565			2.0000	
X	X		Fort Gratiot Twp	186,015,486			18.0000	
X	X		Grant Twp	28,136,389			2.0000	
X	X		Grant Twp	3,185,773			18.0000	
X	X		Kenockee Twp	175,076			2.0000	
X	X		Kenockee Twp	3,114			18.0000	
X	X		Kimball Twp	198,468,825			2.0000	
X	X		Kimball Twp	56,474,795			18.0000	
X	X		Port Huron Twp	293,073,943			2.0000	
X	X		Port Huron Twp	118,541,628			18.0000	
X	X		Wales Twp	15,689,389			2.0000	
X	X		Wales Twp	3,114,373			18.0000	

**Statement Showing Taxable Valuations and Mills Apportioned by the County Board of Commissioners of the County of St Clair for the Year 2007**

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1 All Property	Non Home-Stead	2 School Districts Name and Code	3 Township/City Where Located	4 Valuation	Mills			8 County Use (Notes)
					5 ISD Only Allocated	6 Operating	7 Bldg. Site/Debt	
X		Memphis Comm. 74-120	Total TV	178,990,079			483,616,548	
	X		Memphis City	8,530,684			5,3800	
	X		Memphis City	2,898,829		18.0000		
	X		Columbus Twp	26,623,545			5,3800	
	X		Columbus Twp	22,891,245		18.0000		
	X		Kenockee Twp	925,105			5,3800	
	X		Kenockee Twp	14,521		18.0000		
	X		Kimball Twp	209,754			5,3800	
	X		Kimball Twp	-		18.0000		
	X		Riley Twp	58,901,971			5,3800	
	X		Riley Twp	9,073,012		18.0000		
	X		Wales Twp	83,799,020			5,3800	
	X		Wales Twp	14,115,777		18.0000		

L-4402

**Statement Showing Taxable Valuations and Mills Apportioned by the County Board of Commissioners of the County of St Clair for the Year 2007**

This report is issued under the authority of P.A. 282 of 1995. Filing of this report is mandatory. Failure to complete and file this report may result in a penalty of \$100.

1 All Property	Non Home- stead	2 School Districts Name and Code	3 Township/City Where Located	4 Valuation	5 ISD Only Allocated	6 Millages		8 County Use (Notes)
						Operating	Bldg.Site/Debt	
X		East China Schools 74-050	Total TV	1,887,694,890		483,616,548	2.6000	
X	X		Marine City	131,270,132		18.4000		
X	X		Marine City	58,529,570		18.4000		
X	X		St Clair City	246,887,582		18.4000		
X	X		St Clair City	96,433,925		18.4000		
X	X		Casco Twp	60,368,162		18.4000		
X	X		Casco Twp	11,427,882		18.4000		
X	X		China Twp	504,598,627		18.4000		
X	X		China Twp	373,855,135		18.4000		
X	X		Columbus Twp	52,999,136		18.4000		
X	X		Columbus Twp	11,462,835		18.4000		
X	X		Cottrellville Twp	135,559,576		18.4000		
X	X		Cottrellville Twp	22,410,162		18.4000		
X	X		East China Twp	505,006,813		18.4000		
X	X		East China Twp	364,096,092		18.4000		
X	X		Ira Twp	24,672,012		18.4000		
X	X		Ira Twp	5,901,896		18.4000		
X	X		St Clair Twp	226,332,850		18.4000		
X	X		St Clair Twp	30,739,331		18.4000		
		Marysville Schools 74-100	Total TV	573,693,077				
X	X		Marysville City	429,312,381		7.0000		
X	X		Marysville City	193,787,617		18.0000		
X	X		Columbus Twp	6,407,910		18.0000		
X	X		Columbus Twp	878,656		18.0000		
X	X		Kimball Twp	60,403,361		18.0000		
X	X		Kimball Twp	18,383,760		18.0000		
X	X		St Clair Twp	75,676,465		18.0000		
X	X		St Clair Twp	22,021,897		18.0000		
X	X		Wales Twp	1,892,960		18.0000		
X	X		Wales Twp	231,763		18.0000		



**Statement Showing Taxable Valuations and Mills Apportioned by the County Board of Commissioners of the County of St Clair for the Year 2007**

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1 All Property	Non Home- Stead	2 School Districts Name and Code	3 Township/City Where Located	4 Valuation	5 Mills			8 County Use (Notes)
					5 ISD Only Allocated	6 Operating	7 Bldg. Site/Debt	
		Algonac Schools 74-030	Total TV	696,702,569		483,616,548		
X			City of Algonac	126,267,822			3,2500	
X	X		City of Algonac	33,379,417		18.0000		
X	X		Clay Twp	483,616,548			3,2500	
X	X		Clay Twp	158,358,588		18.0000		
	X		Ira Twp	86,818,199			3,2500	
	X		Ira Twp	22,531,849		18.0000		
		Capac Comm. 74-040	Total TV	271,550,126				
X			Berlin Twp	45,396,554			3,9000	
X	X		Berlin Twp	5,005,127		18.0000		
X	X		Brockway Twp	470,872			3,9000	
X	X		Brockway Twp			18.0000		
X	X		Emmett Twp	43,396,861			3,9000	
X	X		Emmett Twp	3,330,871		18.0000		
X	X		Lynn Twp	18,812,401			3,9000	
X	X		Lynn Twp	2,814,462		18.0000		
X	X		Mussey Twp	120,364,267			3,9000	
X	X		Mussey Twp	34,188,407		18.0000		
X	X		Riley Twp	43,109,171			3,9000	
X	X		Riley Twp	3,932,964		18.0000		

## Statement Showing Taxable Valuations and Mills Apportioned by the County Board of Commissioners of the County of St Clair for the Year 2007

This report is issued under the authority of P.A. 282 of 1905. Filing of this report is mandatory. Failure to complete and file this report may result in a penalty of \$100.

7 Taxing Gov. Authority	8 Taxable Valuation	9 Total Tax Rates	10 Dollars of Ad Valorem Taxes Levied
Cities:			
Algonac	126,267,822	13.5777	1,714,427
Marine City	131,270,132	18.4057	2,416,119
Marysville	429,312,381	16.1100	6,916,222
Memphis (St Clair Co ONLY!)	8,530,684	14.2953	121,949
Richmond (St Clair Co ONLY!)	225,720	18.4826	4,172
Port Huron	786,912,557	16.7083	13,147,971
St Clair	246,887,582	16.2954	4,023,132
Yale	38,964,173	14.4310	562,292

### CERTIFICATION

County of Saint Clair for the year 2007  
*Kenneth G Hill*  
 Signature of County Equalization Director

### NOTARIZATION

*Dorothy O'Neil* Notary Public  
St Clair County, Michigan  
 STATE OF MICHIGAN  
 County of Saint Clair } ss

Subscribed before me this 11th  
 day of Oct year 2007  
 My commission expires 8-14-2008

7 Taxing Gov. Authority	8 Taxable Valuation	9 Total Tax Rates	10 Dollars of Ad Valorem Taxes Levied
Villages:			
Capac	37,462,910	18.5201	693,817
Emmett	6,342,493	11.8645	75,251

It is Important That All City ad Valorem Taxes Be Entered On This Sheet. County Board Of Commissioners Do Not Certify City Or Village Rax Rates. These Rates Are For Informational Purposes Only. List All School Districts On Page 3.

Michigan Department of Treasury  
1020 (Rev. 9-02)

L-4402

**Statement Showing Taxable Valuations and Mills Apportioned by the County Board of Commissioners of the County of St Clair for the Year 2007**

This report is issued under the authority of P. A. 262 of 1905. Filing of this report is mandatory. Failure to complete and file this report may result in a penalty of \$100.

1 Taxing Gov. Authority	2 Taxable Valuation	3 Separate or Allocated	4 Millages		6 Purpose
			Operating	Extra Voted Bldg. Site/Debt	
State Education Tax	6,458,418.532	6.0000		5.0000	
County	6,458,418.532	5.3265	1.9757		Seniors, Drug Task Force, Library, Parks
Townships:					
Berlin	110,208,491	0.7432	1.8066	0.0000	
Brockway	65,454,815	0.8093	3.5702	0.0000	fire, roads
Burchville	128,634,569	0.6754	1.3663	0.0000	BWAT, fire
Casco	151,102,280	0.7757	-	0.0000	
China	504,598,627	1.0000	1.0000	0.2750	roads, water
Clay	483,616,548	0.5580	7.875	0.0000	police, fire
Clyde	164,309,005	0.6944	0.2426	0.0000	fire
Columbus	199,688,019	0.7326	-	0.0000	
Cottrellville	135,559,576	0.7128	-	0.0000	
East China	505,006,813	3.0000	-	0.6235	water
Emmett	77,980,994	0.7631	-	0.0000	
Fort Gratiot	466,804,565	0.7084	3.3290	0.0000	BWAT, Police, fire
Grant	60,696,478	0.7845	2.8235	0.6558	roads, fire, debt
Greenwood	126,756,959	0.9937	2.0000	0.0000	fire
Ira	183,032,481	0.6996	1.5000	1.0000	fire, water, debt
Kenoskee	79,249,456	0.7181	1.0671	0.0000	fire
Kimball	257,081,940	0.7634	-	0.0000	
Lynn	41,840,861	0.8357	0.9131	0.0000	roads
Mussey	120,364,267	0.8589	1.5027	0.0000	fire
Port Huron	293,073,943	2.0000	4.2668	0.0000	fire, roads, BWTA, police, lights
Riley	119,603,696	0.7242	-	0.0000	
St Clair	302,009,315	0.7620	-	0.0000	
Wales	113,373,783	0.7023	0.5878	0.0000	fire

Continued on page 2

Once Completed, mail to: Michigan Department of Treasury, State Tax Commission, Treasury Building, Lansing, Michigan 489

2007 TAX INCREMENT FINANCING & ESTIMATED TAXES  
 P.A. 197 of 1975, 450 of 1980, & 281 of 1986 amended by P.A. 280, 281, & 282 of 1994 respectively

The Tax Increment Financing Acts permit a city or township to designate properties or districts in which the property taxes on subsequent improvements are "captured" by a district authority. Property owners pay their property taxes on the same valuation basis and same rates as other similar property owners. However, the authority captures the taxes which would have gone to other taxing jurisdictions such as the county, school, special education, city, etc. The authority must expend the captured taxes on improvements which further the district's development program. The captured value listed is the amount which exceeds the initial value.

T.I.F. DISTRICTS	GENERAL LOCATION	APPROXIMATE NUMBER OF PARCELS	CAPTURED TAXABLE VALUE
ALGONQUAC	D.D.A (District parcels revised 2006)	304	2,635,757
CLAY TOWNSHIP District #1	Pte. Tremble, Taft, Fruit Sts.	648	23,573,802
EAST CHINA	TIFA-Brownfield	62	4,524,719
PORT HURON TOWNSHIP District #1	Harrington, Lapeer, 24th Sts., Grand Trunk Western R.R., Howard St., I-94	665	27,905,676 *
MARINE CITY, CITY OF District #1	Broadway, Water, Bridge, Main Sts.	83	2,770,430
District #2	South Parker at Riverside Plaza	23	1,578,868
District #3	Parker, south of West Blvd.	208	7,671,484
PORT HURON, CITY OF Downtown Development #1	Black River, Military, Wall, & 7th Sts.	168	18,713,446
Downtown Development #2	Fort, Glenwood, and Beers Sts., & alley east of Huron Ave.	9	1,601,000
Downtown Development #3	Military, Wall, 3rd, Pine, and 4th Sts.	5	1,008,075
Downtown Development #4	Lincoln, Pine Grove, Prospect, Sedgwick, Stone, St. Clair, State Sts., St. Clair River	73	13,171,392
Downtown Development #5	McMorran Blvd., Fort St., Black River, Erie St.	186	1,939,146
Industrial Park	Dove, 24th & 16th Sts., Grand Trunk RR	289	0 *
Industrial Park Expansion Area	Dove, 22nd, 24th, 26th, 32nd, Cleveland Sts.	33	14,068,765 *
Krafft-Holland	Krafft Rd., Holland & 24th Aves.	297	0
Peerless Site	State, Stone, Thomas Sts., St. Clair River	15	3,686,961
Port Huron Paper Corp.	Thomas St., 12th Ave., Black River	62	0 *
Brownfield Re-Development	1st, Military, Water, Griswold, Wall, Court Streets	28	6,980,276
ST. CLAIR, CITY OF	D.D.A.	238	6,551,821
YALE, CITY OF District #1	Main, Wood, Kennefic, Smith, North, Park, Bettes, First, Fraser Sts.	184	3,039,190 *
LDFA	Industrial District (REDALL Property)	8	1,205,971
CAPAC, VILLAGE OF District #1	Aldrich, Walker, Meier, Neeper Sts.	96	2,414,471
GRAND TOTAL		3,684	145,041,250 *

\* Includes IFT values taxed at 1/2 of the regular millage rates.

2007 INDUSTRIAL FACILITIES VALUES, RATES & TAXES

Industrial Facilities which qualify for exemption under state law pay a specific tax in lieu of regular property taxes. Their values (excluding land) are not included in the taxable value of the county, schools, college, cities, or townships. Land values are included in the of regular taxable totals. New values can be adjusted each year and are taxed at 1/2 of the regular tax rates.

TOWNSHIP/CITY AND SCHOOL DISTRICTS	TAXABLE VALUE	COUNTY OPER. & EXTRA VOTED RATES	COUNTY Taxes
COTTRELLVILLE TOWNSHIP	1,524,368	3.6511	\$5,566
EAST CHINA TOWNSHIP, East China	30,332,312	3.6511	\$110,746
IRA TOWNSHIP, Anchor Bay	4,812,324	3.6511	\$17,570
KIMBALL TOWNSHIP, Marysville Public	790,000	3.6511	\$2,884
PORT HURON TOWNSHIP, Port Huron Area	1,875,100	3.6511	\$6,846
SAINTE CLAIR TOWNSHIP, Marysville	420,561	3.6511	\$1,536
MAPINE CITY, East China	2,844,923	3.6511	\$10,387
CITY OF MARYSVILLE, Marysville Public	12,431,554	3.6511	\$45,389
CITY OF PORT HURON, Port Huron Area	34,598,525	3.6511	\$126,323
CITY OF ST. CLAIR, East China	12,294,087	3.6511	\$44,887
TOTAL IFT		TOTAL TAX LEVY	
Industrial Facilities TOTALS	101,923,754	3.6511	\$372,134

Individual totals may not equal grand total due to rounding.

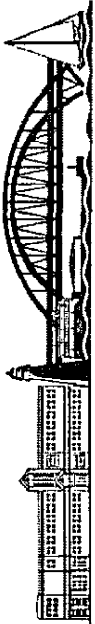
ST. CLAIR COUNTY 2007 TAX RATES  
RATES ARE EXPRESSED AS DOLLARS PER \$1,000 OF TAXABLE VALUATION  
SEE RATES ARE FOR INFORMATIONAL PURPOSES ONLY. Verify with Local Treasurer's Office

TOWNSHIP, VILLAGE AND SCHOOL DISTRICT	TABLE VALUE	K-12 SCHOOLS		COLLEGE		INTERMEDIATE SCHOOLS		COUNTY		TOWNSHIPS		TOTAL					
		STATE	LOCAL	EXTRA	INC. DEBT	TOTALS	VOTED	SP. NO. VOC. RD.	FILED	EXTRA	FILED		OTHER	TOTALS			
MUSSEY																	
74-040 Capac Com	120,364,247	6.0000	18.0000	3.9000	27.9000	1.8891	None	2.3113	0.9245	3.4296	5.3265	1.9757	7.3022	0.8589	1.5027	2.3616	42.8825
VILLAGES OF CARAC	inc w/Mussey Twp.													18.5201	Inc.	18.5201	
PORT HURON																	
74-010 Port Huron Area	291,673,943	6.0000	18.0000	2.0000	26.0000	1.8891	None	2.3113	0.9245	3.4296	5.3265	1.9757	7.3022	2.0000	4.2668	6.2668	44.8877
BILLY																	
50-060 Armada (2)	16,941,316	6.0000	18.0000	7.8194	11.8194	None	None	2.7407	0.0000	1.9430	5.3265	1.9757	7.3022	0.7242	0.0000	0.7242	24.8068
74-040 Capac Com	43,109,171	6.0000	18.0000	3.9000	27.9000	1.8891	None	2.3113	0.9245	3.4296	5.3265	1.9757	7.3022	0.7242	0.0000	0.7242	41.2451
74-110 Memphis Com	58,901,971	6.0000	18.0000	5.3000	19.3000	1.8891	None	2.3113	0.9245	3.4296	5.3265	1.9757	7.3022	0.7242	0.0000	0.7242	42.7251
74-110 Yale Public	651,218	6.0000	18.0000	7.0000	11.0000	1.8891	None	2.3113	0.9245	3.4296	5.3265	1.9757	7.3022	0.7242	0.0000	0.7242	26.3451
	119,603,696																
ST. CLAIR																	
74-030 East China	226,332,450	6.0000	18.0000	3.0000	27.0000	1.8891	None	2.3113	0.9245	3.4296	5.3265	1.9757	7.3022	0.7620	0.0000	0.7620	22.3829
74-100 Marysville Public	75,678,465	6.0000	18.0000	7.0000	11.0000	1.8891	None	2.3113	0.9245	3.4296	5.3265	1.9757	7.3022	0.7620	0.0000	0.7620	25.3829
WALSH	307,009,315																
74-010 Port Huron Area	15,689,189	6.0000	18.0000	2.0000	16.0000	1.8891	None	2.3113	0.9245	3.4296	5.3265	1.9757	7.3022	0.7023	0.1878	1.2901	39.8110
74-100 Marysville Public	1,892,260	6.0000	18.0000	7.0000	11.0000	1.8891	None	2.3113	0.9245	3.4296	5.3265	1.9757	7.3022	0.7023	0.1878	1.2901	26.8110
74-100 Memphis Com	93,799,020	6.0000	18.0000	5.3000	19.3000	1.8891	None	2.3113	0.9245	3.4296	5.3265	1.9757	7.3022	0.7023	0.1878	1.2901	35.2910
74-110 Yale Public	11,942,414	6.0000	18.0000	7.0000	11.0000	1.8891	None	2.3113	0.9245	3.4296	5.3265	1.9757	7.3022	0.7023	0.1878	1.2901	28.8110
	113,373,783																
CITIES																	
CITY OF ALGONAC																	
74-030 Algonac Com	126,267,822	6.0000	18.0000	3.2500	27.2500	1.8891	None	2.3113	0.9245	3.4296	5.3265	1.9757	7.3022	12.1777	1.2000	13.3777	35.4486
CITY OF MARINE CITY																	
74-030 East China	131,270,132	6.0000	18.0000	3.0000	27.0000	1.8891	None	2.3113	0.9245	3.4296	5.3265	1.9757	7.3022	16.8707	1.2000	18.0707	40.3919
CITY OF MARYSVILLE																	
74-100 Marysville Public	439,312,381	6.0000	18.0000	7.0000	11.0000	1.8891	None	2.3113	0.9245	3.4296	5.3265	1.9757	7.3022	14.4100	1.4000	16.1100	59.7309
CITY OF MEMPHIS																	
74-100 Memphis Com	8,530,684	6.0000	18.0000	5.3000	19.3000	1.8891	None	2.3113	0.9245	3.4296	5.3265	1.9757	7.3022	14.1953	0.3000	14.7953	56.2962
CITY OF PORT HURON																	
74-010 Port Huron Area	786,912,557	6.0000	18.0000	2.0000	16.0000	1.8891	None	2.3113	0.9245	3.4296	5.3265	1.9757	7.3022	11.1686	2.6131	13.7817	55.1092
CITY OF RICHMOND																	
50-100 Richmond Com (2)	225,720	6.0000	18.0000	2.9000	16.9000	None	None	2.7407	0.0000	1.9430	5.3265	1.9757	7.3022	16.6536	1.8300	18.4836	55.4278
CITY OF ST. CLAIR																	
74-030 East China	246,887,582	6.0000	18.0000	3.0000	27.0000	1.8891	None	2.3113	0.9245	3.4296	5.3265	1.9757	7.3022	13.0581	1.0000	14.0581	55.5163
CITY OF YALE																	
74-110 Yale Public	38,984,173	6.0000	18.0000	7.0000	11.0000	1.8891	None	2.3113	0.9245	3.4296	5.3265	1.9757	7.3022	12.1992	0.8130	13.0122	50.0519
	6,458,418.532																





# COUNTY OF ST. CLAIR



**Equalization Department**  
KENNETH HILL, Director

To the St. Clair County Board of Commissioners

Dear Commissioners,

This report on local taxes has been compiled to provide you with detailed information on the 53 tax levying jurisdictions of our County for 2007.

This report contains rates, in the manner in which the tax is levied, first by local unit of Government, second by authority and then by school districts. This rate information is compiled from all Cities, Townships, Villages and 13 school districts (7 within St. Clair County and 6 school districts from surrounding counties), 4 intermediate school districts, the St. Clair County Community College District, and the St. Clair County office of the Controller.

Page 3 includes information on commercial and industrial facilities exemptions. Commercial and industrial facilities exemptions are now approaching \$102,000,000 dollars of taxable value.

Page 4 provides data on tax increment financing. The taxable value captured by these districts now exceeds \$145,000,000.

In the remaining pages you will find the STC form L-4402, a statement of taxable values by school districts, and the county state equalized and taxable valuation statistics for 2007.

The 2007 St. Clair County state equalized value is \$8,456,451,889. The 2007 taxable value is \$6,458,418,532.

Respectfully submitted,

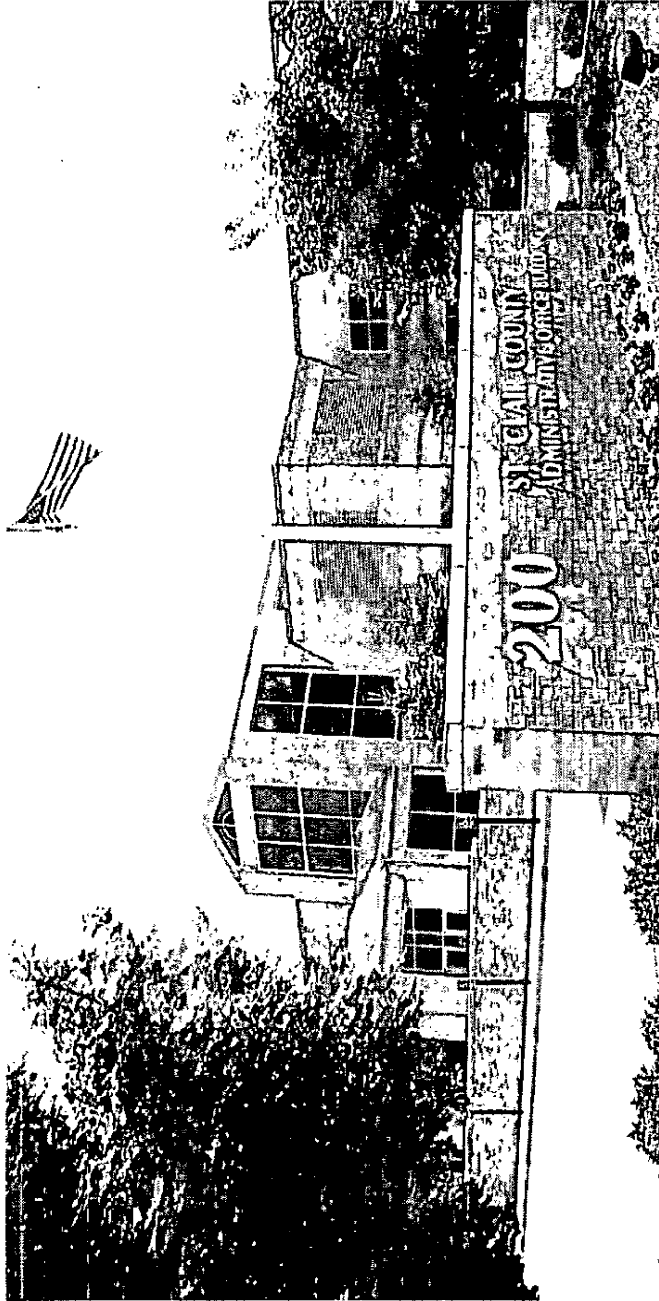
Kenneth G. Hill  
Director, SCCED

200 GRAND RIVER AVE. • SUITE 107 • PORT HURON, MI 48060  
PHONE 810-989-6925 • FAX 810-989-6328 • [www.stclaircounty.org](http://www.stclaircounty.org)



2007

ST. CLAIR COUNTY  
ANNUAL REPORT ON TAXES



PREPARED BY:  
ST. CLAIR COUNTY EQUALIZATION DEPARTMENT  
KENNETH G. HILL, DIRECTOR

Presented to:  
St. Clair County Board of Commissioners  
October 17, 2007

**ST. CLAIR COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION 07-33**

**RESOLUTION IMPOSING 2007 WINTER PROPERTY TAX LEVY PURSUANT TO PUBLIC ACT 357 OF 2004, AND NOTICE OF CERTIFICATION OF COUNTY ALLOCATED TAX LEVY**

**WHEREAS**, St. Clair County is authorized under the General Property Tax Act, Public Act 206 of 1893, as amended, to levy and collect County allocated property taxes; and

**NOW, THEREFORE, BE IT RESOLVED**, that the following tax levies are hereby authorized for the 2007 tax year/2008 budget year for a combined levy of 1.9757 mills, in addition to the levy for general fund operations previously adopted and levied June 2007;

Senior Citizens	.5000
Drug Task Force	.2803
County Library	.7000
<u>Park &amp; Recreation</u>	<u>.4954</u>
For a total of	1.9757

**BE IT FURTHER RESOLVED**, that the Treasurer of each city, village and township in St. Clair County is directed to account for and deliver the tax collections for 2007 in accordance with the provisions of Public Act 357 of 2004; and

**BE IT FURTHER RESOLVED**, that this Resolution constitutes certification of the levy of the special voted tax and authorized collection of in December 2007, at the rate of 100% of the amount voted after application of the "Headlee" millage reduction fraction, for a total of 1.9757mills; and

**BE IT FURTHER RESOLVED**, that the County Clerk shall deliver a copy of this Resolution by first class mail to the Treasurer of each city, village and township in St. Clair County.

**Dated: October 17, 2007**

Reviewed and Approved As To Form By:  
Gary A. Fletcher (wlf)  
GARY A. FLETCHER  
County Corporation Counsel  
522 Michigan  
Port Huron, MI 48060

Howard Heideman  
Kevin M. K...  
St. Clair

**St. Clair County Board of Commissioners  
Resolution 2007-32**

WHEREAS, the Michigan Natural Resources Trust Fund Board has awarded a grant for St. Clair County's Belle River Property Acquisition designated as TF06-099; and

WHEREAS, the St. Clair County Parks and Recreation Commission has requested that the St. Clair County Board of Commissioners approve and execute the Land Acquisition Project Agreement submitted by the Department of Natural Resources; and

WHEREAS, Corporation Counsel has reviewed the proposed Land Acquisition Project Agreement and approved it for execution;

NOW THEREFORE BE IT RESOLVED, that the County of St. Clair, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources (DEPARTMENT) , and that the County of St. Clair does hereby specifically agree, but not by way of limitation, as follows:

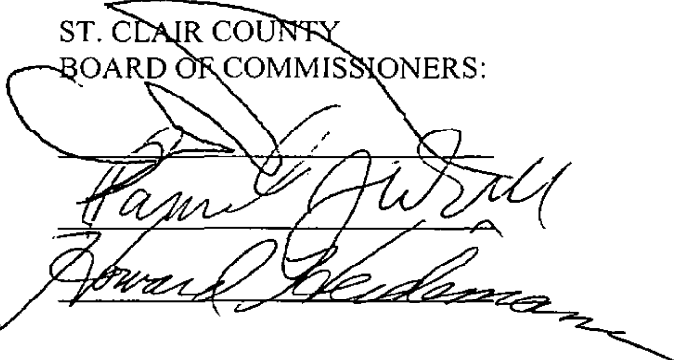
1. To appropriate all funds necessary to complete the project during the project period and to provide seven hundred and ninety-two thousand (\$792,000.00) dollars from the County Parks and Recreation Millage Fund to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records and to make them available to the DEPARTMENT for auditing at reasonable times.
3. To regulate the use of the property acquired and reserved under this AGREEMENT to assure the use thereof by the public on equal and reasonable terms.
4. To comply with any and all terms of said AGREEMENT including all terms not specifically set forth in the foregoing portions of this Resolution.

BE IT FURTHER RESOLVED that the St. Clair County Board of Commissioners authorizes Wallace Evans to sign the AGREEMENT on behalf of the St. Clair County.

DATED: October 24, 2007

Reviewed and Approved as to Form by:

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

ST. CLAIR COUNTY  
BOARD OF COMMISSIONERS:  


**RESOLUTION 07-31**

**Annual Reversion of Available Fund Balance from other Funds to the General fund and Subsequent Distributions**

**WHEREAS:** as noted in the annual financial audit of the County for 2006, in various Funds there has built up available Fund Balances due to over appropriation in the last year(s); and

**WHEREAS:** the St. Clair County Board of Commissioners has determined by policy (#200-222, dated February 27, 2002) that excess Fund Balances shall revert back to the General fund to be available for distribution.

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

- 1) That the Administrator/Controller is directed to transfer from the following Funds to the General Fund in the following amounts:

Family Independence Agency Fund	\$ 129,286
Child Care Fund	\$ 183,822

- 2) That the Administrator/Controller is also directed to allocate these funds as follows:

General Fund – Fund Balance undesignated	\$313,108
--	-----------

DATED: October 17, 2007

Reviewed and approved as to form by:

*Gary A Fletcher (WLF)*  
 \_\_\_\_\_  
 GARY A. FLETCHER  
 Corporation Counsel  
 522 Michigan Street  
 Port Huron, Michigan

*Howard Heidemann*  
 \_\_\_\_\_  
*Aennis M. Kram*  
 \_\_\_\_\_  
*St. Clair*  
 \_\_\_\_\_

2-2-1

Support for annual transfer of excess fund balance from funds  
 Per policy #200-222, dated February 27, 2002

For 2006 Fund Balances

	A	B	C	D	
	2006 Undesignated Fund Balance	2007 Budget	% Retained	Computed Fund Balance	A less D
General Fund	1,344,439	58,236,903	X .15 =	8,735,535	-
Health Department	936,406	10,099,610	X .10 =	1,009,961	-
Planning	50,504	684,043	X .10 =	68,404	-
Family Independence Agency	332,111	2,028,250	X .10 =	202,825	129,286
Child Care	687,990	5,041,677	X .10 =	504,168	183,822
			Available to transfer and allocate		<u>313,108</u>

Proposed allocation or transfer:

Designate in General Fund for future budget stabilization	-
Undesignated Fund Balance in General Fund to get up to 15%	313,108
	<u>313,108</u>

**RESOLUTION 07-30**

**Resolution Opposing Senate Bill (SB) 232**

**WHEREAS**, Senate Bill (SB) 232 proposes that all foster children now supervised by the Department of Human Services (DHS) be supervised by private agencies; and

**WHEREAS**, there is no cost to Counties when DHS supervises foster children, and;

**WHEREAS**, SB 232 proposes to shift the cost of foster care supervision to the Counties, and;

**WHEREAS**, SB 232 does not provide funding for the shift of costs, and


**WHEREAS**, Counties are not provided any ability to impact the sentencing and/or decision making of judges and therefore should not be held responsible for such.

**NOW, THEREFORE BE IT RESOLVED** that the Board of Commissioners strongly opposes SB 232 for the reasons stated herein; and

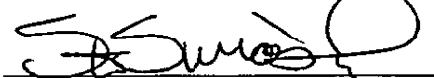
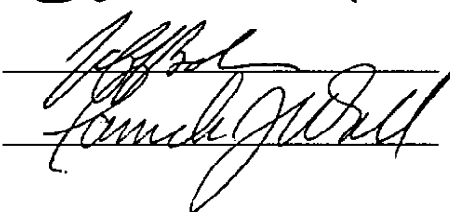
**BE IT FURTHER RESOLVED** that a copy of this Resolution be sent to Governor Jennifer Granholm; Senator Jud Gilbert; Representatives Daniel Acciavatti, Phillip Pavlov, and John Espinoza; and the Michigan Association of Counties.

**DATED: September 19, 2007**

Reviewed and Approved as to Form by:

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

ST. CLAIR COUNTY  
BOARD OF COMMISSIONERS:

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

## RESOLUTION 07-26

### Approving Cooperative Reimbursement IV-D Program Agreement For the St. Clair County Prosecuting Attorney for the Year 2008

**WHEREAS**, the Michigan Department of Human Services proposes to renew its "Cooperative Reimbursement (IV-D) Program" wherein direct grants are made to the counties under the provisions and in accordance with Title IV-D of the Social Security Act, as amended and the provisions of part 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 FIP Program, and other service programs, as well as certain services rendered by the Prosecuting Attorney's Office; and

**WHEREAS**, payment shall be made on the basis of the program budget, a copy of which is attached hereto and made part hereof, provided that no more than One Hundred Fifty-Five Thousand Eight Hundred Ninety-Eight and no/100ths (\$155,898) Dollars shall be paid from combined County and State funds during the life of this agreement and provided further that Eighty Thousand Three Hundred Eleven and no/100ths (\$80,311) Dollars of the above amount is the County's appropriation contributed to Title IV-D Program.

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


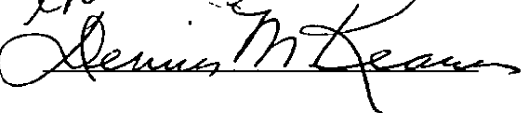
1. The St. Clair County Board of Commissioners does hereby approve the execution of the Cooperative Reimbursement Program agreement between the Prosecuting Attorney for the County of St. Clair and the Michigan Department of Human Services.
2. The Chairperson of this Board is hereby authorized to execute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

**DATED:** September 5, 2007

Reviewed and Approved as to Form by:

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

ST. CLAIR COUNTY  
BOARD OF COMMISSIONERS:

  
 \_\_\_\_\_  
 Howard Anderson  
  
 \_\_\_\_\_  
 Dennis McKeown

**RESOLUTION - 07-25  
ADOPTING AGREED  
2007 ANNUAL WAGE SCHEDULE  
BETWEEN  
THE COUNTY OF ST. CLAIR COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AND  
ST. CLAIR COUNTY  
PROFESSIONAL NURSES ASSOCIATION - MNA UNITS I & II**

WHEREAS, the ST. CLAIR COUNTY PROFESSIONAL NURSES ASSOCIATION - MNA UNITS I & II are recognized by the Michigan Employment Relations Commission and the County of St. Clair as the exclusive representative of certain employees of the St. Clair County and,


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

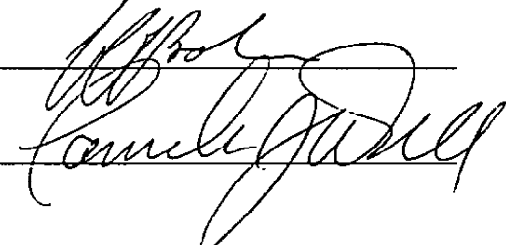
NOW THEREFORE, BE IT RESOLVED, that the collectively bargained rates of pay (Attached Exhibit "A"), for the period January 1, 2007 through December 31, 2007 is hereby approved and adopted.

Date: September 19, 2007

Reviewed and Approved by:

Gary A. Fletcher (wlf)  
Gary A. Fletcher  
County Corporation Counsel  
522 Michigan St.  
Port Huron, MI 48060







## Attachment "A"

Professional Nurses  
Tentative Agreement  
of  
2007 Wage Schedule

UNIT I	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>	<u>5 Year</u>	<u>6 Year</u>
Public Health Nurse	\$19.96	\$20.77	\$21.62	\$22.46	\$23.38	\$24.32	\$25.29
PHN I / Coordinator	\$20.47	\$21.42	\$22.24	\$23.12	\$24.05	\$25.01	\$26.01
OB/GYN Nurse Practitioner	\$25.92	\$26.96	\$28.00	\$29.13	\$30.27	\$31.49	\$32.74
Family Practice /Pediatric Nurse Practitioner	\$27.01	\$28.08	\$29.20	\$30.39	\$31.59	\$32.85	\$34.17
 UNIT II	 <u>Start</u>	 <u>1 Year</u>	 <u>2 Year</u>	 <u>3 Year</u>	 <u>4 Year</u>	 <u>5 Year</u>	 <u>6 Year</u>
PHN Supervisor	\$24.58	\$25.52	\$26.56	\$27.61	\$28.71	\$29.87	\$31.06

**Resolution 07-24**

**In Support of the County Line Road Nonmotorized Pedestrian Path**

**Whereas**, County Line Road is a major thoroughfare extending from M-29 in the South and to Gratiot Avenue in the north which has narrow shoulders due to the existence of drainage ditches running along both sides of the road; and

**Whereas**, the residential development and construction of Anchor Bay High School requires the that a safe, nonmotorized transportation route along this road be immediately built; and

**Whereas**, in addition to the increased safety of non-motorists, this project will also provide an important link in the connecting of the communities of Macomb and St. Clair Counties; and

**Whereas**, the path will provide an safe alternative nonmotorized travel to and from Anchor Bay High School and the City of New Baltimore; and

**Whereas**, the path will begin at M-29, located in Macomb County and end at Hobarth Road, which is also the end of the Anchor Bay High School property, located in St. Clair County and will also include a pedestrian bridge to cross the Crapeau Creek, and

**Whereas**, the City of New Baltimore, Ira Township and the Anchor Bay School District are committed to the safe operation and maintenance of the project; and

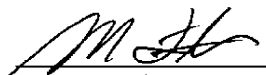
**Whereas**, the project is identified in and consistent with the Macomb County Trailways Master Plan, the St. Clair County Master Recreation Plan, the City of New Baltimore Master Plan and the Ira Township Master Plan; and

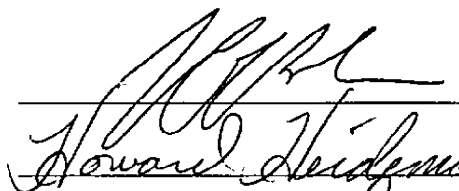

**Whereas**, the project will provide for future connections that will link the Macomb Orchard Train in the City of Richmond and the Bridge to Bay Trail in Ira Township.

**Now, therefore, be it resolved** that the St. Clair County Board of Commissioners does hereby endorse this project in order to promote the safety and well-being of students, pedestrians and bicyclists as well as provide a connection for Macomb and St. Clair Counties.

**Dated: August 15, 2007**

Reviewed and Approved as to form by:

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

  
\_\_\_\_\_  
Howard Heidemann  
  
\_\_\_\_\_  
Ed Swinick

## Resolution 07-23

### Loss of State Funding and the Impact on the Services to Citizens of St. Clair County

**Whereas**, in previous years, the State Legislature appropriated a portion of income tax revenues collected to the various municipalities within the State on a formula basis; and

**Whereas**, the County of St. Clair is a municipal entity within the State of Michigan and, as such, used to receive its proportionate share of those income tax revenues; and

**Whereas**, in 2004, the State of Michigan cut the revenue sharing appropriation to all Counties with the promise that it would return in later years and provided only a temporary patch for Counties; and

**Whereas**, more recently the State of Michigan cut the appropriation from the Convention Facility Development Fund (substance abuse dollars) of \$18.4 million, which represents a minimum impact to St. Clair County in the amount of \$718,856; and

**Whereas**, the County Board of Commissioners realizes that the State of Michigan is in the state of financial crisis, however, the State of Michigan should not balance its budget by continually reducing the funding sources to Counties that provide vital services for its citizens. State Revenue Sharing has been a significant source of funds to provide services to the citizens of St. Clair County.

**Now, therefore, be it resolved** that if the State Revenue Sharing and Substance Abuse funding does not return as originally promised by the State of Michigan, the following programs to the citizens of St. Clair County may be subject to significant reduction:

Emergency Preparedness (clerical support)	\$ 40,000
Veterans (counseling services)	68,000
Sheriff Road Patrol (patrol officer hours)	2,214,166
Health Department (Beach monitoring, nursing/dental programs, lake pollution control programs, etc)	750,000
Co-operative Extension (clerical support services)	136,000
Sheriff Marine Patrol (patrol officer hours)	75,000
Sheriff Dive Team (body recovery services)	20,000
Hazardous Materials Response Team	30,000
Substance Abuse Programs	<u>718,856</u>
Total	\$ 4,052,022

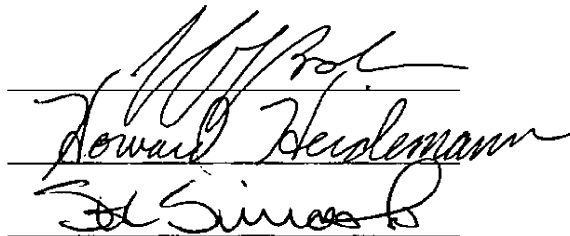
**Be it further resolved** that the Board of Commissioners will forward copies of this resolution to Governor Granholm; Lieutenant Governor John Cherry; Senator Gilbert; Representatives Acciavatti, Espinoza and Pavlov; and the Michigan Association of Counties.

**Dated: August 15, 2007**

Reviewed and Approved as to form by:



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



**RESOLUTION #07-22**

**Removal of Emergency Services Telephone Surcharge with the Passage of the Countywide Communication System Millage**

**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"); and

**WHEREAS**, pursuant to the 911 Service Plan charges were assessed on telephones within the County to fund this plan; and


**WHEREAS**, St. Clair County is proposing a county-wide communications system millage on August 7, 2007, which will provide for additional infrastructure and operations for an enhanced countywide communications system; and

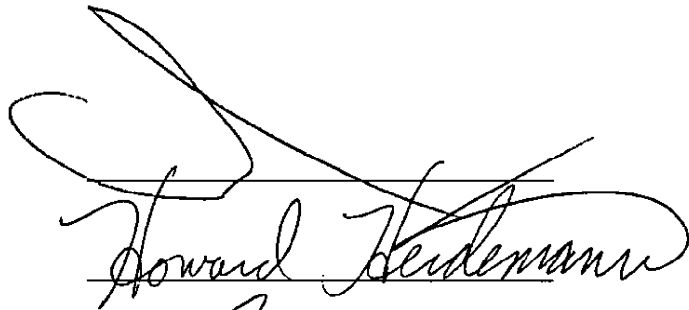
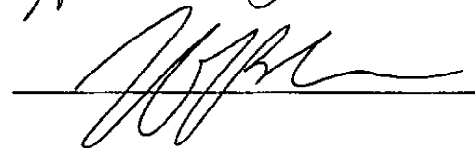
**WHEREAS**, the St. Clair County Board of Commissioners wish to clarify the intent of the telephone surcharge in the event the communications system millage passes on August 7, 2007.

**NOW, THEREFORE, BE IT RESOLVED**, that the St. Clair County Board of Commissioners hereby irrevocably commits that if the electorate passes the communication millage on August 7, 2007, the telephone surcharge shall be removed and not reinstated during the life of the communications millage.

**ADOPTED: August 1, 2007**

Reviewed and Approved by:

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

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

RESOLUTION 07-21

RESOLUTION PLEDGING FULL FAITH AND CREDIT  
FOR THE SOUTH BRANCH OF THE PINE RIVER DRAIN DRAINAGE DISTRICT  
2007 DRAINAGE DISTRICT BONDS AND 2008 DRAINAGE DISTRICT BONDS

County of St. Clair  
State of Michigan

WHEREAS, Act 40, Public Acts of Michigan, 1956, as amended (the "Drain Code"), authorizes any county to pledge its full faith and credit for the payment of obligations issued thereunder, if the Board of Commissioners of the county has adopted a resolution by a majority vote of its members-elect to that effect; and

WHEREAS, pursuant to the Drain Code proceedings are being undertaken by the St. Clair County Drain Commissioner for the construction and financing of improvements to the county drain designated as SOUTH BRANCH OF THE PINE RIVER DRAIN, said improvements having been determined to be necessary for the public health; and

WHEREAS, pursuant to said proceedings, a special assessment roll has been or will be prepared and duly confirmed by the Drain Commissioner in the aggregate principal amount of not to exceed \$3,300,000, being the amount of total estimated financed share cost of the improvements, which assessments are payable in annual installments over a period of twenty (20) years, commencing 2008, by the Village of Emmett at large, the County of St. Clair at large, the Michigan Department of Transportation at large and benefited lands, according to apportionments to be duly determined by the Drain Commissioner acting pursuant to Section 262 of the Drain Code, said installments bearing interest at such rate of interest as may be necessary to pay interest on obligations payable therefrom; and

WHEREAS, pursuant to the authorization provided in the Drain Code, the Drain Commissioner, by order, will authorize and provide for the issuance of bonds in two or more series by the South Branch of the Pine River Drain Drainage District payable from the collection of said special assessments against the Village of Emmett, the County of St. Clair, the Michigan Department of Transportation and the benefited lands on said Roll, the first series of said bonds being designated 2007 DRAINAGE DISTRICT BONDS (GENERAL OBLIGATION LIMITED TAX) and the second series of said bond being designated 2008 DRAINAGE DISTRICT BONDS (GENERAL OBLIGATION LIMITED TAX) (together, the "Bonds"), in the aggregate principal amount of not to exceed \$3,300,000, to provide funds to pay part of the costs of the improvements; and

WHEREAS, the said drainage improvements is immediately necessary to protect and preserve the public health, and it is to the best interest of the County of St. Clair (the "County") that the Bonds, in order to be sold at the lowest and most favorable interest cost possible to obtain, be secured by a pledge of the full faith and credit of the County as authorized by the Section 276 of the Drain Code;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF ST. CLAIR, MICHIGAN:

1. That pursuant to the authorization provided in the Drain Code the Board of Commissioners of the County does hereby irrevocably pledge the full faith and credit of the County for the prompt payment of the principal of and interest on the Bonds when due, and pursuant to said pledge,

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

in the event that the collection of special assessments on said roll is insufficient to pay the Bonds or interest thereon when due, the amount unpaid shall be promptly advanced from County funds as a first budget obligation, and the County Treasurer is directed to immediately make such advancement to the extent necessary.

2. That in the event that pursuant to said pledge of its full faith and credit the County advances out of County funds all or any part of said installments and interest, it shall be the duty of the County Treasurer, for and on behalf of the County, to take all actions and proceedings and pursue all remedies permitted or authorized by law for the reimbursement of such sums so paid, including without limitation the reassessment by the Drain Commissioner of the special assessment roll as provided in Section 276 of the Drain Code.

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

RESOLUTION DECLARED ADOPTED

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, Michigan, at its \_\_\_\_\_ meeting held on \_\_\_\_\_, 2007, at \_\_\_\_\_ p.m., Eastern Daylight Time, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meeting 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.

I further certify that the following Commissioners were present at said meeting Jeff Bohm, Wallace Evans, Howard Heidemann, Dennis Kearns, Steven Simasko and Pamela Wall and that the following Commissioners were absent Patrick Quain

I further certify that Commissioner Simasko moved adoption of said resolution and that Commissioner Heidemann supported said motion.

I further certify that the following Commissioners voted for adoption of said resolution: Bohm, Evans, Heidemann, Kearns, Simasko & Wall and that the following Commissioners voted against adoption of said resolution: None

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

DELIB:2874807.2\078009-00004

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

**RESOLUTION #07-20**  
**ST. CLAIR COUNTY BOARD OF COMMISSIONERS**  
**RESOLUTION IN SUPPORT OF M-29 HERITAGE ROUTE DESIGNATION**

WHEREAS, the Michigan Department of Transportation (MDOT), pursuant to the Heritage Route Act of 1993 (P.A. 69 of 1993), is empowered to designate scenic, recreational, and historic highways in the state, and

WHEREAS, the public highway known as M-29, extending from the City of Marysville to the City of New Baltimore within the County of St. Clair, exhibits exceptional scenic, recreational, and historic quality and passes through an area of significant regional importance, and

WHEREAS, a study has been undertaken by the M-29 Heritage Route Committee which assesses the quality of and documents the character and features of the M-29 highway corridor, and

WHEREAS, it is intended that the study be forwarded to MDOT in order to nominate M-29 as a heritage route,


NOW THEREFORE BE IT RESOLVED, that the St. Clair County Board of Commissioners enthusiastically supports the nomination of M-29 as a heritage route and authorizes inclusion of this Resolution with the nomination documents, and

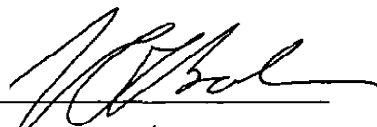
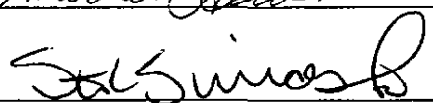
BE IT FURTHER RESOLVED, that the St. Clair County Board of Commissioners hereby requests and encourages MDOT to quickly designate M-29 as a heritage route, and

BE IT FURTHER RESOLVED, that the St. Clair County Board of Commissioners hereby commits itself to enforce within its jurisdiction the management plan portion of this nomination.

**RESOLUTION DECLARED ADOPTED: July 18, 2007**

Reviewed and Approved by:

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

  
\_\_\_\_\_  
Howard Heidemann  
  
\_\_\_\_\_



**RESOLUTION 07-19**

**ST. CLAIR COUNTY PARKS AND RECREATION COMMISSION**

**RESOLUTION TO SUBMIT  
LAND ACQUISITION GRANT APPLICATION FOR  
44.5-ACRES OF PROPERTY LOCATED IN CLYDE TOWNSHIP  
KNOWN AS CAMP WOODSONG  
FOR FUTURE DEVELOPMENT AS A COUNTY PARK  
& COMMITMENT OF COUNTY MILLAGE FUNDS**

**WHEREAS**, the Michigan Waterways Council of the Girls Scouts of America, owners of the Camp Woodsong located in Sections 27 in Clyde Township, are willing to sell their property to St. Clair County for use as a County park; and

**WHEREAS**, the proposed project is consistent with the St. Clair County Master Recreation Plan which proposes to "Pursue the acquisition of new properties that are culturally and/or naturally significant in conjunction with the Southeast Michigan Greenways Plan" and "Opportunities for water access and a system of water trails"; and

**WHEREAS**, the Clyde Township Board of Trustees has determined that the proposed use of the property is consistent with their Future Land Use Plan and Zoning Ordinance and passed a resolution of support for the grant application; and

**WHEREAS**, the proposed acquisition will contribute significantly to meeting the County Master Recreation Plan goals; and


**WHEREAS**, the St. Clair County Parks and Recreation Commission held a Public Hearing on July 12, 2007 and has formally requested that the St. Clair County Board of Commissioners authorize the submission of an acquisition grant application to the Michigan Department of Natural Resources for funds to assist with the acquisition.

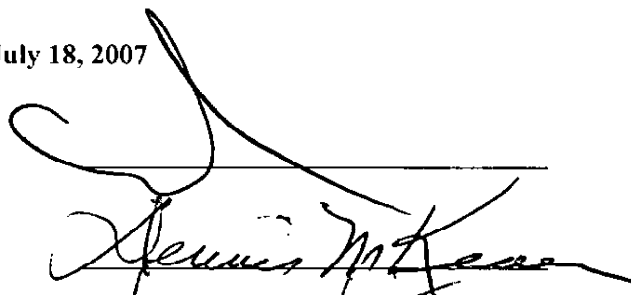

**NOW THEREFORE BE IT RESOLVED**, that the St. Clair County Board of Commissioners does hereby commit to provide the required local matching funds from the County Parks and Recreation millage in the amount of \$164,160.00; and

**BE IT FURTHER RESOLVED**, that the St. Clair County Board of Commissioners formally authorizes the submission of an acquisition grant application to the Michigan Natural Resources Trust Fund to purchase 44.5-acres of land in Clyde Township from the Michigan Waterways Council of the Girl Scouts of America.

**RESOLUTION DECLARED ADOPTED: July 18, 2007**

Reviewed and Approved by:

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

**RESOLUTION - 07-18  
ADOPTING COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE COUNTY OF ST. CLAIR  
BOARD OF COUNTY COMMISSIONERS  
AND  
ST. CLAIR COUNTY  
FRIEND OF COURT SUPERVISORS ASSOCIATION**

WHEREAS, the ST. CLAIR COUNTY FRIEND OF SUPERVISORS ASSOCIATION is recognized by the Michigan Employment Relations Commission and the County of St. Clair as the exclusive representative of certain employees of the St. Clair County 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, 2007 through December 31, 2011 is hereby approved and adopted.

Date: July 18, 2007

Reviewed and Approved by:

Gary A. Fletcher (w/f)  
Gary A. Fletcher  
County Corporation Counsel  
522 Michigan St.  
Port Huron, MI 48060

Alvin M. K...  
Howard E. Heedemann

**AGREEMENT**

**BETWEEN**

**31ST JUDICIAL CIRCUIT COURT  
FAMILY DIVISION**

**ST. CLAIR COUNTY**

**AND**

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

**JANUARY 1, 2007 THROUGH DECEMBER 31, 2011**

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**ARTICLE 1**  
**AGREEMENT**

1.1: This Agreement made and entered into this 1st day of January, 2007 by and between the 31st Judicial Circuit Court Family Division Friend of Court, St. Clair County, herein termed the Employer, and the St. Clair County Board of Commissioners being the Legislative body of said Employer, and the St. Clair County Circuit Court Family Division Friend of Court 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 Friend of Court and County and the Association's individual members as policy enforcers. It is understood and agreed that the members, as Supervisors, and the Friend of 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 as the exclusive representative of all full time and regular part time Friend of Court Supervisors in the following classifications with the exclusion of Friend of Court, Deputy Friend of Court, confidential Secretary, temporary employees and co-op employees, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and working conditions.

- Accounting Supervisor / Imaging Coordinator
- Attorney Referee / Staff Attorney
- Domestic Relations Mediator
- Domestic Relations Mediator/Special Assistant
- Jail Alternative Sentencing Program Coordinator
- Judicial Service Coordinator
- Systems Coordinator

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 Friend of Court, except only as expressly abridged in this Agreement. The control of its properties and the maintenance of order and efficiency are 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 Friend of Court.
  
- B. Further, it is recognized that the responsibility and prerogatives of the management of the Friend of Court for the selection and direction of the working forces includes but is not limited to the right to decide the number of employees, the right to decide employee's qualifications; to determine the times and 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.

**ARTICLE 5**  
**SEVERANCE PAY**

5.1: Supervisors are employed-at-will which means his or her employment maybe terminated at anytime for no reason or without cause. An employee separated from employment "without cause" is entitled to salary continuation as reflected on the table below. If the Supervisor participates in the County health care plan, he or she is entitled to the continuation of health care coverage during the period salary is continued.

<u>F.O.C.</u> <u>Years of</u> <u>Service</u>	<u>Weeks of</u> <u>Severance</u>
5-9	4
10-14	6
15-19	8
20+	10

5.2: The Association membership and the Friend of Court agree to the "employment-at-will" of members of the Association which shall be subject to collective bargaining in the successor agreement to the January 1, 2007 to December 31, 2011 collective bargaining agreement at which time the "employment-at-will" language will be a proper matter of collective bargaining. "Employment-at-will" shall remain in affect until bargained otherwise in a successor agreement and effective upon ratification by the parties.

5.2: An employee separated from employment for gross misconduct is discharged for "just cause" and is not entitled to salary continuation or health care continuation upon separation of employment.

5.3: All accrued compensatory time, sick time and vacation time shall be paid in full to the employee no later than the pay period following his or her separation of employment. Payment in full shall mean the proration of vacation accrual and/or service recognition if either is applicable.

5.4: A former employee shall accrue no benefits during the severance period such as by way of example the accrual of sick time, vacation time, holiday pay and/or retirement credit. Nor shall the employee be entitled to any benefit from a fully insured or self insured plan such as by way of example, life insurance or disability insurance.

5.5: The employee may be required to sign a severance agreement in order to receive salary continuation and health care coverage continuation. A severance agreement is typically specific to the circumstances, persons and situation of the employment separation. A severance agreement will typically outline the terms and conditions by which the County agrees to provide salary continuation and health care coverage continuation. The severance agreement may also outline prohibitions by which the employee must abide or be subject to pay back to the County for the amount of salary paid and the cost of health care coverage or the cost of claims incurred by the County. Such prohibitions may include such things as seeking re-employment with the County, bringing forth allegation of wrongful discharge or discrimination and/or making public certain factual or alleged representations about the County or employment with the County.

5.6: All reference to "County" in this policy statement is understood to include the local "Courts" within the jurisdiction of St. Clair County.

**ARTICLE 6**  
**ASSOCIATION MEMBERSHIP**

6.1: All current Supervisors covered by this Agreement and all new employees hired after the effective date of this Agreement shall become members of the Association and pay the monthly Association dues as may be 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.

6.2: The Association must agree by majority of its membership to initiate, suspend, modify, continue, discontinue or reinstate Association dues and



**COUNTY OF ST. CLAIR**



**Blue Water Bridge  
Draft Environmental Impact Statement – Review**

**Exhibit A**

**Compiled Comments**

**By Staff of**

**Metropolitan Planning Commission  
Health Department  
Road Commission  
Sheriff's Office  
Emergency Management  
Parks and Recreation  
Equalization  
& Drain Commissioner**

**Dated: December 5, 2007**



**Blue Water Bridge  
Draft Environmental Impact Statement – Review**

**Compiled Comments**

by

**Staff of the Metropolitan Planning Commission, Health Department, Road  
Commission, Sheriff's Office, Emergency Management, Parks and Recreation,  
Equalization and Drain Commissioner**

**EXECUTIVE SUMMARY**

**Page 2**

- The document should address the current and projected design capacity at some point as it was mentioned here.
  - When and how will MDOT discuss the current design capacity?

**Page 13**

- Referenced are projections for economic loss due to congestion (\$3.9 billion by 2030, tax base loss (~1.5%), and job relocations. These figures have not, and should be, discussed and justified in greater detail in the document.
  - How and when will MDOT address these projections, and at what point will local agencies and the public be able to review and comment on the findings?

**Page 18**

- As a goal, storm water discharge should be reduced from current levels, not maintained as suggested in the DEIS.
  - How will MDOT coordinate the management of, to a greater degree than is presently applied, storm water for the project area?

## Blue Water Bridge

### Draft Environmental Impact Statement – Review Compiled Comments by Staff

## CHAPTER 1 – WHY ARE IMPROVEMENTS NEEDED?

### Page 7 – What is the History of the Blue Water Bridge and Plaza Improvements?

- It is our understanding that traffic projections (all traffic) have not met the projections to date; it appears that the Plaza currently handles only 1/3 of the traffic it is designed to handle.
  - Though the primary mission of the plaza seems to be security and not facilitation of legitimate commerce, what will be done to guarantee that, despite the size of the preferred alternative, traffic flow will improve and that the plaza will indeed be able to handle the projected traffic volume? (i.e., What systems improvements are being considered or will be included in the project to accommodate growth and security goals?)

### Page 14 – Traffic Growth to the Year 2030

- The second of two traffic projections is viewed as more realistic by staff. The first is assuming economic conditions return to pre-9/11 levels. This is also assuming that the current downward trend in truck traffic is affected by only security issues, and not a shift in cross-border commerce trends. For this reason assuming traffic patterns and projections will grow or decline, and basing capacity needs on these trends is naive. It would be more defensible to opt for an expanded plaza based on security needs rather than traffic projections – security is a factor that cannot be denied or refuted.

### Page 20 – Crash Potential

- MDOT should develop projections for increased/decreased crash occurrence once flow is improved on the Blue Water Bridge due to removal of the weave and decreased congestion.
  - What measures will be taken to decrease the severity and occurrence of crashes along the corridor and on the Plaza?

### Page 21- Crash Potential

- MDOT should develop projections for increased/decreased crash occurrence once flow is improved along the corridor due to the addition of travel lanes and paved/widened shoulders.
  - What measures will be taken to decrease the severity and occurrence of crashes along the corridor and on the Plaza?
  - What measures will be taken to decrease the severity and occurrence of crashes along M-25 and other intersecting roads along the corridor, which are expected to experience increased traffic counts as a result of this project?

## Blue Water Bridge

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#### **Page 22 – Improving Local Roads and Access to Port Huron**

- It is vital to the continued social and economic health of the community that improvements to the condition, access, and placement of local roads be made in conjunction with the Plaza project. The full benefit of an improved Plaza will not be realized if the local network is not optimized.
  - How will MDOT see to it that suitable allowances (either funding or actual improvements) are made to local jurisdictions and transportation providers to ensure that the transportation network (roads and transit) operates at an optimal level?

#### **Page 23 – New Welcome Center**

- Safety and security and the proposed Welcome Center should be coordinated in close cooperation with local law enforcement agencies. Due to its proximity with the urbanized areas of St. Clair County, it is possible that “unwelcome” activities could extend to the new Center.
  - What plans are in place and what accommodations will be made to foster interagency safety and security cooperation?

Blue Water Bridge

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## CHAPTER 2: ALTERNATIVES CONSIDERED

### Section 2.1 Alternatives Development

- It appears that no public input went into the initial 19 illustrative alternatives. The public was not brought on board until those original 19 concepts were refined into six alternatives.
  - What steps did MDOT take to ensure that the general public had access to and input to the design of the initial 19 illustrative alternatives?

### Section 2.2 – Alternatives Carried Forward

- Capacity improvements must be made along the identified segments. Rebuilding these sections of roadway (M-25, Water Street, 10<sup>th</sup> Street, Lapeer) with the understanding that congestion will be nearing unacceptable levels is unacceptable in itself. Knowing that capacity will be an issue even before a road is constructed is a poor decision. MDOT and FHWA would never allow a local jurisdiction to construct a bridge that would be functionally obsolete at ribbon-cutting.
  - What measures and accommodations to local jurisdictions (either funding or actual improvements) will be made to the local transportation network leading to, from, or around the proposed project area?
  - What road improvements and transit accommodations will be made to facilitate the most affective network possible?
- The usual post-and-panel pre-cast sound walls are unacceptable for this application. More aesthetically pleasing designs must be implemented.
  - To what degree are accommodations available for the design and construction of innovative sound walls?

### Section 2.2.3 No-Build Alternative

- This section states that the no-build alternative would not work well because required CBP facilities would not be accommodated. It cites traffic counts and 2030 projections, but does not mention anything about current staffing levels of existing CBP facilities or booths or systems investments their impact on current congestion levels if staffing was increased, and technology or systems investments were made.
  - How would the scope and impacts of the no-build alternative be changed if plaza staffing was increased or altered from its current state?
  - How would the scope and impacts of the no-build alternative be changed if standard operating procedures for plaza staff were changed to alleviate congestion?

## Blue Water Bridge

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- How would the scope and impacts of the no-build alternative be changed if technology solutions were implemented?
- How would the scope and impacts of this no-build alternative be change if border crossing operational system changes were implemented (i.e., increased participation in programs such as nexus and fast pass)?
- The no-build alternative looked at 2030 growth projections.
  - How old are the projections that were used?
  - What steps did MDOT take to validate previous projections and compare the 2030 growth projections that it used to projections made by other entities?
  - MDOT should explain how it analyzed the current lag in the economy and the fact that the city has and continues to lose, not gain population?

### **Section 2.3 Evaluation of Alternatives**

- It appears that no members of the general public or potentially affected neighborhoods were part of the Advisory Committee.
  - What steps did MDOT take to ensure that the general public had representation on the Advisory Committee?
  - What steps did MDOT take to ensure that residents in the Study Area had representation on the Advisory Committee?

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### CHAPTER 3: THE ENVIRONMENT: WHAT'S THERE NOW AND PROJECT EFFECTS

#### Section 3.1 - Land Use And Zoning

Finding Statements:

- “No Build” alternative is consistent with local plans and zoning.
- “City East” alternative is not consistent with local plans or zoning.
- “City West” alternative is not consistent with local plans or zoning.
- “Township” alternative is not consistent with local plans or zoning.
  
- Due to reported projections in increased traffic (not substantiated within section), all three alternatives will create a need to review and modify the Master Plans and Zoning for the project area communities.
  
- If a build alternative is undertaken, the surrounding businesses are suspected to re-locate in the area: if their market remains stable. Relocation activities by businesses will consume areas of current residential lands. However, the impact of the probable relocation of businesses and associated impacts are not addressed in this section but referred to in section 3.7. Additionally, a conflict with noise, lighting and other visual ordinance language is referred outside the section to 3.10 and 3.8, respectfully. All of these issues have land use implications and should be adequately addressed (as it relates to land use) in this section.
  
- In general, the format of the section hampers an easy review of the material presented due to the marginalia and inconsistent reporting method. As an example: the final analysis (beginning on page 3.1-7) starts in paragraph format for the “No-Build” Alternative while the “Township Alternative” has been completed in a bullet style.
  - How are the alternative plans incorporating stated goals to preserve community character within St. Clair County?
  - Will any plans to enhance a potential tourism experience be measured against written community plans and ordinances regarding noise, light, odor or any other documented source of pollution? As each alternative will impact local plans and ordinances:
    - What would be the expected expense for each community to incorporate such a development into their plans and zoning: both for the immediate building areas and the impacts due to relocation of businesses?
    - What assistance will be provided to help communities amend their short and long term goals to accommodate such a development project?

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- Will project partners work with and provide technical assistance to municipalities to evaluate the project's impact on local comprehensive plans and revise those plans?
- What would be the timeframe and efforts by MDOT to facilitate communities in the process of restructuring their plans to support this plaza development?
- What specific development types (recreational commercial, tourism, vehicle maintenance, food services) would each community need to consider into the future. As stated within the DEIS, the current plans are not sufficient to address expected traffic increases into the future?
- If the expected traffic has not been sufficiently addressed within the current community plans, what areas within the adjacent transportation network may need improvements to handle the future demands both with and without the bridge plaza?

#### Additional Comments/Questions:

- Are the proposed uses consistent with appropriate Land Use Plans? (Including the communities of Port Huron, Kimball, County)
- Are the proposed uses consistent with current Zoning? (Including the communities of Port Huron, Kimball)
- Is the State required to comply with local planning and zoning? If so, when will the review and approval process begin?
- Are their public lands (owned by City/Township/County) within the footprint of either project? How will the impacts be mitigated?

## **Section 3.2 - Community and Neighborhood Impacts**

### **3.2.7 How Do People Get Around the Port Huron Area?**

- The City West Alternative anticipates a traffic roundabout on the re-routed Pine Grove Avenue, between Scott Avenue, and Mansfield Street.
  - Have pedestrian and bicyclist needs been anticipated for this area?
  - What are the design and operational issues that are being considered for visually impaired pedestrians at this roundabout?

### **3.2.9 How Will the Alternatives Affect Neighborhoods?**

- The Township Alternative will create a vast North-South barrier (perceived or real) along the proposed secure corridor.
  - How does each alternative, and in particular the preferred alternative, minimize the barrier (perceived or real)?
  - What steps will be taken to minimize the barrier during construction of the preferred alternative?
  - Please explain how the community can be assured that there will be no net loss of north/south capacity in the study area during and post construction.

## Blue Water Bridge

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#### Additional Comments/Questions:

- How many households will be displaced? What communities and neighborhoods are those households expected to relocate to? What impacts might those communities experience as a result of these relocations?
- What are the economic characteristics of those households (not just what the 2000 Census Block data reveals, what does a door to door survey show)?
- Are there existing Low/Mod income subsidized housing units within the footprints? How many units and how many families? How will those housing needs be met if displaced?
- Are there any social, cultural, religious, education based meeting centers such as churches, community centers, etc., within the footprint? If so, how many and how will the displacement of families and these centers impact the services delivered by the centers?
- How many businesses are located within the project footprint? If so, how many and how will the services they provided to the community (at the neighborhood level, city wide, greater community wide) be accommodated in the future?
- Are there historically or culturally significant structures or sites within the project footprint? How are they to be treated and their value to the neighborhood and community be preserved?
- Are there streets and pedestrian systems within the footprint and surrounding area that may be considered or rendered isolated by the user during the construction and after completion of the project?
- Have you identified neighborhood structures and geographic areas that will now have a new 'neighbor' changing their view, value, solitude (sound), air quality characteristics of that structure or area? If so, to what extent will each of those attributes be impacted? Are steps going to be taken to mitigate those impacts and changes? Describe these mitigation activities.
- What type of isolation facility will you have for person(s) suspected of being infected with hazardous communicable disease (i.e. SARS, Avian Flu)? Hazardous communicable disease is a threat to public health for the citizens of St. Clair County and the United States. This has been recognized by the Center for Disease Control, the Office of Homeland Security and local health officials. To limit the risk of infection of the public due to international spread of disease, it is imperative that within the Blue Water Bridge Plaza compound a clinical isolation/quarantine facility is constructed for holding and medical triage of persons entering this country and the U.S. who are suspected of exposure or known to be infected with a hazardous, contagious disease. Holding individuals for interview and triage at the border plaza will provide opportunity for appropriate prevention and treatment measures.
- What type of quarantine/ isolation facility will be available to prevent spread of disease? Current protocols permit temporary quarantine up to 72 hours. How will detainees be accommodated?
- Will there be a first aid station that can double as a quarantine facility with proper ventilation?



## Blue Water Bridge

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- Discuss the expected traffic (2007, 2010, 2020) at the following locations and what steps will be taken in designing the Plaza and Corridor project to ensure existing levels of service will not be reduced at those same locations:
  - M-25 bridge over the Black River Canal
  - Wadhams Bridge over the Black River
  - Wadhams Road from I-69 to Black River Bridge
  - North Street from Wadhams Bridge to Keewahdin
  - Keewahdin from North Street to M-25
  - Lapeer from Wadhams road to I-69
- Are the Black River Bridge improvements, from the bridge into the City, being designed to handle increased traffic capacity traveling both north and south of the plaza?
- Is the plaza being designed to ensure ease of direct access to and from M-25?
- An easy route back into the downtown and Fort Gratiot area from the Welcome Center must be designed into the project. (The Welcome Center will highlight great things to do in the Port Huron area. The project design must not act as an impediment to accessing those community assets.) How will the proposed welcome center location and road connections enhance visitors' experiences through improved access to those areas and attractions most frequented?

### **Section 3.3 Environmental Justice**

- Section 3.3, Environmental Justice, basically implies that minority and low-income residents will not bear any more hardship caused by the bridge plaza construction than any other population group. The 'pain' will be spread evenly among all residents of the study area.
- Document minority and low-income population within the study area by block group.
- How do these figures compare to the community as a whole?

### **Section 3.3.4 - What are the Effects of Each Alternative on Environmental Justice Populations?**

- On page 3.3-7, the DEIS notes that "All residents of the Study Area including minorities and lower income groups will benefit from positive impacts of a potential new Blue Water Bridge Plaza. Potential beneficial impacts include relief of local traffic congestion, increased border safety and security, job creation, and improved economic conditions for businesses that depend on trade."
  - Explain what sort of job creation for environmental justice population will take place in the study area and in the City of Port Huron, as a result of this project?
  - What actions will be undertaken by MDOT to work with other state agencies, local non-profit organizations, and other entities to bring jobs to

## Blue Water Bridge

## Draft Environmental Impact Statement – Review Compiled Comments by Staff

- the City of Port Huron, particularly the immediate Study Area? When will this work begin? Will there be measurable outcomes established for this effort? Explain how agencies will be held accountable for attaining these measures?
- What are the factors that suggest there is a potential for job creation as a result of each of the four alternatives being considered?
- On **pages 3.3-9 and 3.3-11**, it states that neighborhood cohesion would be divided and that several businesses would be relocated, which “could present a challenge to the local low-income population to find sufficient alternatives to these departed businesses” and that “low-income residents may be limited in personal transportation options and rely on public transit to reach similar businesses in other parts of the Port Huron area.”
    - What actions will MDOT undertake to work with Blue Water Transit to ensure that low-income residents are able to reach similar businesses in other parts of the region as a result of business relocation?
    - Explain how MDOT will identify alternative businesses and services within a reasonable distance of affected residents.
  - This section later states that environmental justice populations will experience the same changes in access, emergency service routes, and minor transit re-routing as everyone else. However, non-environmental justice populations would not be affected in the same way. There seems to be conflicting statements as to the overall impact on low-income residents in terms of changes to public transportation routes and access to businesses that will have to relocate as a result of the project.
    - Elaborate on the mitigation strategy that will be pursued to ensure that minority and low-income populations will suffer no net loss in access to businesses and services.
    - How will each alternative under consideration impact minority and low-income residents in the Study Area that rely on walking to school, work, businesses, or for recreation?
    - How will each alternative under consideration impact the provision of and access to social services in the surrounding neighborhoods, the city of Port Huron, and neighboring townships?
  - The document identifies that the City East option will benefit Environmental Justice populations and border crossers with relief in traffic congestion.
    - Provide actual numbers and projections that prove there will be a relief in traffic congestion for environmental justice populations.
  - The document identifies that the Township Alternative would result in less minority relocations, because that alternative has fewer relocations in total.

## Blue Water Bridge

### Draft Environmental Impact Statement – Review Compiled Comments by Staff

- How will each alternative impact the demographic character of the surrounding neighborhoods? How will the project affect interaction among persons and groups? How will it change social relationships and patterns?

#### Additional Comments/Questions:

- What are the socio-economic, race, cultural heritage characteristics of the households, businesses and their service population located within the project footprint, within one quarter, one half, and one mile of the expected boundary of the project footprint?
- Identify the ‘Environmental Justice’ population for the project footprint, within one quarter, one half, and one mile of the boundary of the project footprint?
- Do these numbers indicate that this project will or may affect these populations to an extent greater than the ‘non-Environmental Justice’ population?
- If there is a predominant affect on the ‘Environmental Justice’ population, what steps will be taken to mitigate this finding?

#### **Section 3.4 – Economics**

- Does the displacement of any businesses within any of the proposed alternatives affect any existing TIF zones or other tax capture areas?
- If so, to what extent and how will the impact be mitigated?

#### **Section 3.4.1 What are the Existing Local Economic Conditions?**

- The section covering “Existing Businesses and Economic Activity” is very general and simply lists, in general terms, some of the types of businesses and government buildings that are located in the vicinity.
  - There is actually very little discussion of “local economic conditions” in this section.
  - What impact have recent plant closures or layoffs had on the local economy? In what ways would each alternative under consideration potentially benefit the local economy?
  - What are the current shopping and business patterns within the project footprint? One quarter, one half, and one mile of the boundary of the project footprint? What are the current shopping and business patterns of the population that frequents those commercial and retail centers from a multi-jurisdictional perspective?
  - What existing retail and commercial centers are expected to benefit during construction? What does this impact translate to in terms of jobs and spending?
  - How will each alternative being considered add to resident and visitor experiences to the greater Port Huron area? What measures will be taken to ensure that the experience is enhanced for the life of the improvement?

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### Draft Environmental Impact Statement – Review Compiled Comments by Staff

- Unemployment data is based on 2005 numbers which are now out of date. Update this data to at least the quarter prior to release of the DEIS and provide appropriate analysis.
  - What steps will MDOT take to ensure that there will be no jobs lost as a result of each alternative under consideration?
  - In what ways do the most recent unemployment figures for the City of Port Huron and St. Clair County change the scope and impacts of each alternative under consideration?
  
- Employment projections and overall economic discussion does not seem to account for the struggling economic times that the city currently faces. DEIS generally mentions the plight of the auto industry.
  - How will the struggling economy and current economic trends change the scope and impacts of each alternative under consideration?
  - What are the effects of current economic trends on local as well as regional Blue Water Bridge Plaza congestion?
  
- The number of Canadians that cross the bridge to come to work in St. Clair County is based on discussions with “several major employers.” As a result, the number given seems arbitrary and no level of accuracy can be ascertained.
  - What steps did MDOT take to garner accurate figures on the number of Canadians that cross the bridge to work in St. Clair County?
  - Explain the methodology and steps taken by MDOT to identify how many Canadians cross the bridge to go to work in other parts of Southeast Michigan.
  - How many residents of St. Clair County and Southeast Michigan cross the bridge on a daily basis to work in Canada?
  - In what ways would each alternative under consideration encourage or facilitate economic effects that could result in other activities that could significantly affect the environment?
  - Describe the impact that the development will have (during construction and upon completion) on the reach of the retail marketplace along M-25 from Main Street Port Huron to the north end retail center in Fort Gratiot Township.
  - How were these impacts determined?
  - How will these impacts be affected by each alternative under consideration?

#### **Section 3.4.3 Assumptions and Methodologies**

- In the analysis of the impacts to the tax base, the DEIS states “Future changes in taxable value due to the impacts of a particular alternative on neighboring parcels are not accounted for in the assessment.”

## Blue Water Bridge

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- Not including the estimated changes in taxable value is a major omission and is one of the major purposes of performing the EIS in the first place; certainly similar studies have been performed on major transportation projects which could act as a model for this project.
  - What methodology was utilized to analyze the impacts of each alternative under consideration on the local tax base?
  - Provide the methodology and resulting estimates of taxable value that will be affected by the preferred alternative.
- In the “Job Impact Analysis” section, it states that the study team developed estimates of the jobs that would be relocated, including estimates for relocated jobs where data was unavailable. However, the DEIS does not state what those estimates actually are until later in the report.
    - Elaborate on what steps MDOT will take ensuring that jobs in other areas of the city of Port Huron and St. Clair County will not be adversely affected as a result of the loss or relocation of jobs in the Study Area.
    - Will there be a multiplier effect for job loss in the city and the county?
    - If so, what will that multiplier effect be and how was it determined?
  - In the “Cost of Congestion Analysis” section on page 3.4-12, the DEIS simply refers to a 2003 study by Taylor, Robideaux, and Jackson. This section mentions this report, but gives no actual data or findings until much later in Section 3.4.
    - What steps did MDOT take to ensure that the findings of this 2003 study are still relevant today?

#### **Section 3.4.4 How Would a No-Build Alternative Affect Businesses, Taxes, Jobs, and Trade?**

- Quite often in the DEIS it refers to negative impacts on trade between the US and Canada due to increasing levels of congestion causing longer delays on the Blue Water Bridge if the no-build option is chosen. However, the DEIS does not do an adequate job of substantiating the claim that congestion will increase.
  - What are the factors that will lead to an increase in congestion?
  - What other alternatives did MDOT examine to effectively manage existing congestion and mitigate projected congestion? Did those alternatives include organizational system or technology solutions? If so, what was considered and what were the conclusions that led to consideration of envisioning the proposed alternatives.
  - What methodology was utilized to deduce that those alternatives were insufficient?

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- On page 3.4-13, it states that “other studies have suggested that there will be high job losses unless the Michigan border crossings, including the Blue Water Bridge, are improved.” However, no concrete figures are stated to back this statement up. Instead, the report cites one conclusion from one report.
  - Elaborate and provide a concrete connection between the no-build option being selected and inevitably causing job loss.

### **Section 3.4.7 How Would the Township Alternative Affect Businesses, Taxes, Trade, and Jobs?**

- This section does not include comprehensive analysis of how the City East or City West Alternatives would affect the nearby commercial zones in Fort Gratiot Township or the City of Marysville (during construction or after).
  - Specifically, what are the anticipated impacts to businesses, jobs, and the overall economy in Fort Gratiot Township, Port Huron Township, the City of Marysville and other surrounding communities?
- With the exception of Section 3.4.7, most of Section 3.4 (Economics) deals with impacts to either the Study Area or the City of Port Huron, particularly downtown Port Huron. There is very little analysis of the impacts to businesses, jobs, and the overall economy in Fort Gratiot, Port Huron Township, or other surrounding communities.
  - In what ways will each of the alternatives under consideration impact the economy in Fort Gratiot, Port Huron Township, and other surrounding communities?
  - In what ways will each of the alternatives under consideration potentially benefit the economy in Fort Gratiot, Port Huron Township, and other surrounding communities?
  - What specific employment and industry sectors will be impacted the greatest in these surrounding communities?
  - What sort of multiplier effect will there be on businesses and employees in these surrounding communities as a result of business and employee relocation in the Study Area?

### Additional Comments/Questions:

- What is current shopping and business patterns within the project footprint, one quarter, one half, and one mile of the boundary of the project footprint?
- What are the current shopping and business patterns of the population that frequents those commercial and retail centers from a multi-jurisdictional perspective?
- What is the extent of the current geographic area that the potentially impacted shopping and business areas draws from (the market area)?

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- How will the construction impacts draw commerce from that market area? What does this impact translate to in terms of jobs and spending?
- After construction, how will the extent of the existing market area be altered? What does this impact translate to in terms of jobs and spending?
- What existing retail and commercial centers are expected to benefit during construction? What does this impact translate to in terms of jobs and spending?
- What new retail and commercial centers are expected to be established after construction? What does this impact translate to in terms of jobs and spending?
- How will local and County Government's share of sales tax revenues be impacted by changes in spending patterns?
- What is the total current revenue from real estate, personal property, and income tax for the project footprint, within one quarter, one half, one mile of the project footprint broken out by taxing jurisdiction?
- How are changes in land use patterns, housing opportunities, consumer spending, expected to impact these current tax revenues (in current dollars projected for periods of one, five, ten, twenty, and thirty years) for the geographic areas described above?
- Are there opportunities for transportation, logistics, warehousing jobs resulting from these public investments? If so, where and when might these opportunities materialize? What incentives is the State and Federal government ready to offer to encourage these jobs and capital investments (both financial and programmatic)? What other types of employment can be expected to materialize from the opportunities that an improved border crossing have been shown to offer?
- There will be a tax-base loss for the County, City and Township. Will the State provide a payment in lieu of taxes for the permanent loss of potential tax base?
- Describe the economic growth that is expected to occur along the Plaza and I-94/69 Corridor in St. Clair County as a result of this public investment and increased border traffic.
- An easy route back into the downtown and Fort Gratiot area from the Welcome Center must be designed into the project. (The Welcome Center will highlight great things to do in the Port Huron area. The project design must not act as an impediment to accessing those community assets.)
- Are there assurances that local contractors or workers will benefit from construction jobs?
- Will the project comply with Davis Bacon and prevailing wage (depressed area) standards?
- Consider constructing the Welcome Center in median between east and west bound I-94. This will aid in ease of returning to the Port Huron and Fort Gratiot areas.
- What is the actual tax revenue that would be lost to the county, cities and townships?

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**Section 3.5 – Safety and Security**

**Additional Comments/Questions:**

- What are the existing routes used by public safety agencies within and through the project footprint?
- How will these routes be accommodated during the construction period?
- Once completed, what are the expected routes for these agencies both within and through the project footprint?
- How will these changes impact response times, both during construction, and upon completion of the project?
- Will any new specialized response equipment be necessary given the expected facility, equipment, and changes in intensity of use at the plaza and within the corridor?
- Will any assistance be provided for the acquisition, training, and maintenance of this equipment?
- Are current communication and intelligence sharing functions between those agencies with authority on the Plaza and the host communities considered adequate? If not, how will they be improved ensuring protection of international, state, and local assets and populations?
- Will there be a local 24/7, manned, phone number for law enforcement to call during construction, if there are issues?
- If it is vital for security that the plaza be on ground level, how will 10<sup>th</sup> Avenue be affected as it currently goes beneath both bridges? Will 10<sup>th</sup> Avenue be closed?
- Describe plans for multiple points of accessibility for emergency response to the hospitals, senior living facilities, and evacuation routing in general through the footprint of the plaza accommodating users that may be north of the plaza.
- Describe facility systems that will accommodate neighborhood alert to release of airborne hazardous materials (i.e., an audible siren system).
- Will fire suppression systems be installed over inspection areas to help contain incidents?
- Describe on-site equipment and material that will be immediately available to respond to hazardous material releases.
- Many people live north of the plaza yet work south of it. What will be done to ensure that those working south will be able to easily access the north end in the event of an emergency at the plaza?

**Section 3.6 Relocations**

**Section 3.6.1 What is the Current Real Estate Market in St. Clair County?**

- DEIS indicates that businesses are growing in the Port Huron area, that long-term trends for commercial development in the Port Huron region are positive, and that the presence of the Blue Water Bridge assists businesses in the City of Port Huron. However, no actual numbers are given to support these claims. Instead, they are based on general discussions with realtors.



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- Can these claims be substantiated?
- Provide evidence and factual information that supports the notion that businesses and commercial development in the Port Huron region are positive (i.e. expanding).
- In what ways does the presence of the Blue Water Bridge assist businesses in the City of Port Huron and the greater Port Huron area?
- Describe in detail the methodology and source information that points to long-term growth for commercial development in the city of Port Huron and St. Clair County.
- Provide a list of specific businesses that have relocated from the Detroit Metropolitan Region to Port Huron in the past 3 years.
- Provide data and recent trends in home sales for Port Huron from 2002-2007. What have the sales trends been and how have sales prices changed in the past five years?
- How many foreclosures are there in the City of Port Huron? How many foreclosures are there in the Study Area?
- How many households and businesses have already been relocated? Where have these businesses and households relocated to? What type of assistance was provided?
- How many households and businesses are expected to be relocated due to direct expected economic impacts? Due to indirect economic impacts (i.e., changes in shopping habits)?
- How will business relocations affect existing market areas, shopping patterns, and spending patterns? How has the relocation impacted the business and community they moved to?

#### Additional Comments/Questions:

- How many households and businesses have already been relocated? Where have these businesses and households relocated to? What type of assistance was provided? What steps will be taken to follow-up with those relocated to ensure unanticipated consequences of the move are addressed?
- How many households and businesses are expected to be relocated due to the direct effect of the project (within the proposed footprint)? When are these households and businesses expected to be closed and moved?
- How many households and businesses are expected to be relocated due to direct expected economic impacts? Due to indirect economic impacts (i.e., changes in shopping habits)?
- What communities or neighborhoods within communities are these households and businesses expected to relocate to?
- How will these business relocations affect existing market areas, shopping patterns, and spending patterns?
- How will these household relocations effect existing housing values (both assessed and sales values) in the community or neighborhoods that they are relocating to?

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- Are there any expected impacts in those communities that households relocated to such as displacement of existing homeowners, renters, property owners, or through gentrification?
- What type of assistance (financial as well as programmatic) can communities expect to receive to mitigate the impacts of relocation of households and businesses?
- What steps will be taken to create a single point of contact for those households and businesses that are relocated? How long after completion of this project will that office remain open?

### **Section 3.7 – Indirect And Cumulative Impacts**

#### **3.7.3 Description of Development in St. Clair County and the Port Huron Area**

- This section fails to identify that Downtown Port Huron is essentially an island and that any changes in traffic flow can have substantial affects on how traffic ingresses and egresses from this ‘island’. Furthermore, traffic signal timing has been undertaken in the past to minimize north-south congestion issues between Port Huron and Fort Gratiot along M-25. There is no mention of mitigation to local units to retime or synchronize signals during or after construction of the City East or City West Alternatives.
  1. MDOT says traffic will increase in the coming years.
  2. The current transportation configuration can’t handle traffic effectively.
  3. How is it expected to once this “super-efficient” plaza is constructed?
  4. There are very few roads onto and off of the “island” that is Port Huron. What measures is MDOT going to take to mitigate the current/projected congestion along all corridors leading to and from Port Huron?
  5. MDOT can’t affectively handle the traffic now – how will it once the plaza is built?

#### **3.7.4 What are the Indirect Impacts?**

- There is no mention of how local and County Government’s share of sales tax revenues may be impacted by changes in spending patterns as a result of consumers shopping outside of the county to avoid construction congestion. Furthermore any such change in shopping patterns could become permanent as a result of habit even after construction completion.
  - Provide an estimate of the sales tax revenues by community (Port Huron, Fort Gratiot) during construction and after completion of the project.
  - What action will be taken to mitigate expected loses?

#### **3.7.7 How did the Study Team Determine if the Alternatives would have Cumulative Effects?**

- There is no mention of the St. Clair County Drain Commissioner’s Procedures and Design Criteria for Storm Water Drainage and Development Plans in the list of documents reviewed.

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- o How would cumulative effects to drains and watercourses be mitigated?

#### **Section 3.8 – Aesthetic and Visual Impacts**

##### Additional Comments/Questions:

- Will existing structures throughout the project (plaza and corridor) reflect the unique character of the host community (define that host community with respect to community character)?
- How will that community character be developed or discovered?
- How will that character be translated into physical elements?
- Will properties currently within sight of the properties to be developed, be protected from this development through design elements? If not, how will the design itself offer that ‘protection’?
- Will an evaluation of development alternatives include a visual preference survey workshop?
- Will an evaluation of development alternatives include proposed viewshed protections that consider unique community, cultural, historical, environmental characteristics present within the project footprint?
- Does a baseline lighting impact study exist? Does such a study consider both spillover to surrounding properties and impedance to view of the night sky?
- How will security lighting be designed and deployed to minimize glare and light spillover into surrounding properties?
- How will lighting throughout the expanded facilities minimize ‘light pollution’ of the night sky?
- How will light pollution be minimized?
- How will noise pollution be minimized?
- What are the facility plans for holding livestock?
- How will animal waste be disposed?
- What odor control measures will be taken for the animal containment facility, and the animal waste?
- Ensure that the retaining and security walls constructed around the plaza and corridor are aesthetically pleasing.
- Construct a public park around the perimeter of the plaza softening the impact of the wall itself and enabling the site to become a community asset.

#### **Section 3.9 – Air Quality**

##### Additional Comments/Questions:

- Have baseline studies been conducted of air quality within the project footprint? Within one quarter or one half mile of the project footprint? When will a “hot spot” air quality study be completed and will it include a base line measure as

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well as measures expected during construction, upon completion, 5 years, 10 years, 20 years into the future? What are the results of these studies?

- How will the proposed projects impact the findings of the baseline study?
- What are projected air quality findings five years after completion of the project? Ten years? Twenty years? Thirty years?
- What steps will be taken to mitigate any decreases in air quality (increases in measurable amounts of target gases and particulates)?
- What steps will be taken to protect surrounding land uses from adverse impacts of decreased air quality and increased particulate materials? What systems will be deployed to alert the surrounding community of air quality emergencies?
- Are expected air quality levels in line with standards established for the community and region by SEMCOG, Michigan DEQ, and US EPA? (Upon completion of construction, five years, ten, twenty, and thirty years after completion.)
- Since there is parking for 200 semi-trucks, what policy will be utilized to control carbon monoxide emissions?
- St. Clair County is currently on the non-attainment list for the 8-hour Ozone levels. What measures will be taken to assure that the project will not add to the problem?

### **Section 3.10 – Noise Impacts**

#### Additional Comments/Questions:

- Have baseline measures been established at the Plaza and throughout the corridor?
- Do these measures fall within acceptable ranges for adjoining neighborhoods as established by City and Township ordinances? Do they meet State (MDOT, MDEQ, MIOSHA) standards?
- What land uses surrounding the project area will be most affected by noise issues?
- How will MDOT work with those entities to ensure that they are involved in Context Sensitive Solution development?
- What are the projected noise levels at the edge of the proposed footprint and within a quarter mile of the footprint for five, ten, twenty, and thirty years into the future based on anticipated traffic growth and known technology.
- Will these levels meet existing City and Township standards?
- How will construction activities be managed to minimize noise in surrounding neighborhoods?
- What steps will be taken to minimize the impacts of noise on surrounding land uses, residents, and businesses?
- How will noise levels be monitored at the plaza boundaries during normal operations? What steps will be taken to reduce noise levels during normal operations when they are found to exceed acceptable standards?

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**Section 3.11 – Groundwater, Drainage, and Surface Water Quality**

## Additional Comments/Questions:

- What groundwater aquifers exist within the study area? What direction do these waters flow in? How many water wells in the 'down-stream' direction exist?
- What construction activities are expected to occur which could threaten the quality or quantity of groundwater within the study area and down-stream? (i.e., driving pilings, footings, test boring, etc.)
- Do groundwater recharge areas exist within the study area? Within the drainage basin that includes the study area?
- What effect will construction and changes in land use have on those recharge areas, both the quantity and quality of the water in the drainage basin?
- What groundwater wells exist in the project study area? What measures will be taken to ensure the integrity of that source of water during construction and upon completion of the project?
- What monitoring systems will be put in place during the construction phase to ensure the quality of groundwater used for drinking water is not compromised?
- What County and natural drains exist within the drainage basin of the study area?
- What impact will changes in land use and construction have on the quantity and quality of storm water that ends up in those County and natural drains?
- Are the proposed developments consistent with and will they be designed in a manner as to support existing storm water plans, watershed plans, land use, and infrastructure plans that exist? What such plans have the project partners reviewed?
- Are the proposed construction practices and development plans consistent with the County's Storm Water Permit and Storm Water Pollution Prevention Initiative (SWPPI)? The City's SWPPI?
- What steps will be taken to ensure compliance with the SWPPI and County Storm Water Permit?
- Have the project partners begun discussions with the Drain Commission? With the County Storm Water Coordinator?
- What Best Management Practices will be implemented during construction to ensure storm water discharges from the site are not contaminated with trash, hydrocarbons, sediment, and heavy metals?
- What Best Management Practices will be implemented to prevent degradation of storm water quality and increased storm water discharge to local surface waters after construction and during normal site operations?
- What monitoring of storm water outfalls will be implemented prior to, during and after construction to ensure storm water quality is not degraded and the quantity of storm water is not increased to local surface waters?
- What measures will be taken if monitoring determines storm water discharges from the project site are degraded in quality or increased in quantity?
- St. Clair County, the City of Port Huron, Port Huron Township and Kimball Township have all participated in the development of the Northeastern Watersheds Management Plan and must meet the goals and objectives of this plan for purposes of compliance with NPDES Phase II Storm Water regulations. How

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will this project meet the following related goals and objectives of the Northeastern Watersheds Management Plan?

- Goal 2: Ensure sustainable growth and development.
- Goal 3: Protect and improve water related recreation.
  - Objective 3.1 Reduce sediment loading and associated turbidity
  - Objective 3.7 Minimize chemical spills and ensure proper notification of spills.
- Goal 4: Protect and improve the warm water and cool water fishery and conditions for other indigenous aquatic life and wildlife.
  - Objective 4.1 Reduce sediment loading and associated turbidity.
  - Objective 4.3 Stabilize hydrologic flows.
  - Objective 4.4 Enhance and protect riparian areas and in-stream habitat.
  - Objective 4.8 Minimize chemical spills and ensure proper notification of spills.
- Goal 5: Protect public health and the drinking water supply (public and private).
  - Objective 5.5 Minimize chemical spills and ensure proper notification of spills.
- Goal 7: Increase recreational opportunities (parks and other facilities), including public access to Lake Huron, the Black River, and the St. Clair River.
  - Objective 7.1 Work with regional, county, and local governments, and other agencies and organizations to increase water-related recreational opportunities throughout the watershed while protecting water resources from degradation.
  - Objective 7.2 Seek out and act on opportunities for additional parks and recreational spaces, with priority along stream and riparian corridors, and greenway corridors.
  - Objective 7.3 Provide additional public access to water resources.
- Goal 8: Maintain and/or increase the aesthetics of the water resources
  - Objective 8.1 Reduce sediment loading and associated turbidity.
  - Objective 8.3 Stabilize hydrologic flows.
  - Objective 8.4 Enhance and protect riparian areas and in-stream habitat.
  - Objective 8.5 Minimize chemical spills and ensure proper notification of spills.

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- Will the project implement any Post Construction Best Management Practices, such as Low Impact Development practices, that will encourage the infiltration and natural filtration of storm water?
- Will the project incorporate Leadership in Energy and Environmental Design (LEED) standards into the construction of the proposed facilities?
- Is there any planning as to how environmental spills will be contained?
- Has any part of the site been classified as an “environmentally sensitive” area? If so, specify.
- Will there be sump pumps operated for potential high ground water levels? What if any adverse effects will that have on adjacent properties?
- Will ‘green’ building and site design standards for on-site storm water treatment be implemented?
- Will all on-site storm water from the corridor project and plaza include cleaning and polishing of all run-off and maintain existing release rates from the sites?
- What plans are in place for the snow removal from the corridor and plaza?

### **Section 3.12 – Floodplains**

#### Additional Comments/Questions:

- Has an evaluation been made of flood elevations and potential development within the floodway?
- What steps will be taken to ensure compliance with Federal, State, and local flood regulations?
- How will construction activities and resulting development affect the flow of floodwaters within the study area?
- How much additional water run-off will be contributed to the floodway within or adjacent to the study area during construction and upon completion of the projects?

### **Section 3.13 – Wetlands**

#### Additional Comments/Questions:

- How and by whom will a wetlands inventory be conducted? If appropriate, how will an appeal or conflicting findings with other inventories conducted by a reputable source be received, acted upon, and resolved?
- What wetland types exist within the project study area?
- What wetlands will be directly impacted by construction and subsequent development? How many acres of wetland, what type of wetlands?
- What steps will be taken to minimize impacts on wetlands both direct impacts and indirect?
- If there is mitigation involved, will it take place within the same watershed? If not, what are the reasons for looking elsewhere for mitigation?

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- How will project partners work with community leaders that will host mitigation activities? What reviewing authority will the project partners offer to the host community?
- How will wetland development and mitigation activities affect groundwater and surface water quality and quantity within the host watershed(s)?
- Are there plans to minimize the adverse impacts of this development and mitigation activity? What will they consist of?
- If mitigation activity occurs, what efforts will be made to monitor those activities to ensure the success of that activity and future viability of the mitigation activity?
- What type of monitoring will be implemented on wetlands before, during and post construction to determine impacts?

### Section 3.14 – Plants, Wildlife, and Threatened and Endangered Species

#### Additional Comments/Questions:

- What methods were used to identify valuable plants and wildlife, and threatened and endangered species before the project is constructed? Exist within an 'impact area' outside of the immediate boundaries of the study area?
- If appropriate, how will an appeal or conflicting findings with other inventories conducted by a reputable source be received, acted upon, and resolved?
- What threatened or endangered species of plants or wildlife exist within the study area? Within an indirect impact area adjacent to the study area? Will the project impact any valuable plants and wildlife or threaten and endangered species?
- What steps will be taken to permanently protect and preserve those threatened or endangered species that are found to exist within or adjacent to the study area?
- How will efforts to protect and preserve those areas set aside for permanent protection and preservation be monitored?

### Section 3.15 – Cultural Resources

#### Additional Comments/Questions:

- What efforts are being made to reach out to local entities that can assist with identifying historically and culturally significant sites and structures?
- Will contact be made with the local historical society, Port Huron Museum?
- What opportunities will be provided to involve representatives of native peoples who populated the area?
- What steps will be taken to protect and preserve those historic and culturally significant structures within the study area?
- Describe plans to install interpretative signage and memorials honoring historically and culturally significant land uses, structures, activities that may have occurred with the study area which will no longer be readily accessible to the public.



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#### **Section 3.16 – Potential Contaminated Sites**

##### **Finding Statements:**

Each alternative will include sites of Recognized Environmental Conditions (RECs). The report does not include sufficient information to complete a thorough decision without consulting the work papers. Upon reading the written work papers, several items are of concern:

- Both on-site and adjacent area reports included recommendations for further study [Phase II ESA]. The DEIS should-not require “further study,” but be conclusive in its findings.
- Buried oil storage tanks for heating prior to the introduction of natural gas may remain within the project areas. Note: 1937 aerial shows houses removed for the initial span of the Blue Water Bridge. These homes likely used oil tanks.
- Hazardous Materials Routes were not identified and reported as a REC. In addition, the current and future truck parking areas were not listed as temporary storage areas for chemicals of environmental concern. As past history may indicate, spills can occur on or around the bridge facility. The public should be aware of these transient risks just as those with a fixed location.
- Historical Review does not clearly state: “no additional sites were identified” instead the report only states “...identified many of the same sites...”
  - How can this EIS be complete if further research has been indicated in the form of Phase II Site Assessments?
  - In the absence of the recommended Phase II Site Assessments, how would the worst case scenario of each site be addressed?
  - What would be the cost and remediation efforts for each worst case scenario?
  - The reports indicated residential homes were present prior to the introduction of natural gas. How many heating oil storage tanks may remain in the area?
  - If tanks are found, what is the plan of action for this possibility?
  - Were tanks removed for the prior bridge construction projects?
  - If not, what is the plan to remove those tanks?
  - Why did the report not include known transportation routes as potential environmental conditions?
  - What are the impacts of the transportation routes and temporary storage facilities?
  - What are the plans to address the loss of containment of materials in transit or awaiting inspection?

#### **3.16.2 Will the Alternatives Affect any Contaminated Sites?**

- Under the Mitigation section it states, “Under any of the Alternatives, a Phase II subsurface assessment will be needed to further investigate the contamination at the REC sites... Depending upon the findings of the Phase II assessment, it may be necessary to perform further investigation or remediation.”

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- Why does the EIS require further study of REC sites?
- What would be the mitigation recommendations of contamination identified in any Phase II studies?

#### Additional Comments/Questions:

- What potentially contaminated sites have been identified within the study area?
- To what extent will those contaminants be remediated?
- Will there be an opportunity for respective local governmental oversight of the cleanup activity?
- Describe assurances that will be provided to the local governmental agency with jurisdiction of the site that contaminants discovered or remaining at the site after construction, will not migrate off site. What steps will be taken to monitor the presence and migration of contaminants during construction and once normal operations at the site resume?

### **Section 3.17 – Farmland**

#### Additional Comments/Questions:

- How much prime and important farmland (as defined by the Natural Resource Conservation Service and/or the USDA-SCS Important Farmlands of St. Clair County Map dated October 1979) will there be permanently rendered unavailable for agricultural activities as a result of this project?
- What steps will be taken to permanently protect an equal amount of prime or important farmland in another area of the county?

### **Section 3.18 – Wild and Scenic Rivers**

#### Additional Comments/Questions:

- What steps are being taken to permanently ensure public access to the Black River and other rivers or streams within the study area, to the same extent as is currently offered?
- What steps can be taken to increase or enhance access on a permanent basis?
- How will storm water run-off from the roadway be detained and treated to ensure contaminants will not enter the waterways within the study area?
- How will release of hazardous materials be detained and recovered ensuring that it will not enter the waterways of the study area?

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**Section 3.19 – Coastal Zone**

**Section 3.19.3 Will the Project Affect the Coastal Zone?**

- *There is no mention of recommended mitigation activities as a result of lengthening the piers located in the Black River.*
  - How would increased rates of sedimentation originating from pier work in or near the river be mitigated?
  - What are the potential impacts to river and near-shore habitat from work being done to lengthen the piers?
  - How would these impacts be mitigated?

*Additional Comments/Questions:*

- What portions of the project are within the Coastal Zone as defined by the DEQ, NOAA, and or the EPA?
- What impacts are expected to occur within those coastal zones? What steps will be taken to mitigate those impacts?

**Section 3.21 – Construction Impacts**

*Additional Comments/Questions:*

- Describe the proposed construction timeline and annual calendars.
- What steps will be taken to ensure that constant access to neighborhoods and business areas on either side of the project at levels currently experienced, will not be compromised by construction activities? Are such disruptions expected and if so describe them.
- What resources will be made available for residents and visitors to quickly and easily access information on current construction activities, delays, and upcoming disruptions to existing systems?
- Describe the signage (placement and content) that is expected to be erected throughout the county to prepare and inform residents and travelers of the detours, bypasses, alternate routes, delays, and confusion in general that they will likely encounter? Provide a timetable for installation of signage.
- What other outreach efforts will be made to inform the community and visitors?
- Describe the impact that construction is expected to have on public transit routes, pick-up sites, and timetables.
- What measures will be taken to ensure pedestrian and other non-motorized access around and through the construction site during the construction period? How will those routes be determined? How will they be posted or designated?
- How will construction noise, dust, fumes, be minimized as to respect and protect the health and safety of those in surrounding neighborhoods?
- Will MDOT identify one central office and person that will be assigned the duty of receiving and responding to complaints and concerns that are filed by residents and visitors? How will the public and visitors be made aware of this individual's

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telephone number? Will a web site be established to provide the public with information on project schedules, current traffic delays caused by construction, and allow questions or complaints to be filed and monitored?

- How will complaints be responded to?
- What avenues will there be available for someone to appeal a decision made on a complaints?
- Will this individual be available 24 hours a day? If not, what provisions will be made to receive and respond in a timely manner to complaints filed during ‘off’ hours?
- Will construction impede boat traffic on the Black River?
- Explain how construction will affect 10<sup>th</sup> Avenue, Gratiot, Hancock, etc.? How will traffic be routed around these areas and for how long?
- Consider constructing the Welcome Center in median between east and west bound I-94. This will aid in ease of returning to the Port Huron and Fort Gratiot areas.
- Will clearances from the Black River surface to the underside of I-94 bridges be maintained or increased to allow passage by boats?
- Will construction impede boat traffic on the Black River?

### Section 3.22 The Relationship Between Local Short-Term Uses of the Human Environment and the Maintenance and Enhancement of Long-Term Productivity

- Describe the impact that the development (during construction and upon completion) on the reach of the retail marketplace along M-25 from Main Street Port Huron to the north end retail center in Fort Gratiot Township.
- How were these impacts determined?
- Define the existing retail market reach for retail centers north and south of the existing plaza from Griswold to the north end retail center in Fort Gratiot. How were these market studies completed?
- Describe how consumer trips and shopping patterns within these two retail centers are expected to be affected upon completion of the plaza project, and during the construction period.
- Translate these resulting affects into spending and employment estimates.
- What areas of the county can expect to see retail development resulting from a shift in shopping patterns?
- What economic opportunities might the community realize as a result of this plaza project?
- Translate those opportunities into industries, employment classifications and numbers, and overall economic impact in dollars.
- Describe the assistance that MDOT and its project partners will provide to the community to realize the economic opportunities that have been identified. (Programmatic and fiscal)
- Identify the minority and low income households in the study area. (Since the US Census is seven years old we would encourage a door to door survey be

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- conducted of the study area and within a reasonable distance surrounding the study area.)
- Identify health or human services delivery centers within the study area and within one quarter mile of the study area.
  - How will these delivery centers be affected by the relocation of low and moderate income households?
  - How will relocated health and human service center consumers be affected by relocations?
  - What steps will be taken to ensure no reduction in service levels or availability to consumers or health and human service providers?
  - Describe changes that may occur within existing public transit routes as a result of the proposed project.
  - What assistance will be provided (financially and programmatically) to ensure access to the transit system for riders and access to routes by the transit agency upon completion of this proposed project?
  - What steps will be taken to enhance existing non-motorized access through this proposed project area?
  - How will plaza and roadway design be accommodated to enhance existing local access provided to travelers and visitors on I-94/69 and across the Blue Water Bridge?
  - How will the proposed project add to resident and visitor experiences to the greater Port Huron area?
  - What measures will be taken to ensure that the experience is enhanced into the future?
  - Describe the social and cultural disparities that could evolve as a result of the physical obstacles that this proposed project will define through emphasis of a north and south end of the community?
  - What steps will MDOT take in the design of the facility to strengthen community and neighborhood unity across this physical line of demarcation?

#### Additional Comments/Questions:

- Describe the impact that the development (during construction and upon completion) on the reach of the retail marketplace along M-25 from Griswold to the north end retail center in Fort Gratiot Township, Metcalf Road. How were these impacts determined?
- Define the existing retail market reach for retail centers north and south of the existing plaza from Main Street Port Huron to the north end retail center in Fort Gratiot. How were these market studies completed?
- Describe how consumer trips and shopping patterns within these two retail centers are expected to be affected upon completion of the plaza project. Translate these resulting affects into spending and employment. What areas of the county can expect to see retail development resulting from a shift in shopping patterns?
- What economic opportunities might the community realize as a result of this plaza project? Translate those opportunities into industries, employment classifications and numbers, and overall economic impact in dollars.

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- Describe the assistance that MDOT will provide to the community to realize the economic opportunities that have been identified. (Programmatic and fiscal)
- Identify the minority and low income households in the study area. (Since the US Census is seven years old we would encourage a door to door survey be conducted of the study area and within a reasonable distance surrounding the study area.)
- Identify health or human services delivery centers within the study area and within one quarter mile of the study area. How will these delivery centers be affected by the relocation of low and moderate income households? How will relocated service center consumers be affected by relocations? What steps will be taken to ensure no reduction in service levels or availability to consumers or service providers?
- Describe changes that may occur within existing public transit routes as a result of the proposed project.
- What assistance will be provided (financially and programmatically) to ensure access to the transit system for riders and access to routes by the transit agency upon completion of this proposed project?
- What steps will be taken to enhance existing non-motorized access through this proposed project area?
- How will plaza and roadway design be accommodated to enhance existing local access provided to travelers and visitors on I-94/69 and across the Blue Water Bridge?
- How will the proposed project add to resident and visitor experiences to the greater Port Huron area? What measures will be taken to ensure that the experience is enhanced into the future?
- Describe the social and cultural disparities that could evolve as a result of the physical obstacles that this proposed project will define through emphasis of a north and south end of the community? What steps will MDOT take in the design of the facility to strengthen community and neighborhood unity across this physical line of demarcation?

#### **Section 3.23 – Permanent and Lasting Commitments of Resources**

- After construction, how will local response agencies be alerted to spills or release of hazardous substances?
- How will surrounding neighborhoods be made aware of releases of hazardous substances? (i.e., alert sirens)
- What support will there be provided to local response teams after construction for activities related to release of hazardous substances within the study area?
- What support will be offered to compensate for permanent adjustments to transit routes and access to transit by riders?
- What long-term and permanent steps will be taken to minimize the adverse effects of lighting, increased noise, and a growth in noxious fumes around the plaza and the corridor? Where can complaints be filed and how can they be expected to be responded to?

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- On **page 3.23-2**, the DEIS states that the commitment of various resources is “based on the concept that residents in the local region around the Blue Water Bridge Plaza, the State of Michigan and Province of Ontario, and the United States and Canada will benefit from these improvements.” However, there does not seem to be a lot of substantive data to support the concept that these entities are benefiting from the preferred alternative. In many cases, the potential or perception of benefits is discussed – not actual proof of benefit.
  - Elaborate and provide objective evidence that the City of Port Huron, the surrounding communities, the relocated residents and employees, the State of Michigan, the United States, and Canada will actually benefit from these improvements.

#### Additional Comments/Questions:

- After construction, how will local response agencies be alerted to spills or release of hazardous substances?
- How will surrounding neighborhoods be made aware of releases of hazardous substances? (i.e., alert sirens)
- What support will there be provided to local response teams after construction for activities related to release of hazardous substances within the study area?
- What support will be offered to compensate for permanent adjustments to transit routes and access to transit by riders?
- What long-term and permanent steps will be taken to minimize the adverse effects of lighting, increased noise, and a growth in noxious fumes around the plaza and the corridor? Where can complaints be filed and how can they expect to be responded to?

#### **Section 3.24 – Energy/Sustainability**

##### Additional Comments/Questions:

- How will this project impact energy consumption for the immediate neighborhoods? For the city? For the neighboring townships?
- What kinds of energy will be used to meet the completed project’s energy needs? Describe whether it will be used for heating, manufacturing, etc.
- What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any.
- Will the project result in solar power interference where nearby properties will be shaded as a result of the proposal? If this may occur, please describe which properties will be affected and the degree this is likely to occur?
- What steps will be taken to maximize energy efficiency for structures and amenities at the project site?

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## CHAPTER 4 – SECTION 4(f) AND 6 (f) EVALUATION

### Section 4.4 E.C. Williams House

#### Section 4.4.2 What are the Project impacts on the E.C. Williams House?

The City West Alternative will require the full acquisition of the property and relocation of the historic building – MDOT has proposed relocating the house from its historic location to preserve the structure, but the SHPO has determined that this will constitute an Adverse Effect on the property, although it is preferable to demolishing the house. Mitigation efforts have been established through the coordination of MDOT and FHWA with SHPO. SHPO has requested additional work be done to ensure that adverse effects of the project are adequately addressed.

- Additional work by MDOT and FHWA should be completed and SHPO issues resolved as it relates to each alternative prior to issuance of the final EIS and selection of a preferred alternative.
- Describe outstanding issues as defined by SHPO.



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## CHAPTER 5 - MITIGATION

Mitigation chapter is severely lacking substantial content. Most of the language speaks in generalities and does not offer specific mitigation actions for specific impacts.

The DEIS mentions that further mitigation issues will be explored. Those issues should have been explored in this DEIS.

- All mitigation issues mentioned as needing further exploration should be resolved and documented prior to issuing the final EIS and selection of a preferred alternative.

### Section 5.2 – How Are Right-Of-Way Acquisitions And Relocation Impacts Mitigated?

- What “appropriate measures” will be taken to ensure that all eligible displaced individuals/businesses/non-profit organizations are advised of the rights and benefits available and course of action open to them?

### Section 5.3 How Are the Aesthetics and Visual Conditions Mitigated?

- DEIS states “Mitigation of aesthetic and visual impacts **could** come in many forms. Some of the more common measures **could** include...” The bulleted-list following this lead-in are simply generic mitigation measures that could be considered down the road.
  - What specific actions will MDOT take to mitigate adverse impacts to the aesthetic and visual character of the plaza, the surrounding neighborhood, and the overall character of the city?
  - How will MDOT ensure that viewsheds, historical entities, and cultural resources are protected and/or enhanced?
  - How will community character be developed or discovered by MDOT?
  - How will that character be translated into physical elements?
  - What efforts are being made to reach out to local entities that can assist with identifying historically and culturally significant sites and structures?
  - How will properties currently within sight of the properties to be developed be protected from this development through design elements?
  - How will the design itself offer that ‘protection’?
- There are no specific mitigation measures mentioned to prevent light pollution aside from some general lighting discussion in Section 3.8 earlier in the DEIS. There are no specific mitigation measures discussed to deal with managing storm water on a footprint that will increase impervious surfaces. There are no specifics given for mitigating adverse impacts to air quality or other environmental resources. There are no mitigation specifics for the adverse impacts to businesses

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in both Port Huron and its surrounding communities, particularly the north end, which will be “cut off” by the expanded plaza.

- What specific mitigation actions will be taken to minimize potential hazards, increased storm water runoff as a result of increased impervious surfaces, lighting, air quality, noise, vibration, sound, and wildlife habitat?
  - What specific mitigation actions will be pursued to ensure that local businesses in Port Huron, Fort Gratiot, Port Huron Township, and other St. Clair County communities will not be adversely affected as a result of each alternative that is under consideration?
  - Have baseline studies been conducted of air quality within the project footprint?
  - Within one quarter or one half mile of the project footprint?
  - What are the results of these studies? What steps will be taken to protect surrounding land uses from adverse impacts of decreased air quality and increased particulate materials?
  - What systems will be deployed to alert the surrounding community of air quality emergencies?
  - How will construction activities be managed to minimize noise in surrounding neighborhoods?
  - What steps will be taken to minimize the impacts of noise on surrounding land uses, residents, and businesses?
- **Lighting:** A photometric plan must be developed that minimizes light intrusion. A plan that significantly reduces light intrusion from its current level should be targeted.
    - What specific measures will be taken to guarantee that light pollution is reduced from its current levels? All means available should be employed to guarantee that effective lighting be installed that also reduces light pollution, off-site and overhead.

#### Additional Comments/Questions:

- Design and construct a plaza and gateway corridor that is respectful of and sensitive to the natural and built environment, as well as the heritage of the area.
- Create a facility that projects Michigan’s and the region’s heritage, that illustrates progress, that welcomes visitors and sets the state for their trip to the U.S., Michigan, and St. Clair County. Do not design and build a facility that resembles a “check-point”, a warehouse, a storage yard/depot, or has an industrial feel to it.

#### **Section 5.4 How Will Air Pollution be Controller During Construction?**

- Particulate Matter 2.5 emissions: The implementation of a construction emissions reduction plan **must** be considered to target emissions from construction sources.

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- How will MDOT guarantee that such a plan is developed and implemented at the project location for the duration of construction?
- Nuisance Odors: Contractors **must** be required to use methods to control nuisance odors and unnecessary air pollution associated with diesel emissions from construction equipment.
  - How will MDOT guarantee that such a plan is developed and implemented at the project location for the duration of construction?
  - Will one central local office be identified to receive and respond to complaints? How will that information be distributed to neighbors and host municipalities?

Additional Comments/Questions:

- What mitigation steps will be taken to ensure that increased traffic and ‘stacking capacity’ does not degrade existing air quality?

**Section 5.5 – How Will Traffic Noise be Mitigated?**

- Much attention must be paid to ensuring the positive aesthetic quality of any noise barriers, keeping in mind the national and local economic significance of this corridor.
  - To what degree are accommodations available for the design and construction of innovative sound walls? When practical, where and how will berms and natural sound barriers (trees) be applied to mitigate noise pollution?

**Section 5.6 – How will Noise and Vibration be Controlled During Construction?**

- Independently performed basement surveys should be honored for those residences/businesses that are not identified by MDOT to be prone to construction-related vibration damage.

**Section 5.7 – What Measures Will Be Taken To Protect Water Quality?**

- While scupper drains will not be used on the bridge portion over the Black River, storm water runoff will be collected and channeled down the slope adjacent to the river.
  - What kind of pretreatment of this runoff (i.e., vegetative controls) would be utilized prior to it being introduced directly to the river?
  - What kind of unique design alternatives will be considered for storm water detention basins constructed under any of the considered alternatives? In other words, will detention resemble anything other than your typical

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‘water placed in jail’ design where detention basins are designed void of aesthetics and surrounded by fences?

#### **Section 5.9 – What measures will be taken to Protect Floodplains, Streams, and Drain Crossings?**

##### Additional Concerns/Questions:

- How will impacts to the floodplain(s) be mitigated?
- How will floodplain mitigation be monitored for success?
- How will unsuccessful flood plain mitigation be corrected if it is determined to be unsuccessful?
- How will successful floodplain mitigation be determined?

#### **Section 5.11 – How are Wetlands Mitigated?**

- There is no consideration given to the option of Wetlands Preservation credits which, under Michigan law, allows low-quality wetlands to be mitigated by the purchase of existing high-quality wetlands that will be permanently protected by Conservation Easement. While this requires mitigation at a 10:1 ratio, it could be quicker and less costly than trying to construct man-made wetlands for mitigation.
  - Why is this mitigation option not discussed in this section?

##### Additional Concerns/Questions:

- What type of mitigation will be implemented if wetlands are destroyed or impacted?
- Will mitigated wetlands remain within the project area so impacts are minimized? Will they at least remain within the subwatershed?
- Will walkways, signage or other education initiatives be incorporated into the construction of any mitigated wetlands so that the public will be encouraged to learn about the importance of wetlands?
- How will mitigated wetlands be monitored and maintained for perpetuity, especially in regards to invasive plant species like *Phragmites australis* which is a severe problem for the area?
- Allow the community to develop wet lands of marginal value at an offset ratio equal to 3 acres for every one acre of land (upland as well as wetland) that is taken by the project.

#### **Section 5.12 through Section 5.14**

##### Additional Comments/Questions:

- What measures will be implemented to mitigate any impacts to valuable plants and wildlife or threatened and endangered species?

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- Will mitigation for Valuable Plants, Wildlife, and Threatened and Endangered Species remain within the project area?
- How will invasive plants species be deterred from invading impacted areas along the Black River?
- Will native plant seed be used to stabilize impacted areas?
- Will native plant species be incorporated into landscaping areas of the project?

#### **Section 5.17 – How are Hazardous/Contaminated Materials Mitigated?**

- While the DEIS speaks of further needed study or Phase II Environmental Site Assessments of listed RECs it does not identify a public process for input on remediation recommendations as an outcome of any findings.
  - How would the public be allowed to provide input on remediation recommendations as an outcome of any findings?
  - Further study of Phase II assessments should be completed prior to release of the final EIS and selection of a preferred alternative.

#### **Section 5.18 – How are Surplus or Unsuitable Materials Disposed?**

- St. Clair County's Solid Waste Management Plan does not allow for the exportation of any solid waste generated within the County to any facilities outside of the county for the purpose of disposal. This section does not identify this regulation.
  - How and where will solid waste generated during the construction process be disposed of?

#### **Section 5.23 – Additional Mitigations or Modifications**

##### Additional Comments/Questions:

- Can funding be provided to assist in marketing the area through the local tourism bureau?
- Provide incentives to stimulate and establish an environment that is supportive of businesses that typically grow from opportunities offered through improved border crossing infrastructure.
- Provide permanent source of funding to local communities that will be hosting and providing services, as well as losing tax revenues, to the project area and those areas affected by this project.
- Describe the assistance that would be available to complete the installation of an interoperable communication system allowing federal, state, and local agencies in and around the plaza to communicate with one another.
- Will funds be available to assist in the construction of an ambulance garage at the north end (perhaps Mercy Health Center)?

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- Will there be assistance for establishing a Trauma Center north of the plaza to be used in the event of an emergency?
- Formalize a bypass around the plaza connecting the community of Wadhams with Keewahdin and M-25.
- Describe the funding and technical assistance that would be available to the community to assist in developing and implementing an access management plan along M-25 between downtown Port Huron and Metcalf Road.
- Formalize the “signed” M-25 alternate route and work with the appropriate local road agency to develop the resources necessary for long-term maintenance of this alternate route.
- Attain the intended goals of the M-25 and adjoining roads Intelligent Traffic System (I.T.S.) including the integration of timing of traffic control devices in this corridor.
- Widen the M-25 bridge over the Black River Canal to accommodate one additional lane in both directions.
- Consider the development of a water ferry system to move people up and down the Black and St. Clair Rivers.
- Allow the community to develop wetlands of marginal value at an offset ratio equal to 3 acres for every one acre of land (upland as well as wetland) that is taken by the project.
- How will the destruction of public recreational access to the Black River be mitigated?
- How will increased public recreational access to the Black River be incorporated into the project?

#### **Project Mitigation Summary “Green Sheet”**

- A certain degree of positive aesthetics should be guaranteed.
- This opportunity should be taken to establish an upgraded noise barrier system more aesthetically appealing than that currently in use along major transportation corridors throughout the state. This does not imply a more costly solution; only a more creative one.
- Included in the MIP must be a coordination plan with local transit providers (BWATC). Blue Water Bus must be involved early in the process to minimize any disruption in services provided.

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**APPENDIX A: LISTING OF TECHNICAL REPORTS****Section 8 – Wetland Delineation and Functional Assessment Report**

- The list of recommendations/observations does not include any discussion of Wetlands Mitigation Preservation Credits which, under Michigan law, allows low-quality wetlands to be mitigated by the purchase of existing high-quality wetlands that will be permanently protected by Conservation Easement. While this requires mitigation at a 10:1 ratio, it could be quicker and less costly than trying to construct man-made wetlands for mitigation.
  - Why is this mitigation option not discussed in this section?

**Issues to consider:**

- North-South community barrier (perceived or real) will be minimized through the chosen alternative and appropriate design elements.
- Local/County Plans and Zoning will be drastically affected. No mention of mitigation for new planning and zoning is provided MDOT and FHWA should work with host municipalities to adjust plans as necessary.
- Current inspection booths are not staffed to capacity at peak travel times. Is there a commitment by CBP that higher numbers of inspection booths would be staffed during peak travel times?
- The Canadian side of the bridge and the Canadian entrance to the Bridge (off of Highway 402) are routinely staffed by BWBA workers who assist with mitigating traffic flow/congestion problems. Neither the U.S. side of the bridge or the U.S. entrance to the Bridge (off of I-94) is currently staffed by MDOT officials to mitigate traffic flow/congestion problems. (Sometimes there is an MDOT official positioned in a car near the U.S. customs plaza as you approach from the bridge. According to various accounts from local municipal staff who cross the bridge routinely, the individual(s) placed on the side of the bridge near the entrance to U.S. Customs, is nowhere near as effective as their counterparts on the Canadian side of the bridge. Accounts from individuals who have been involved in 30-90 minute traffic tie-ups entering the U.S. from Canada are that delays could easily have been mitigated by someone doing an effective job of directing traffic on the bridge as vehicles approach the customs plaza. Traffic safety is a great concern when drivers are not following sign-designated traffic flow patterns. Again, this could be addressed by having one staff person directing traffic on the bridge where cars are supposed to be in designated lanes (i.e. trucks, nexus, cars).
- Are there any plans to have the U.S. approach to the bridge, and the approach to the U.S. Customs, staffed by individuals who will mitigate traffic flow issues?

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## **APPENDIX B: CONCEPTUAL RELOCATION PLAN**

This section simply provides an overview of how many residential, business, and non-profit properties will be relocated. It also mentions that it will follow federal and state requirements in terms of location. There is no discussion on extra efforts that will be made to ensure that relocated families and businesses actually relocate within Port Huron, which could potentially benefit other neighborhoods within the city.

- What steps will MDOT take to ensure that families and businesses that must be relocated will relocate within Port Huron City limits?
- In what ways will MDOT work with other state agencies, local non-profit organizations, local units of government, and other entities to ensure that relocated families and businesses are able to easily relocate to homes and business that are equal to or better than the locations they are losing and within the City of Port Huron?

### **GENERAL OBSERVATIONS AND COMMENTS**

- In several places throughout the DEIS outside studies of information sources are cited but associated findings and data are not included. All cited studies and information sources should be attached to the DEIS and distributed for public review prior to selection for a preferred alternative and release of the final EIS.



representation fees. The Associations dues and representation fee shall be an amount as determined by the Association and modified or otherwise adjusted from time-to-time.

6.3: 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.

**ARTICLE 7**  
**DEPARTMENTAL WORK RULES AND REGULATIONS**

7.1: The Friend of Court is authorized to determine departmental work rules and regulations in addition to the policies described herein. Such work rules and regulations must be written and available for inspection by bargaining unit members. Each employee shall be given a copy of the Friend of Court work rules.

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

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

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

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

7.6 The Employer shall give the Association thirty (30) days advance written notice of proposed work rules and regulations within which time the Association may give input concerning such proposed work rules and regulations.

**ARTICLE 8**  
**ASSOCIATION REPRESENTATION**

8.1: 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 Friend of Court and Human Resources Director of the County upon their selection and/or subsequent change.

8.2: 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 to the employer.

8.3: Members of the Unit which are not officially identified as Association Representatives shall not be recognized or permitted to represent the interests of

other members of the Association to the Employer.

**ARTICLE 9**  
**GRIEVANCE PROCEDURE**

9.1: A grievance shall be defined as an allegation of misapplication, misinterpretation or disregard of any provision of this Agreement. Discipline, up to and including discharge for just cause is a proper subject for a non-economic grievance. A separation from employment as at-will is not a proper for the Grievance Procedure.

9.2: 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 Friend of Court and exempt from the grievance procedure.

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

9.4: 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 Friend of Court and Human Resources Director. Be it provided that the grieving employee shall be entitled to representation from one of the duly designated Association Representatives.

9.5: 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 Friend of Court. The Friend of Court shall be entitled to include an administrative employee in any grievance meetings with the Association at his or her discretion. Be it provided that the grieving employee shall be entitled to representation from one of the duly designated Association Representatives.

9.6: An employee may appeal the decision of the economic or non-economic grievance to final and binding arbitration through the American Arbitration Association.

**ARTICLE 10**  
**SENIORITY**

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

10.2: seniority for severance pay and layoffs shall be as specifically defined in Article 5 - Severance Pay and Article 13 - Layoff respectively. For all other purposes, other than those specifically set forth in this contract, an employee shall have seniority from their most recent date of hire or promotion into the bargaining unit in the application of all terms and conditions provided by this Agreement. A promotion or transfer within the bargaining unit does not affect seniority.

10.3: The Human Resources Department 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.

10.4: The seniority shall indicate the name, classification and seniority date of all Association members and employees paying a service fee.

**ARTICLE 11**  
**LOSS OF SENIORITY**

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

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

**ARTICLE 12**  
**DISCHARGE AND DISCIPLINE**

12.1: An employee about to be disciplined is entitled to representation by an Association representative at the employee's discretion. When a meeting may result in discipline is scheduled, the employee will be advised of his or her right to representation.

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

12.3: It shall be the responsibility of the disciplined employee to notify the Association of the nature of the discipline at the discretion of the employee.

12.4: 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 9 - Grievance Procedure.

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

**ARTICLE 13**  
**LAYOFF**

13.1: Layoff shall mean a reduction in the work force due to a decrease of work, reorganization and/or restructuring as determined by the Friend of Court or a budget limitation.

13.2: When a layoff is determined necessary, the Association will be promptly notified. The Association may request to meet with the Friend of Court prior to the implementation of the layoff. The Friend of Court shall not be prohibited or constrained from instituting the layoff on the basis of attempting to facilitate a meeting.

13.3: When a layoff is necessary in the Bargaining Unit, the least senior employee in the classification shall be subject to layoff provided the more senior employee(s) have merited positive or favorable work plans and performance appraisals. The Friend of Court shall determine positive or favorable work plans and performance appraisals. An employee who chooses to displace the least senior employee in a formerly held classification in the bargaining unit shall be subject to a sixty (60) day trial period. The trial period will provide the Friend of Court and the employee with the opportunity to become acquainted with the job. If at the end of the trial period the employee is unable to perform the job to the satisfaction of the Friend of Court, the employee may exercise one more displacement or be laid off and the most senior laid off employee qualified for the position shall be recalled. A secondary displacement shall meet the same requirements and time limits as the initial displacement action.

13.4: The following employees; (Elizabeth Belanger, James McCormick, Katie Cogley, Edward Messing, Jennifer Brown, Sandra Erickson, Vicki Shevnock, Amy Taylor and Renae Topolewski) are not subject to 13.5 for the duration of two (2) years from the date of the County's ratification of this contract. In the event of a layoff within the two years from their original date of promotion or appointment into his/her classification, the laid off employee shall be entitled to displace (bump) the least senior employee in their former classification. Two years from the date of the County's ratification the employees shall be subject to the following 13.5. Seniority shall be based on bargaining unit seniority.

13.5: After two years from the date of County's ratification of this contract or for any subsequent hires into the bargaining unit, the laid off employee shall be entitled to displace (bump) the least senior employee in their former classification if within one (1) year of employment in the new classification. Seniority shall be based on bargaining unit seniority.

13.6: In the event the displacement (bump) occurs after the time periods set forth in 13.4 and/or 13.5, the laid off employee shall be entitled to displace a less senior

employee in an equal or lesser paying classification within the bargaining unit, provided the member is qualified to perform the tasks. Seniority shall be based on total Friend of Court seniority.

13.7: In the event a displacement (bump) occurs, the member who exercises the displacement shall be paid at the pay rate nearest but not higher to their current rate of pay. The displaced employee shall then have the same displacement rights of a less senior employee. This process shall be followed until the lowest senior employee is laid off.

13.8: Employees promoted into the bargaining unit shall, in the event of a layoff, be entitled to return to their formerly held position in the Friend of Court - SEIU bargaining unit, in within one (1) year of the date of his or her promotion provided the employee has merited positive or favorable work plans and performance appraisals.

13.9: During the period of layoff, except when a displacement, an employee shall accrue no seniority nor be eligible for any fringe benefits. An employee that displaces another employee, by virtue of his or her continued employment, shall be entitled to the continuation of seniority and for applicable fringe benefits.

13.10: A laid off employee shall have recall rights for a period of six (6) months or the length of their seniority, whichever is greater but not greater than two (2) years. In the event an individual is recalled from layoff, his or her benefits shall be reinstated consistent with their rights of seniority prior to their layoff.

**ARTICLE 14**  
**PROMOTIONS**

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

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

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

14.3: The Employer will give consideration to unit employees who possess the skill or ability, experience or education and physical fitness where applicable, and documented or demonstrated acceptable work habits necessary to perform the job. If more than one employee is qualified and all of the above factors are relatively equal, award shall be made to the employee with the longest continuous service. If

an employee candidate and a non-employee candidate have relatively equal qualifications, the employee shall be awarded the position. New employees on probation are not eligible to bid on posted job openings. Nothing in this paragraph shall be construed as preventing the Friend of Court from hiring someone outside the Bargaining Unit to fill a vacancy if the Friend of Court determines such a hiring would be in the best interest of the office of the Friend of Court.

14.4: Promotions shall be made from within current employee ranks when the employee is qualified pursuant to 14.3 above. In the event an employee feels he or she was unjustly denied the position, the Friend of Court shall meet with an Association Representative and employee to discuss the reason(s) for not being granted the position.

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

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

**ARTICLE 15**  
**EMPLOYEE RECORDS REVIEW**

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

15.2: The employee may inquire into disciplinary actions taken against the provided in the Court and/or County's record. The Court and/or County 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.

15.3: The employee may request to receive copies of all disciplinary actions take 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 16**  
**NEW CLASSIFICATIONS & RECLASSIFICATIONS**

16.1: 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.

16.2: The Association shall, within ten (10) working days, provide written request to

negotiate the rate of pay or the matter will be considered resolved.

16.3: The Friend of 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.

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

**ARTICLE 17**  
**HOURS - WORKDAY - WORKWEEK**

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

17.2: The work day shall consist of seven and one-half (7 1/2) hours. Any change in the number of work hours in a day or work week shall be reviewed jointly by the parties.

17.3: Overtime shall be computed on the basis of one and one-half (1 1/2) times the regular hourly rate.

- a. On all hours worked in excess of seven and one-half (7 1/2) hours on any particular day.
- b. On all hours worked in excess of thirty-seven and one-half (37 1/2) hours per week.
- c. In the event any law hereafter enacted requires overtime to be paid for hours in excess of a shorter work week than that established by this Agreement, the scheduled work week shall remain unchanged and overtime shall be paid as required by law.

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

17.5: The Friend of Court shall compensate the Supervisor with compensatory time off or pay as determined by the Friend of Court. Compensatory time shall be scheduled at the mutual convenience of the employee and the Friend of Court. Accumulation of and use of compensatory time will be in compliance with the Fair Labor Standards Act.

17.6: When circumstances warrant, the Friend of Court shall be entitled to flex an employee's daily working hours and weekly working days. An employee may request the Friend of Court flex his or her working hours in workday or workweek.

- a. Flex hours shall mean a change to an employee's starting time and ending time in a day or a change in his or her normally scheduled working days in a calendar week.

- b. Flex time is intended to be occasional and may not be implemented as a regular schedule.
- c. The Friend of Court has complete discretionary in approving, denying or modifying a requested flex schedule.
- d. Vacation time, sick time or compensatory time cannot be used to flex a scheduled work day/week.
- e. Flex time that adversely affects the operation of the department will be denied.
- f. Flex time shall not result in overtime whether as pay or compensatory time. In other words, flex time shall always be compensation at straight time.
- g. If flex time comes as the directive of the Friend of Court, not the request of the employee, the employee will be provided advance notice no later than the end of the preceding work day or the employee will be paid overtime either as pay or compensatory time.
- h. Flex time cannot be required by the Friend of Court to complete the same work offered to the subordinate union as overtime.

**ARTICLE 18**  
**TEMPORARY ASSIGNMENTS**

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

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

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

**ARTICLE 19**  
**LEAVE OF ABSENCE**

19.1: Leaves of absence for reasonable periods, not to exceed one (1) year, will be



granted without loss of seniority for family members as defined by the Family and Medical Leave Act (FMLA) of 1993.

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

19.3: 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 FMLA will be taken consistent with the FMLA, this provision and the policy of the Friend of Court and/or County.

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

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

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

19.7: If the leave is requested as an intermittent leave or a reduced schedule leave, the medical certification must contain a statement of the medical necessity for the interment leave or reduced schedule leave. Certification is not required if the intermittent leave or reduced leave is for the birth, adoption or foster care of a child, however, agreement must be obtained from the Friend of Court and/or County.

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

19.9: 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.

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

19.11: 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.

19.12: 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.

19.13: The Friend of 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 20**  
**WORKER'S COMPENSATION**

20.1: All employees shall be subject to the St. Clair County's Worker's Compensation Plan.

20.2: When an employee is injured during the course of employment, the alleged injury shall be reported to the Friend of Court or designee as soon as possible. In the event of an alleged injury, the supervisor shall immediately contact the Human Resources Department. The Friend of Court or designee shall complete an accident report on the form provided by the County and submit it to the Human Resources Department.

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

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

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

20.6: The 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 21**  
**SICK DAYS AND DISABILITY INSURANCE**

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

22.2: Full time employees shall be entitled to accrue sick days to a maximum of

forty (40) days.

22.3: 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.

22.4: 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 Friend of Court. Immediate family shall be defined as: mother, father, step-parent, brother, sister, spouse, child, step-child, grandparent, grandchild, or immediate family of the spouse according to the preceding definition.

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

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

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

22.8: Sick days may be taken in place of normally scheduled work days, excluding holidays. Sick days used during an approved vacation shall not result in deduction from vacation accumulation but rather from sick day accumulation. The supervisor shall have the right to require the employee to provide a physician's statement verifying an illness during a vacation. Sick days when authorized, shall be counted as days worked for the purpose of computing benefits provided for in this Agreement.

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

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

22.11: The disabled employee shall be ineligible for salary continuation for refusal to accept an offer of work in an economically equivalent classification.

2s.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.

22.13: 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.

22.14: 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.

22.15: 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.

22.16 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.

22.17: 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.

22.18: 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%

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

**ARTICLE 22  
FUNERAL LEAVE**

22.1: Members of the Bargaining Unit shall be allowed funeral leave days in the event of a death of family members and relatives as follows:

Up to five (5) working days with pay for: Spouse, Child, Step Child, Mother or Father.

Up to three (3) working days with pay with up to two (2) additional days with pay to be deducted from sick days for: Brother or Sister

Up to three (3) working days with pay to be deducted from sick days for: Step-Parent, Mother-In-Law, Father-In-Law, Son-In-Law, Daughter-In-Law, Brother-In-Law, Sister-In-Law, Grand Parent, Grand Child, Step Sibling, Step Grand Child, Legal Guardianship/Dependent

One (1) workday with pay to be deducted from sick days for: Spouse Stepparent, Spouse Son-In-Law or Daughter-In-Law, Spouse Grand Parent, Spouse Grand Child, Spouse Step Sibling, Spouse Brother-In-Law or Sister-In-Law, Aunt or Uncle, Niece or Nephew.

The employee shall be required to provide proof of death of a family member or relative.

One (1) additional day may be granted, to be deducted from the employee's vacation

accumulation, in the event a funeral is two hundred and fifty (250) or more miles from the employee's residence.

**ARTICLE 23**  
**HEALTH, LIFE AND DENTAL CARE**

23.1: Each full time employee and each part time employee regularly scheduled to work twenty (20) or more hours a week shall be eligible to participate in the health care plan offered by the County. The core plan is equivalent to the following:

Community Blue PPO Option 2

Annual Deductible: \$100 - Employee  
\$200 - Family

Annual Co-Pays: 90%/10% (BC/BS pays 90% of all approved charges.)

Out-Of-Pocket Maximum Including Deductible (Excluding Mental Health Services)

\$ 600.00 Employee  
\$1,200.00 Family

\$15.00 Office Visit Co-Pay

Prescription Drug Rider  
\$10.00 Generic Prescription Drugs  
\$20.00 Brand Name Prescription Drugs

MOPD - Mail Order Prescription Drugs

\$500 Maximum Annual In Network Preventative Services

VCA 80 - Vision Rider

HCA - Hearing Care

FC - Dependent Eligibility

SD - Sponsored Dependent

PD-CM - Contraceptive Medications

PCD - Contraceptive Devices

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

- A. Employees hired on or after July 1, 1985 shall pay 100% of FC, SD, and/or Medicare 2-1 riders premium costs.
- B. Employees hired prior to July 1, 1985 who do not enroll dependents on the FC, SD, and/or Medicare 2-1 riders until after July 1, 1985 shall pay 50% of the rider premium cost and the County shall pay 50% of the premium cost.
- C. Employees hired prior to July 1, 1985 with enrolled dependents shall not pay any of the FC, SD, and/or Medicare 2-1 riders premium costs. Be it provided, however, that enrollment changes on or after July 1, 1985 shall be subject to the preceding subsection b.

D. Employee premium cost shall be paid by way of payroll deduction.

Part time regular employees regularly scheduled to work an average of twenty (20) or more hours a week, that choose to participate, shall pay the total cost of health insurance premiums by way of a payroll deduction. The payroll deduction shall be made from the paycheck immediately prior to receipt of the health insurance statement.

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

A. OPTION I BUY UP COMMUNITY BLUE PLAN 1

All coverages and riders subject to:

No Deductibles

Prescription Drug Rider

\$10.00 Generic Prescription Drugs

PD-CM - Contraceptive Medications

PCD - Contraceptive Devices

Annual Employee Cash Cost (Deducted bi-weekly)

\$ 750.00 - Single Plan

\$1,250.00 - Two Person Plan

\$1,500.00 - Family Plan

B. OPTION III NON-PARTICIPATION COMPENSATION

\$ 325 - One Person subscriber

\$ 550 - Two Person subscriber

\$ 675 - Family Plan subscriber

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

23.3: The County shall have authority to select the health care provider provided such coverage is substantially equivalent.

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

23.5: 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 (Premium paid by the County)

- \* Plan 100 50/50 to an annual maximum of \$1000 per individual.
- \* Class III 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.

23.6: Effective January 1, 2007 an employee participating in the County Health Care Plan shall be entitled to a prefunded Health Reimbursement Account (HRA) from which he or she may pay for unreimbursed health care expenses.

- A. Effective each January 1 of years subsequent to January 1, 2007 a participating employee's HRA shall be credited as follows.

- 250 Credits – Single Plan Coverage
- 500 Credits– Two Person Plan Coverage
- 750 Credits– Family Plan Coverage

- B. Unreimbursed health care expenses are limited to plan co-pays, deductibles, eligible non-covered medical costs and/or retiree health care premium costs.
- C. Unused credits shall accrue from year-to-year and into retirement when the employee is eligible for a pension from the County.
- D. A single credit shall be equal to a single dollar but shall have no cash value for any purpose except for payment of unreimbursed health care expenses limited to co-pays, deductibles, eligible non-covered medical costs and/or retiree health care premium costs.
- E. Upon termination of employment, except as defined in the following subsection F, all unused credits shall revert to the County and shall not be transferable or in any manner payable to the employee, the employee's beneficiary or estate.
- F. In the event the employee retires or defers retirement as defined by the St. Clair County Retirement Plan, his or her credits shall be carried forward into retirement for the purpose of reimbursement of health care expenses limited to co-pays, deductibles, eligible non-covered medical costs and/or retiree health care premium costs. Retirement and deferred retirement shall mean eligibility for and receipt of a pension from the St. Clair County Retirement Plan.

23.9: The Employer will provide a group life insurance plan for employees according to the following schedule:

CORE OPTION



Annual Salary	Benefit
Less than \$34,999	\$30,000
\$35,000 to \$39,999	\$35,000
\$40,000 to \$44,999	\$40,000
\$45,000 to \$49,999	\$45,000
\$50,000 or more	\$50,000

A. OPTION I

The eligible employee may purchase an 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.

23.10: On an approved leave of absence without pay, the employee may continue health and dental care plan payments within the provision of the plan provider policy or forfeit plan eligibility and coverage.

**ARTICLE 24**  
**SERVICE RECOGNITION**

24.1: Full time regular employees hired before January 1, 1987 are eligible for a lump sum payment as a percentage of annual base salary in recognition of their years of continual service shall be paid based on the following schedule:

<u>Years</u>	<u>Percent</u>	<u>Maximum</u>
15 - 19	6%	\$2,400
20 - 24	8%	\$3,200
25 +	10%	\$4,000

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

**ARTICLE 25**  
**RETIREMENT**

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

25.2: The Defined Benefit Pension and the retiree Health Care Plan are completely separate Retirement Plan programs with separately designated methods for funding set forth in this Agreement. The assets of the separate programs may be

commingled for investment purposes but shall be and are separate funds for accounting and actuarial purposes.

25.3: The St. Clair County Retirement System provides eligible employees with a Defined Benefit Pension Plan. A defined benefit plan is a retirement plan that establishes an annual and monthly pension amount based on an employee's years of service and final average compensation. Terms and conditions of the Defined Benefit Plan are addressed in the Retirement Plan booklet. Employee and Employer contributions are as follows.

- A. The Employee shall contribute five percent (5%) of his or her eligible gross bi-weekly wage.
- B. The Employer shall contribute eight-point-six percent (8.6%) of the employee's eligible gross bi-weekly wage.
- C. Effective January 1, 2007 and every calendar year thereafter the employer shall contribute the actuarially determined amount.

25.4: The St. Clair County Retirement System provides eligible employees opportunity to prefund retiree health care coverage by contributing to a Health Care Trust Account. Employee participation in the Health Care Trust Account is optional. The option is exercised upon date of eligibility to participate in the retirement plan and once exercised is irrevocable. A description of the retiree health care coverage is provided in the Retirement Plan booklet. Eligibility for retiree health care coverage is as follows.

- A. A full time employee subject to the original plan must have eight (8) or more actual years of service contributions in the Retirement Plan to be entitled to health care coverage at no premium cost as a retiree.
- B. A full time employee subject to the modified plan must have twenty (20) or more actual years of service contributions in the Retirement Plan to be entitled to health care coverage at no premium cost to the retiree.
- C. An employee that chooses not to participate in the prefunding of retiree health care or that does not meet the actual years of service contributions stipulated in the preceding subsections A and B, shall be entitled to purchase retiree health care coverage based on the following conditions.

[i] The full time employee shall have eleven (11) or more actual years of service contributions to the Retirement Plan.

[ii] The employee, as a retiree, shall be required to pay the entire premium cost determined by the County on a month-to-month basis as a deduction from his or her monthly pension payment.

[iii] The employee with credits accrued in his or her Health Reimbursement Account (HRA) shall pay for the premium cost as a deduction from their HRA. When the HRA is depleted of credits the provisions of the preceding [ii] shall apply.

[iv] The employee with contributions in the Health Care Trust Account shall be entitled to pay the health care premium costs from his or her contributions. When contributions are depleted the retiree shall be subject to the preceding [ii].

[v] The employee upon making an application for retirement must choose to purchase or not purchase health care coverage. The employee, as a retiree, may not choose to purchase health care at a later time. In other words, the employee, as a retiree, must participate in the purchase of health care coverage upon initial retirement or he or she shall be forever ineligible for health care coverage.

[vi] The employee, as a retiree, shall not be entitled to purchase health care coverage intermittently from the Retirement Plan. Failure to pay the monthly premium, whether intentionally or unintentionally disqualifies the retiree for health care coverage. In other words, the retiree shall not be entitled to discontinue and later re-enroll for health care coverage.

25.5: Contributions to the Retiree Health Care Trust Account shall be calculated on an employee's eligible bi-weekly wages as defined in this article. The employee and employer shall contribute to the Retiree Health Care Trust Account as follows.

A. Employees employed before January 1, 2007 shall contribute as follows.

<u>Effective Date</u>	<u>Employee Contribution</u>	<u>Employer Contribution</u>
01/01/07	0.5%	1.0%
01/01/08	1.0%	2.0%
01/01/09	1.5%	3.0%
01/01/10	2.0%	4.0%
01/01/11	2.5%	5.0%

B. Employees hired on and after January 1, 2007 shall contribute as follows.

<u>Effective Date</u>	<u>Employee Contribution</u>	<u>Employer Contribution</u>
01/01/07	0.65%	1.0%
01/01/08	1.30%	2.0%
01/01/09	1.95%	3.0%
01/01/10	2.60%	4.0%
01/01/11	3.25%	5.0%

C. In the event the combined annual recommended actuarial amount for health care coverage decreases below the percentage achieved in December 31, 2007, the decrease shall be applied to the employee and the employer on the ratio of one-third (1/3) for the employee and two-thirds (2/3) for the employer.

25.6: An employee shall have the option to contribute to a 401(a) or 457 Deferred Compensation Plan rather than contribute to the Retiree Health Care Trust Fund Account. An employee that contributes to the 401(a) or 457 Deferred Compensation

Plan shall not be entitled to retiree health care paid by the Retirement System upon retirement. The employee shall be entitled to the contribution provided by the County to either the 401(a) or 457 Plan. Terms and conditions of the 401(a) or 457 Deferred Compensation Plan follow.

A. Effective upon the earliest possible date following ratification of the agreement by the parties, an employee shall be entitled to select one of the following contribution options to be matched by the County.

<u>Employee Contribution</u>	<u>County Contribution</u>
2.0%	1.0%
3.0%	1.5%
4.0%	2.0%
5.0%	2.5%

B. "ALL CONTRIBUTIONS" to the 401(a) or 457 Deferred Compensation Plan shall mean the contributions of the employee and the County. Contributions shall mean all contributions except as otherwise defined.

C. Upon retirement the employee may at his or her discretion use contributions to the 401(a) or 457 Deferred Compensation Plan to purchase retiree health care from the Retirement System provided the employee has a minimum of eleven (11) or more years of contributed service in the Retirement System. The eleven (11) year minimum shall be waived for existing bargaining unit members Elizabeth Belanger, Jennifer Brown, Kathleen Cogley, Sandra Erickson, James McCormick, Edward Messing, Vicki Shevnock, Amy Taylor and Renae Topolewski.

D. Upon separation of County employment the employee with eight (8) or more years of service is entitled to retain and may rollover all contributions and investment earnings into a qualified plan account contingent upon the terms, rules, regulations and conditions determined by the IRS.

E. Upon separation of County employment the employee with fewer than eight (8) years of service is entitled to retain and may rollover only that portion of the contributions made by the employee including its investment earnings contingent upon the terms, rules, regulations and conditions determined by the IRS.

F. An employee must elect or not elect to contribute to the 401(a) or 457 Deferred Compensation Plan upon full time regular employment with the County.

G. An employee that contributes to the Retiree Health Care Trust Fund Account and the 401(a) or 457 Deferred Compensation Plan at the same time shall not be entitled to the any contribution from the County. An employee shall have the option to contribute to a 401(a) or 457 Deferred Compensation Plan account rather than contribute to the Retiree Health Care Trust Fund Account and shall be entitled to the contribution from the County. An employee that contributes to the 401(a) or 457 Deferred Compensation Plan shall not be entitled to retiree health care paid by the Retirement System upon retirement.

H. An employee that contributes to both the 401(a) and 457 Deferred Compensation Plan shall only be entitled to the contribution from the County for one but not both plans. The employee shall be entitled to determine which plan the County contribution is applied.

25.7: Employees hired before January 1, 2007 with sufficient years of service and age to retire on or before December 31, 2011 shall be entitled to select the following contribution option.

A. The employee shall contribute five percent (5%) of his or her eligible bi-weekly wage as defined in this article for the duration of this Agreement. The employee contribution shall be attributed to both pension and health care.

B. The County shall contribute thirteen percent (13%) of the employee's eligible bi-weekly wage for the duration of this Agreement. The County's contribution shall be attributed to both pension and health care.

C. In selecting this option the employee agrees to and shall retire on or before December 31, 2011.

D. In selecting this option the employee must complete and sign a retirement application form designating a retirement date no later than December 31, 2011.

E. The employee that fails to retire or otherwise leave employment no later than December 31, 2011 shall be required to pay an amount equal to the contributions that otherwise would have been made to the Retiree Health Care Trust Account. Contributions due shall be made by payroll deduction and/or in a lump sum at the employee's discretion but shall be paid in full within ninety (90) calendar days after December 31, 2011 or the employee will be subject to pay one percent (1%) daily compounded interest.

25.8: A retiring employee subject to the original retirement plan shall be entitled to a multiplier of two percent (2%) for each year of employment. The multiplier shall not exceed sixty-four percent (64%) upon attaining thirty-two actual years of service, including purchased military service time. Final average compensation shall be calculated on the best three (3) years of the last ten (10) years of eligible compensation.

25.9: A retiring employee subject to the Modified Plan 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% - accumulative
11 through 19	2.00% - accumulative
20 through 24	2.00% - retroactive
25 and above	2.40% - retroactive

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

(70%). Employees hired before January 1, 2007 shall be entitled to a multiplier maximum that shall not exceed seventy-five percent (75%).

25.10: An employee shall be eligible to retire upon satisfying one of the following three criteria.

A. The employee has attained the age of 60 years and has the equivalent of eight (8) or more years of service contributions into the retirement system.

B. The employee has attained the age of 55 years and has the equivalent of twenty-five (25) or more years of service contributions into the retirement system.

C. The employee has a combination of age and years of equivalent service that when combined equals eighty (80) years, provided the employee shall have twenty-five (25) or more years of service contributions into the Retirement System.

25.11: An employee shall only be entitled to withdraw his or her contributions to the Defined Benefit Plan upon termination of employment.

A. An employee is not required to withdraw his or her contributions upon termination of employment.

B. Contributions left in the plan are deferred until such time as the former employee is eligible to receive a pension.

C. The employee that withdraws his or her contributions shall terminate all right to receive a pension benefit from the plan.

D. The employee that withdraws his or her contributions shall be entitled to a rate of interest on the contributions determined by the Retirement Board which shall be consistent with the interest rate attributed to all employee accounts regardless of union affiliation.

25.12: An employee shall only be entitled to withdraw his or her contributions to the Retiree Health Care Trust Account upon termination of employment.

A. An employee is not required to withdraw his or her contributions upon termination of employment.

B. Contributions left in the plan are deferred until such time as when the former employee shall be entitled to a retirement pension.

C. The employee that leaves his or her contributions in the Retiree Health Care Plan Trust Account shall only be entitled to health care coverage in conjunction with receiving a pension.

D. The employee that withdraws his or her contributions shall terminate all right to receive retiree health care coverage from the plan at no premium cost to the retiree.

E. The employee that leaves his or her contributions in the Retiree Health

Care Trust Account but who has insufficient actual years of services to qualify for coverage shall be entitled to purchase coverage when meeting all the conditions stipulated in this article.

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

25.14: The final average compensation for retirement purposes shall be computed on the base salary only and shall not include compensation from;

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

25.15: The County shall notify the Union no less than thirty (30) calendar days in advance of any proposal to change retiree health care affecting a member or former member of the bargaining unit. The County agrees to meet with the Union to discuss the proposed changes. The Union may request to bargain the proposed changes to the extent that it may impact former bargaining unit members who retired during the term of the collective bargaining agreement in affect at the time of the proposed changes. The Union shall have no standing or authority to bargain changes that affect a former member who retired prior to the collective bargaining agreement in affect at the time of the proposed change.

25 .16: The County shall continue to offer a deferred compensation program to all currently employed bargaining unit members, provided a program is available.

**ARTICLE 26**  
**EDUCATIONAL REIMBURSEMENT**

26.1: 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.

26.2: 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.

26.3: 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 Friend of Court 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 26.4. Friend of Court 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.

26.4: Reimbursement shall not exceed five hundred (\$500.00) dollars per course. Reimbursement shall be provided only upon obtaining a passing grade.

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

26.6: 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.

26.7: An employee shall not be entitled to attend class or complete class assignments during their regularly scheduled working hours at the expense of the Friend of Court. Nor shall the employee be entitled to utilize the resources of the Friend of 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 27  
VACATIONS**

27.1: Full time employees shall be entitled to vacations as determined by their placement on the following schedule by the Friend of Court not to exceed the 7 to 9 years of service level. If the Friend of Court declines to make an advanced placement on the vacation schedule the placement 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>
6 Mos.	5
1	10
2	11
3 - 4	15
5 - 6	17
7 - 9	18
10 - 14	20
15 - 19	23
20 - 24	25
25+	28

27.2: 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.

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

27.4: 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.

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

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

27.7: 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 28 HOLIDAYS**

28.1: Full time regular employees are entitled to the Holiday Schedule established by the State Supreme Court Administrator's Office.

28.2: 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. The employee is required to provide a medical statement indicating the nature of the illness that prevented them from working, unless the day off was authorized.

28.3: 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.

28.4: 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.

## **ARTICLE 29 JURY DUTY, SUBPOENA AND WITNESS FEES**

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

29.2: 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.

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

29.4: 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.

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

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

**ARTICLE 30**  
**MILEAGE ALLOWANCE AND EXPENSE REIMBURSEMENT**

30.1: 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.

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

**ARTICLE 31**  
**SPECIAL CONFERENCES**

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

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

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

**ARTICLE 32**  
**SUCCESSOR**

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

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

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

**ARTICLE 33**  
**EMPLOYEE LIABILITY**

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

**UNRESOLVED**

**ARTICLE 29  
SALARY SCHEDULE**

2.0% - Effective January 1, 2007

	Merit <u>Step 1</u>	Merit <u>Step 2</u>	Merit <u>Step 3</u>	Merit <u>Step 4</u>	Merit <u>Step 5</u>	Merit <u>Step 6</u>	Merit <u>Step 7</u>	Merit <u>Step 8</u>
Accounting Supervisor / Imaging Coordinator	\$44,670	46,457	48,314	50,247	52,257	54,347	56,523	58,764
Attorney Referee / Staff Attorney	\$61,132	63,577	66,119	68,764	71,515	74,375	77,352	80,445
Domestic Relations Mediator	\$52,257	54,347	56,523	58,781	61,132	63,577	66,119	68,764
Domestic Relations Mediator/Special Assistant	\$56,520	58,780	61,131	63,577	66,120	68,756	71,515	74,376
Jail Alternative Sentencing Program Supervisor	\$52,257	54,347	56,523	58,781	61,132	63,577	66,119	68,764
Judicial Service Coordinator	\$44,670	46,457	48,314	50,247	52,257	54,347	56,523	58,781
Systems Coordinator	\$46,457	48,314	50,247	52,257	54,347	56,523	58,781	61,132

2.0% - Effective January 1, 2008

	Merit <u>Step 1</u>	Merit <u>Step 2</u>	Merit <u>Step 3</u>	Merit <u>Step 4</u>	Merit <u>Step 5</u>	Merit <u>Step 6</u>	Merit <u>Step 7</u>	Merit <u>Step 8</u>
Accounting Supervisor / Imaging Coordinator	\$45,563	47,386	49,281	51,252	53,302	55,434	57,654	59,967
Attorney Referee / Staff Attorney	\$62,354	64,848	67,442	70,140	72,946	75,863	78,889	82,025
Domestic Relations Mediator	\$53,302	55,434	57,654	59,956	62,354	64,848	67,442	70,140
Domestic Relations Mediator/Special Assistant	\$57,650	59,956	62,354	64,849	67,442	70,131	72,945	75,864
Jail Alternative Sentencing Program Supervisor	\$53,302	55,434	57,654	59,956	62,354	64,848	67,442	70,140
Judicial Service Coordinator	\$45,563	47,386	49,281	51,252	53,302	55,434	57,654	59,956
Systems Coordinator	\$47,386	49,281	51,252	53,302	55,434	57,654	59,956	62,354

2.0% - Effective January 1, 2009

	<u>Merit Step 1</u>	<u>Merit Step 2</u>	<u>Merit Step 3</u>	<u>Merit Step 4</u>	<u>Merit Step 5</u>	<u>Merit Step 6</u>	<u>Merit Step 7</u>	<u>Merit Step 8</u>
Accounting Supervisor / Imaging Coordinator	\$46,475	48,334	50,266	52,277	54,368	56,542	58,807	61,155
Attorney Referee / Staff Attorney	\$63,601	66,145	68,791	71,542	74,404	77,380	80,477	83,695
Domestic Relations Mediator	\$54,368	56,542	58,807	61,155	63,601	66,145	68,791	71,542
Domestic Relations Mediator/Special Assistant	\$58,803	61,155	63,601	66,144	68,791	71,534	74,404	77,373
Jail Alternative Sentencing Program Supervisor	\$54,368	56,542	58,807	61,155	63,601	66,145	68,791	71,542
Judicial Service Coordinator	\$46,475	48,334	50,266	52,277	54,368	56,542	58,807	61,155
Systems Coordinator	\$48,334	50,266	52,277	54,368	56,542	58,807	61,155	63,601

2.0% - Effective January 1, 2010

	<u>Merit Step 1</u>	<u>Merit Step 2</u>	<u>Merit Step 3</u>	<u>Merit Step 4</u>	<u>Merit Step 5</u>	<u>Merit Step 6</u>	<u>Merit Step 7</u>	<u>Merit Step 8</u>
Accounting Supervisor / Imaging Coordinator	\$47,404	49,300	51,272	53,323	55,455	57,673	59,983	62,378
Attorney Referee / Staff Attorney	\$64,873	67,468	70,166	72,973	75,893	78,928	82,086	85,369
Domestic Relations Mediator	\$55,455	57,673	59,983	62,378	64,873	67,468	70,166	72,973
Domestic Relations Mediator/Special Assistant	\$59,979	62,378	64,872	67,468	70,167	72,964	75,892	78,970
Jail Alternative Sentencing Program Supervisor	\$55,455	57,673	59,983	62,378	64,873	67,468	70,166	72,973
Judicial Service Coordinator	\$47,404	49,300	51,272	53,323	55,455	57,673	59,983	62,378
Systems Coordinator	\$49,300	51,272	53,323	55,455	57,673	59,983	62,378	64,873

2.0% - Effective January 1, 2011

	Merit Step 1	Merit Step 2	Merit Step 3	Merit Step 4	Merit Step 5	Merit Step 6	Merit Step 7	Merit Step 8
Accounting Supervisor / Imaging Coordinator	\$48,352	50,286	52,297	54,389	56,564	58,827	61,183	63,626
Attorney Referee / Staff Attorney	\$66,171	68,817	71,570	74,433	77,410	80,506	83,728	87,707
Domestic Relations Mediator	\$56,564	58,827	61,183	63,626	\$66,171	68,817	71,570	74,433
Domestic Relations Mediator/Special Assistant	\$61,179	63,625	66,170	68,818	71,570	74,424	77,410	80,506
Jail Alternative Sentencing Program Supervisor	\$56,564	58,827	61,183	63,626	\$66,171	68,817	71,570	74,433
Judicial Service Coordinator	\$48,352	50,286	52,297	54,389	56,564	58,827	61,183	63,626
Systems Coordinator	\$50,286	52,297	54,389	56,564	58,827	61,183	63,626	66,171

**ARTICLE 35**  
**TERM OF AGREEMENT**

35.1: 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, 2011.

35.2: 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 Friend of Court with a copy to the Human Resources Director within the period of October 1, 2011 through and including December 31, 2011 or the Association shall be considered to have decertified and the parties shall be prohibited from collective bargaining.

35.3: 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.

35.4: 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 \_\_\_\_\_ day of \_\_\_\_\_, 2007.

FOR THE ASSOCIATION

THE COUNTY OF ST. CLAIR  
MICHIGAN

\_\_\_\_\_  
Amy Taylor, Committee Person

\_\_\_\_\_  
31st Circuit Court Family  
Division Chief Judge

\_\_\_\_\_  
Jennifer Brown, Committee Person

\_\_\_\_\_  
Susan Borovich  
Friend of Court

\_\_\_\_\_  
Edward Messing, Committee Person

\_\_\_\_\_  
Chairperson, St. Clair County Board of  
Commissioners

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

LETTER OF UNDERSTANDING  
ARTICLE 23  
HEALTH AND DENTAL CARE AND LIFE INSURANCE

The Friend of Court, the County of St. Clair (hereafter the County), along with the Friend of Court Supervisors Association (hereafter the Association), hereby establishes and agrees with regard to Article 23 - Health and Dental Care and Life Insurance.

1. In the event a change in Health and Dental Care and Life Insurance is bargained with the Friend of Court Employees - SEIU, the terms and conditions shall be applicable to members of the Association participating in the benefit.
2. Implementation shall be on the same basis and timing as that of the Friend of Court Employees - SEIU and shall not require separate ratification by the Association.
3. The County shall notify the Association officers of the changes in Health and Dental Care and Life Insurance in a timely manner subsequent to ratification by the Friend of Court Employees - SEIU and the St. Clair County Board of Commissioners.

FOR THE ASSOCIATION

FOR THE COUNTY

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



**RESOLUTION - 07-17  
ADOPTING COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE COUNTY OF ST. CLAIR COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AND  
ST. CLAIR COUNTY  
SHERIFF DEPARTMENT SUPERVISORS - COAM**

WHEREAS, the ST. CLAIR COUNTY SHERIFF DEPARTMENT SUPERVISORS - COAM is recognized by the Michigan Employment Relations Commission and the County of St. Clair as the exclusive representative of certain employees of the St. Clair County 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, 2006 through June 30, 2011 is hereby approved and adopted.

Date: July 18, 2007

Reviewed and Approved by:

Gary A. Fletcher (WLF)  
Gary A. Fletcher  
County Corporation Counsel  
522 Michigan St.  
Port Huron, MI 48060

[Signature]  
[Signature]  
[Signature]

**A G R E E M E N T**

**BETWEEN**

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

**AND**

**ST. CLAIR COUNTY  
SHERIFF DEPARTMENT SUPERVISORS  
COAM**

**JULY 1, 2006 THROUGH JUNE 30, 2011**

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**AGREEMENT**

This Agreement made and entered into for the period of July 1, 2006 through June 30, 2011 between the Board of Commissioners of the County of St. Clair, state of Michigan, and the Sheriff of the County of St. Clair, hereinafter referred to as the "Employer", and the St. Clair County Sheriff's Department Supervisors - COAM "Union".

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

**PURPOSE AND INTENT**

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

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

**ARTICLE 1  
RECOGNITION**

The Union is hereby recognized as the exclusive representative of all C.O.L.E.S. required classifications of Sergeants, Lieutenants and Captains of the St. Clair County Sheriff Department for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and working conditions for the term of this Agreement.

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

**ARTICLE 2  
MANAGEMENT RESPONSIBILITY**

**SECTION 1**

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

**ARTICLE 3  
CONTRACT SERVICES**

**SECTION 1**

Due to the high cost of maintaining and operating the Sheriff Department, the Sheriff and the County may determine it necessary to provide its services to communities within

the County on a contractual basis or to take advantage of available grants and aids. Funding obtained by any of these means shall be defined as a contract service.

SECTION 2

The Sheriff and County shall have exclusive responsibility and authority to determine the need for providing contract services.

SECTION 3

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

SECTION 4

Participation in a contract service may require the appointment of new or additional employees. The acquisition of employees shall be in accordance with the Career Change and Advancement provision of this Agreement, unless otherwise mutually agreed. At such time as contract services are no longer to be provided, for any reason, the employee compensated in part or the whole by such funds, shall be subject to layoff. Be it provided, however, that the employee shall exercise seniority displacement rights in accordance with the Layoff and Recall provisions of this Agreement.

**ARTICLE 4**  
**UNION SECURITY**

SECTION 1

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

SECTION 2

Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required, as a condition of continued employment, to become members of the Union or to pay a service fee to the Union for the duration of this Agreement on or before the thirtieth (30) calendar day following such effective date.

SECTION 3

Employees hired, rehired, reinstated or transferred into the Bargaining Unit after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of continued employment, to become a member of the Union or to pay a service fee to the Union for the duration of this Agreement on or before the ninetieth (90) calendar day following the beginning of their employment in the Bargaining Unit.

SECTION 4

An employee who shall tender through payroll deduction the periodic dues or service fee uniformly required shall be deemed to meet the qualifications of this Article. The amount of dues and/or service fee shall be determined from time to time by the Union as necessary for negotiations, grievance processing and administration of this Agreement.

SECTION 5

The Union shall indemnify, defend, and save the County harmless against any and all

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

**ARTICLE 5**  
**UNION REPRESENTATION**

**SECTION 1**

Employees covered by this Agreement shall be represented on all matters of application to this Agreement, including the grievance procedure, by one (1) steward and/or a Chapter Chairperson.

**SECTION 2**

Employees covered by this Agreement shall be represented by a Bargaining Committee selected by the Union, and the Employer agrees to pay no more than one (1) member of the Union's Bargaining Committee their regular pay and benefits during regularly scheduled hours of work. Meetings shall be mutually agreed in advance by the parties. Nothing shall prohibit the representatives from meeting during regularly scheduled day shift hours.

**SECTION 3**

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

**SECTION 4**

The Union shall notify the Human Resources Director in writing of names, classifications, and departments of all local representatives of the Union. Members of the unit who are not officially identified as Union Representatives shall not be recognized or permitted to represent the interest of other members of the Union to the Employer. Changes in union representation shall be made, in writing, to the Human Resources Director in prompt fashion.

**ARTICLE 6**  
**GRIEVANCE PROCEDURE**

**STEP 1**

- A. Any employee having a specified grievance alleging a violation of this Agreement, a violation or deviation from an established County or Department policy or procedure, or a failure of the County or Department to comply with a policy, procedure, method, practice or regulation of the County or Department shall, within fifteen (15) working days of the alleged grievance, as defined in Step 3.F., take the matter up with the Sheriff or the Sheriff's designated representative, who shall attempt to adjust the grievance with the terms of this Agreement, County or Departmental policy, procedure,

method, practice, or regulation. The employee shall be entitled to have a Union Representative present at this step.

- B. Any employee may request the Sheriff or the designated representative of the Sheriff to call one of the designated local Union Representatives to handle a specified grievance with the Sheriff or the designated representative of the Sheriff. In this case, the Union Representative will be notified without undue delay and without further discussion of the grievance. This procedure shall not unduly delay the operations of the Sheriff's Department.
- C. If, in the judgment of the Union, a grievance affects a group or class of employees, the Union shall discuss the grievance with the Sheriff or designated representative. The Union shall advise the Sheriff or designated representative that the discussion is the first step of the grievance procedure or the grievance will be considered improper and not subject to advancement through the grievance procedure. The grievance must be discussed within fifteen (15) working days of the occurrence of the facts on which the grievance is based. Be it provided, that the Union shall be required to demonstrate that the matter grieved conforms to the definition of a grievance as defined in Step 1.A., or the grievance shall be determined inappropriate.

STEP 2

- A. Grievances shall be considered settled at Step 1 unless reduced to writing on appropriate forms signed by the aggrieved employee and delivered to the office of the Sheriff within five (5) working days after the meeting or adjourned meeting at Step 1. In this case, a meeting will be arranged within ten (10) working days as defined in Step 3.F. with the designated Union Representative and the Sheriff or designated representative for the purpose of attempting to settle the grievance at the departmental level.

STEP 3

- A. Grievances shall be considered settled at Step 2 unless written notice is delivered to the Human Resources Department within seven (7) working days after the completion of Step 2 as defined in Step 3.F.
- B. Such notice shall contain a request by the Union that a hearing be held within two (2) weeks of the delivery of said notice for the disposition of said grievance. At such hearing both the Union and the Employer may request the presence of any and all parties who have been involved in the grievance up to this step.
- C. At such hearing, the Employer may be represented by one or more representatives and the Union may be represented by its Local Union Representative theretofore designated as Grievance Representative and such other Union representatives it wishes to have present.
- D. The designated representative of the Employer shall deliver the opinion of the Employer, relative to the grievance to the Union, in writing, within two (2) working days as defined in Step 3.F following the hearing.
- E. If additional time is deemed necessary to properly investigate matters relative to the grievance at any step outlined above, such additional time may be granted only if mutually agreed upon between the Union and the

Employer.

- F. It is agreed that Saturday, Sunday, and holidays shall not be counted in computing time limits provided herein, except when such time limits are measured in weeks rather than days.
- G. Grievances shall be considered settled at Step 3 unless written notice is delivered to the Human Resources Director within thirty (30) calendar days after completion of Step 3.
- H. Failure of the Employer to comply within the deadline established at any step shall result in advancement to the next step of the procedure, if determined by the Union.

STEP 4

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

- A. The Union shall, within thirty (30) calendar days following the County's decision at Step 3, notify the County of the Union's intention to pursue arbitration or the matter will be untimely.
- B. The Union shall within (30) calendar days following notice of intent pursuant to A. above, request arbitration through the American Arbitration Association or as otherwise mutually agreed by the parties or the matter will be untimely.
- C. The fee and expenses of the Arbitrator shall be shared equally by the County and the Union. All other expenses related to the arbitration proceedings, including any expense incurred by calling witnesses, shall be borne by the parties incurring such expenses.
- D. The Arbitrator shall be limited to apply and interpret those Articles and Sections of this Agreement and shall have powers as hereby limited by application of Step 1.A. of this Article, after due investigation, to make a decision in cases of alleged violations, misinterpretations, or misapplications of a specified Article and Section of this Agreement.
- E. The Arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement, nor shall the Arbitrator be empowered to award damages or establish salary schedules or classifications except as provided in Career Change And Advancement.
- F. The Arbitrator, in rendering a decision, shall give full recognition to the whole of this Agreement as it relates to responsibilities, powers, authority, and rights vested with the County and Sheriff, except as specifically limited by express provisions of this Agreement.
- G. The Arbitrator's decision shall be submitted in writing and shall set forth the findings and conclusions with respect to the issue(s) submitted to arbitration, and such decision shall be final and binding on all parties.



**ARTICLE 7**  
**UNION DUES AND PAYROLL DEDUCTIONS**

**SECTION 1**

CHECK OFF:

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

**SECTION 2**

Remittance of Dues and Fees:

- A. Check off deductions under all properly executed authorizations for check off shall become effective at the time the application is signed by the employee and shall be deducted from the first two pay periods of each month. Be it provided that the last dues or service fees deduction of any calendar year shall be adjusted the final pay of the year to reflect the amount of normal monthly union dues or service fees.

**AUTHORIZATION FORM**

TO: \_\_\_\_\_  
Employer

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

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

The amount deducted shall be paid to the Command Officers Association of Michigan.

BY: \_\_\_\_\_  
Print Last Name First Name

\_\_\_\_\_  
Address City & State Zip Telephone

\_\_\_\_\_  
Department Classification

\_\_\_\_\_  
Signature Date

- B. Deductions for any calendar month shall be remitted to the Command Officers Association of Michigan, with the alphabetical list of names and the amount deducted, no later than the fifth (5th) working day of the month, following the month in which they were deducted.
- C. The Employer shall notify the Union of the names and addresses of employees who are newly hired, rehired, transferred or reinstated into the Bargaining Unit and of the names and addresses of employees who are no longer subject to deductions because of employment status.

### SECTION 3

The Union shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or as a result from any conduct taken by the County for the purposes of complying with the provisions of this Article and Article 4 - Union Security. It is further agreed that no employee shall have any claim against the County for any deductions made or not made, as the case may be, except that the County shall be responsible to provide the Union with dues or service fees deducted from the employee's pay. In no case shall the County be responsible to pay the employee an amount equal to dues or service fees which may or may not have been deducted and paid to the Union.

## **ARTICLE 8** **SENIORITY**

### SECTION 1

New employees hired into the Unit shall be considered as probationary employees for the first one hundred and eighty (180) calendar days of employment. The Union shall not represent the probationary employee upon release from employment except as when such release is for reason of Union activity and not work performance.

### SECTION 2

Employees who transfer into or are promoted within the Unit from other classifications within the Department shall be considered probationary employees for the first one hundred and twenty (120) calendar days of performance in the new classification. Unsatisfactory performance during the probationary period shall result in transfer back to the former position.

### SECTION 3

Seniority within the Bargaining Unit shall be determined on the following basis and in the order of priority as provided herein:

- A. Date of promotion or employment to the rank, which is classification seniority.
- B. Length of service with the department in their prior rank.
- C. Date of hire into the department.
- D. Relative score on the examination for the rank when factors a, b, and c are the same.

SECTION 4

The departmental and classification seniority list on the date of this Agreement will show the names and group classifications of all employees of the Unit entitled to seniority.

SECTION 5

When employees acquire seniority, their names shall be placed on the seniority list.

SECTION 6

Up to date seniority lists shall be made available to all employees for their inspection by posting in the Unit.

SECTION 7

The employee's last date of hire into the department shall be used for computation of benefits under this Agreement.

**ARTICLE 9  
LOSS OF SENIORITY**

An employee shall lose seniority for the following reasons only:

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

**ARTICLE 10  
DISCHARGE AND DISCIPLINE**

SECTION 1

The Employer agrees promptly upon the discharge or discipline of an employee to notify in writing the local designated representative of the Union of the discharge or discipline. The employee shall have the opportunity to sign all disciplinary actions taken against them and shall be entitled to a copy of same, prior to such action becoming part of the Employer's records. The employee shall have the right to prepare a written statement as it relates to the discipline which shall be incorporated in the Employer's record with the discipline.

SECTION 2

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

SECTION 3

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

**ARTICLE 11  
WORKING HOURS**

SECTION 1

Work schedules shall be posted no less than two (2) weeks in advance of the commencement of the first day of the schedule.

SECTION 2

The Sheriff shall determine the starting time of all regular shifts. A regular shift shall constitute eight (8) or twelve (12) consecutive hours, excluding overtime, unless otherwise mutually agreed. The Sheriff shall determine the eight (8) or twelve (12) hour shift assignment of an Officer.

SECTION 3

If employees are called into work outside their regular shift, they shall be compensated at one and one half (1 1/2) for not less than three (3) hours when either court or other than court related.

SECTION 4

Thirty (30) minutes shall be allotted for lunch to be taken during the tour of duty as opportunity permits. Employees will be on call during such lunch period.

SECTION 5

An employee shall be entitled to select the shift schedule rotation affecting days off. The selection shall be made on an annual basis in February at a time determined by the Sheriff. The Sheriff shall determine the specific work assignment of each Bargaining Unit member.

**ARTICLE 12  
LAYOFF**

SECTION 1

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

SECTION 2

In the event a layoff becomes necessary, the County shall follow this procedure:

- A. Probationary employees in the affected classification shall be laid off first.
- B. Employee(s) shall be subject to layoff by classification seniority first and then by departmental seniority. The employee(s) with the least classification seniority shall be laid off first and then by least departmental seniority and then by relative score on the examination.
- C. Employee(s) who previously held a subordinate classification shall be entitled to revert to that classification and displace the least senior employee in that classification provided the first employee(s) have a greater departmental seniority than the second employee(s). Displaced employee(s) shall have the same right to displace employee(s) in previously held classifications but must meet the same Departmental seniority qualification. The displacing employee(s) shall be paid at the five (5) year (maximum) step of the subordinate classification.
- D. Employee(s) who have not previously held a subordinate classification within the bargaining unit shall be entitled to displace the least senior employee in an immediately subordinate classification provided the employee has superior Departmental seniority. A displaced employee shall have the right to displace an employee in a subordinate classification. In the event the employee does not have sufficient Departmental seniority to displace an immediately subordinate employee, the least senior employee in the next lower subordinate classification may be displaced providing the laid off employee has superior Departmental seniority.
- E. In no event shall an employee displace an employee in a higher paying classification.

SECTION 3

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

SECTION 4

Employees to be laid off shall have at least fourteen (14) calendar days notice of layoff. The local union secretary shall be entitled to a list of the employees being laid off.

SECTION 5

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

SECTION 6

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

- A. The employee(s) with the most seniority in the classification shall be recalled first.
- B. The recalled employee, unless otherwise provided herein, shall be

compensated at the step in the salary rate at the time of their layoff.

- C. A laid off employee accrues no seniority while on a layoff and shall have their Classification-Department/County-wide seniority dates adjusted to reflect the period of layoff.
- D. Notice of layoff shall be sent to the employee's last known address by registered mail. The notice shall provide the employee with no less than ten (10) calendar days notice to return from the date of proof of delivery or non-delivery to report to work. Proof of non-delivery or failure to report to work shall be considered a quit of the laid off employee.
- E. An employee may be denied recall if their conduct and standards or ability to perform the work does not meet that required of a law enforcement professional.

**ARTICLE 13**  
**POLICE OFFICERS' BILL OF RIGHTS**

**SECTION 1**

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

**SECTION 2**

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

- A. Members under investigation shall be informed of the specific nature of the investigation and will be allowed time to discuss same with a Union Representative if there is reason to believe that disciplinary action or criminal charges may result. Any member required to make a written statement relative to an investigation shall have twenty-four (24) hours to do so.
- B. Questioning sessions shall be for reasonable periods and shall be timed to allow for personal necessities and rest periods as are reasonably necessary.
- C. The members under questioning shall not be subject to abusive language. No promise of reward shall be made or an inducement to answering any questions; nor shall their name, home address, or photographs be given to the press or news media without their express consent.
- D. If a tape recording is made of the questioning the member shall have access to the tape if any further proceedings are contemplated.
- E. If the member about to be questioned is under arrest, or likely to be placed under arrest as a result of the questioning, he shall be completely informed of all their constitutional rights prior to the commencement of the questioning.

SECTION 3

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

SECTION 4

No member of this bargaining unit shall be subjected to disciplinary action for appearing before a state or federal grand jury at which he presents testimony under oath and has been sworn to secrecy.

SECTION 5

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

**ARTICLE 14  
EMPLOYEE RECORDS REVIEW**

SECTION 1

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

SECTION 2

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

SECTION 3

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

SECTION 4

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

**ARTICLE 15  
EQUIPMENT CARE AND USAGE**

SECTION 1

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

- A. An inspection of the vehicle shall be made prior to commencement of the tour of duty by the officer(s) assigned to the vehicle.
- B. In the event of an emergency prohibiting a vehicle inspection, the officer(s) shall notify the shift commander during that shift of the inopportunity for inspection and shall receive instructions for same. The officer(s) shall not be subject to disciplinary action when an emergency prohibits inspection.
- C. The Employer shall supply inspection check off forms to be used in the inspection of vehicles.

**SECTION 2**

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

**SECTION 3**

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

**SECTION 4**

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

**SECTION 5**

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

**SECTION 6**

Employees not properly trained in use of any of said equipment, shall be held blameless unless, neglect or abuse of said equipment is substantiated and damage was a result of said neglect or abuse by the employee.

**ARTICLE 16**  
**MAINTENANCE OF PROFESSIONAL STANDARDS**

**SECTION 1**

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

- A. When the employee is scheduled on a day off, the employee shall receive straight time pay. The employee shall also be granted equal vacation credit provided that the instruction time for four (4) or less hours shall be credited as one-half (1/2) day and that more than four (4) hours shall be credited as on (1) day.
- B. When the employee is scheduled to work a shift adjacent to a shift in which the instruction occurs, such instruction time shall be at one and one-half (1 1/2) times the hourly rate.



**SECTION 2**

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

**SECTION 3**

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

**ARTICLE 17**  
**CAREER CHANGE AND ADVANCEMENT**

**SECTION 1**

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

**SECTION 2**

The Employer shall have the sole discretion and responsibility in determining when and if a vacancy exists within the bargaining unit. When it is determined by the Employer that vacancies exist or will exist, a notice of vacancies which would constitute an advancement or promotion for any member of the bargaining unit minimally qualified to perform the job shall be posted internally in a prominent location within the Sheriff's Department. The posting shall be for a period of no less than ten (10) consecutive days. An employee shall apply in writing during those ten (10) days, to be considered for the position.

**SECTION 3**

Members of the bargaining unit who compete for a promotion shall be required to take a written examination. All candidates shall be required to fulfill the same requirements and/or conditions. An appointment for the rank of Sergeant and/or Lieutenant shall be made from the top-scoring candidate utilizing the following method of accreditation:

- 50% written examination
- 30% oral interview
- 10% department seniority
- 10% bargaining unit seniority

Appointment for the rank of Captain shall be made from among one of the top three (3) candidates.

- A. A passing score shall mean correctly answering seventy percent (70%) or more of the questions comprising the written examination. Only those candidates who have passed the test shall be eligible to compete further for the position(s).
- B. The oral board shall be comprised of three (3) interviewers selected by the Sheriff.
- C. The 10% department seniority will be credited the employee at the rate of one percent (1%) for each year of seniority to a maximum of ten percent (10%).

- D. The 10% bargaining unit seniority will be credited the employee at the rate of one percent (1%) for each year of seniority to a maximum of ten percent (10%).

#### SECTION 4

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

#### SECTION 5

Employees who transfer back to a rank or classification within the P.O.A.M. - St. Clair County Sheriff Department Employees Bargaining Unit will retain their departmental seniority with the following limitations:

- A. If transfer is within one (1) year of the date of entering the Unit, the employee shall revert to the rank and/or classification held immediately prior to entering this Unit.
- B. If transfer is due to a layoff resulting in the reduction of the number of employees, the employee may revert to the rank and/or classification held immediately prior to entering this Unit.
- C. Employees who transfer from this Unit into the P.O.A.M. Unit for any other reason shall be limited to the classification and compensation of Deputy.

#### SECTION 6

Temporary assignments may be made for periods not to exceed one hundred and eighty (180) calendar days, unless otherwise mutually agreed by the parties. Employees who are transferred shall receive the rate for their regular classification or the classification of transfer, whichever is higher.

#### SECTION 7

Candidates for Captain and above shall have at least one (1) year of active service in the rank and duties of Lieutenant to be eligible to compete for the position. Candidates for Lieutenant shall have at least one (1) year of active service in the rank and duties of Sergeant to be eligible to compete for the position. In the event no member of the bargaining unit qualifies for promotion, the Employer may recruit externally provided each candidate shall have at least five (5) years of recent law enforcement experience.

In the event the Sheriff determines to increase the number of employees in the rank of Captain, the appointment shall be made from qualified members of the bargaining unit in accordance with the preceding paragraph.

Candidates for the rank of Captain and above shall be employees that are currently C.O.L.E.S. certified and with full arrest powers, and are members of this bargaining unit or pay a service fee.

SECTION 8

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

**ARTICLE 18**  
**OVERTIME**

SECTION 1

Overtime shall be paid at a rate of time and one-half for all hours worked beyond the normally scheduled hours in one shift or any part of a shift not provided as part of the normal schedule. Be it provided that overtime does not compound by this definition or the day and week. As well, overtime shall be paid for court time required when the employee is scheduled off-duty, providing such court time arises out of departmental business.

SECTION 2

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

SECTION 3

The Employer shall have the right to compel overtime among the least senior employees qualified for required work within a classification upon meeting the qualifications established in Section 2 of this Article. Be it provided the Sheriff will make a reasonable effort based upon the circumstances to compel overtime to a maximum of twelve (12) hours in a calendar week excluding the right to compel overtime as described in Section 6 of this Article. It is understood that due to the necessity to schedule employees around the clock, it may be necessary to compel more than twelve (12) hours of overtime in a calendar week.

SECTION 4

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

SECTION 5

Employees called in to work shall be guaranteed a minimum of three (3) hours pay at time and one-half.

SECTION 6

The Employer shall have the right to holdover or call-in-early employees in emergency situations. Such holdover or call-in-early shall be as nearly evenly divided into the shift as circumstance permit.

**ARTICLE 19**  
**LEAVE OF ABSENCE**

**SECTION 1**

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

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

Such leave may be continued for like cause by consent of the Employer. Be it provided, however, that the period of such leave or continuation thereof shall be consistent with meeting the operating needs of the department in accordance with applicable law.

**SECTION 2**

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

**SECTION 3**

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

- A. Serving in a Union position, and
- B. Educational purposes when job related.

Such leave may be continued for like cause by consent of the Employer. Be it provided, however, that any such leave or continuation thereof shall be consistent with meeting the operating needs of the department in accordance with applicable law.

**SECTION 4**

Employees who are in some branch of the Armed Forces, Reserves, or National Guard will be paid the difference between their reserve pay and their regular pay with the Employer when they are on full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two weeks per year is the limitation or as may be otherwise provided by law.

**SECTION 5**

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

**SECTION 6**

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

**SECTION 7**

The requirements of Sections 5 and 6 may be waived by the Employer, but such waiver shall not form a basis for submitting a grievance when such waiver is not granted, unless it can be shown that such waiver was unreasonably withheld.

**SECTION 8**

Members who may be elected to attend the International Convention, Council Convention, or educational conferences, shall be granted a leave of absence to attend such conferences or conventions. Under no circumstances shall the total amount of leave time for all members for the Union activity exceed an accumulated fourteen (14) days per year. A maximum of one (1) Union member may attend such convention or conference at any one time. Such leave shall be without pay.

**ARTICLE 20**  
**INJURY LEAVE WITH PAY**

**SECTION 1**

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

**SECTION 2**

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

**SECTION 3**

In the event the employee is not granted an extension or continuation of full pay without deduction from sick day accruals, the employee may elect to continue to receive compensation from the County using accrued sick days. Be it provided that sick days shall be deducted from the employee's accrued sick day reserve at a rate of one (1) sick day for each four (4) workdays of disability.

**ARTICLE 21**  
**VETERANS**

The parties hereby agree to comply with all federal and state laws which provide for the rights of members and veterans of the armed forces including Reserves and National Guard.

**ARTICLE 22**  
**UNION BULLETIN BOARD**

The Union may use a bulletin board which shall be located in the Supervisor's locker room for the purpose of posting notices of the following activities:

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

**ARTICLE 23**  
**PAYMENT OF BACK CLAIMS**

If the Employer fails to give an employee work to which it is determined they were entitled, and a written notice of their claim is filed within twenty (20) calendar days of the time the Employer first failed to give them such work, the Employer will reimburse the employee for the earnings they lost through failure to give them such work. In such event, the employee will be required to furnish the Employer with a sworn statement of the earnings, during such period, and such earnings shall act as an offset in such claim for back wages. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at their regular rate with the Employer.

**ARTICLE 24**  
**RETIREMENT**

**SECTION 1**

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

**SECTION 2**

The Defined Benefit Pension and the retiree Health Care Plan are completely separate Retirement Plan programs with separately designated methods for funding set forth in this Agreement. The assets of the separate programs may be commingled for investment purposes but shall be and are separate funds for accounting and actuarial purposes.

**SECTION 3**

The St. Clair County Retirement System provides full time regular employees with a Defined Benefit Pension Plan. A defined benefit plan is a retirement plan that establishes an annual and monthly pension amount based on an employee's years of service and final average compensation. Participation in the Defined Benefit Plan is mandatory upon full time regular employment. Terms and conditions of the Defined Benefit Plan are addressed in the Retirement Plan booklet. Employee and Employer contributions are as follows.

- A. The Employee shall contribute five percent (5%) of his or her eligible gross bi-weekly wage.

- B. The Employer shall contribute eleven-point-three percent (11.3%) of the employee's eligible gross bi-weekly wage.
- C. Effective January 1, 2007 and every calendar year thereafter the employer shall contribute the actuarially determined amount.

SECTION 4

The St. Clair County Retirement System provides full time regular employees opportunity to prefund retiree health care coverage by contributing to a Retiree Health Care Trust Account. Employee participation in the Retiree Health Care Trust Account is optional. The option is exercised upon date of eligibility to participate in the retirement plan and once exercised is irrevocable. A description of the retiree health care coverage is provided in the Retirement Plan booklet. Eligibility for retiree health care coverage is as follows.

- A. An employee subject to the original plan must have eight (8) or more actual years of service contributions in the Retirement Plan to be entitled to health care coverage at no premium cost as a retiree.
- B. An employee subject to the modified plan must have twenty (20) or more actual years of service contributions in the Retirement Plan to be entitled to health care coverage at no premium cost to the retiree.
- C. An employee that chooses not to participate in the prefunding of retiree health care or that does not meet the actual years of service contributions stipulated in the preceding subsections A and B, shall be entitled to purchase retiree health care coverage based on the following conditions.

[i] The employee shall have eleven (11) or more actual years of service contributions to the Retirement Plan.

[ii] The employee, as a retiree, shall be required to pay the entire premium cost determined by the County on a month-to-month basis as a deduction from his or her monthly pension payment.

[iii] The employee with credits accrued in his or her Health Reimbursement Account (HRA) shall pay for the premium cost as a deduction from their HRA. When the HRA is depleted of credits the provisions of the preceding [ii] shall apply.

[iv] The employee with contributions in the Retiree Health Care Trust Account shall be entitled to pay the health care premium costs from his or her contributions. When contributions are depleted the retiree shall be subject to the preceding [ii].

[v] The employee upon making an application for retirement must choose to purchase or not purchase health care coverage. The employee, as a retiree, may not choose to purchase health care at a later time. In other words, the employee, as a retiree, must participate in the purchase health care coverage upon initial retirement or he or she shall be forever ineligible for health care coverage.

[vi] The employee, as a retiree, shall not be entitled to purchase health care coverage intermittently from the Retirement Plan. Failure to pay the monthly premium, whether intentionally or unintentionally disqualifies the retiree for health care coverage. In other words, the retiree shall not be entitled to discontinue and later re-enroll for health care coverage.

**SECTION 5**

Contributions to the Retiree Health Care Trust Account shall be calculated on an employee's eligible bi-weekly wages as defined in this article. The employee and employer shall contribute to the Retiree Health Care Trust Account as follows.

A. Employees employed before January 1, 2007 shall contribute as follows.

<u>Effective Date</u>	<u>Employee Contribution</u>	<u>Employer Contribution</u>
01/01/07	0.5%	1.0%
07/01/07	1.0%	2.0%
07/01/08	1.5%	3.0%
07/01/09	2.0%	4.0%
07/01/10	2.5%	5.0%

B. Employees hired on and after January 1, 2007 shall contribute as follows.

<u>Effective Date</u>	<u>Employee Contribution</u>	<u>Employer Contribution</u>
01/01/07	0.65%	1.0%
07/01/07	1.30%	2.0%
07/01/08	1.95%	3.0%
07/01/09	2.60%	4.0%
07/01/10	3.25%	5.0%

C. In the event the combined annual recommended actuarial amount for health care coverage decreases below the percentage achieved in December 31, 2010, the decrease shall be applied to the employee and the employer on the ratio of one-third (1/3) for the employee and two-thirds (2/3) for the employer.

**SECTION 6**

In lieu of the DROP an employee shall have the option to contribute to a 457 deferred compensation account. Terms and conditions of the 457 deferred compensation account follow.

A. Effective upon the earliest possible date following ratification of the agreement by the parties, an employee shall be entitled to select one of the following contribution options to be matched by the County.

<u>Employee Contribution</u>	<u>County Contribution</u>
2.0%	1.0%
3.0%	1.5%
4.0%	2.0%
5.0%	2.5%



B. "ALL CONTRIBUTIONS" shall mean the contributions of the employee and the County except as otherwise defined.

C. Upon separation of County employment the employee with eight (8) or more years of service is entitled to retain and may rollover all contributions and investment earnings into a qualified plan.

D. Upon separation of County employment the employee with fewer than eight (8) years of service is entitled to retain and may rollover only that portion of the contributions made by the employee including its investment earnings.

E. An employee must elect or not elect to contribute upon full time regular employment with the County. The election once executed is irrevocable.

SECTION 7

Effective upon the mutual ratification of the Agreement and for the term of the Agreement, the County shall notify the Union no less than thirty [30] calendar days in advance of any change in retiree health care affecting a member or former member of the bargaining unit. The County shall meet with the Union to bargain the affect of the proposed change[s] on members employed during the term of this agreement. The Union and the County shall bargain the proposed change[s] to the extent that it may impact a former member[s] that retired during the term of the Collective Bargaining Agreement in which the proposed change is to be implemented. The Union shall have no standing or authority to bargain a proposed change that would affect a former member that retired prior to the duration of the instant Collective Bargaining Agreement.

SECTION 8

Employees hired before July 1, 2006 with sufficient years of service and age to retire during the term of the 2006-2011 Agreement shall be entitled to select the following contribution option.

A. The employee shall contribute five percent (5%) of his or her eligible bi-weekly wage as defined in this article for the duration of this Agreement. The employee contribution shall be attributed to both pension and health care.

B. The County shall contribute thirteen percent (13%) of the employee's eligible bi-weekly wage for the duration of this Agreement. The County's contribution shall be attributed to both pension and health care.

C. In selecting this option the employee agrees to and shall retire on or before June 30, 2011, which is the final day of this Agreement.

D. In selecting this option the employee must complete and sign a retirement application form designating a retirement date no later than June 30, 2011.

E. The employee that fails to retire or otherwise leave employment no later than June 30, 2011 shall be required to pay an amount equal to the contributions that otherwise would have been made to the Retiree Health Care Trust Account. Contributions due shall be made by payroll deduction and/or in a lump sum at the employee's discretion but shall be paid in full within ninety (90) calendar days after June 30, 2011 or the employee will be subject to pay one percent (1%) daily compounded interest.

SECTION 9

An employee shall only be entitled to withdraw his or her contributions to the Defined Benefit Plan upon termination of employment.

- A. An employee is not required to withdraw his or her contributions upon termination of employment.
- B. Contributions left in the plan are deferred until such time as the former employee is eligible to receive a pension.
- C. The employee that withdraws his or her contributions shall terminate all right to receive a pension benefit from the plan.
- D. The employee that withdraws his or her contributions shall be entitled to a rate of interest on the contributions determined by the Retirement Board which shall be consistent with the interest rate attributed to all employee accounts regardless of union affiliation.

SECTION 10

An employee shall only be entitled to withdraw his or her contributions to the Retiree Health Care Trust Account upon termination of employment.

- A. An employee is not required to withdraw his or her contributions upon termination of employment.
- B. Contributions left in the plan are deferred until such time as when the former employee shall be entitled to a retirement pension.
- C. The employee that leaves his or her contributions in the Retiree Health Care Plan Trust Account shall only be entitled to health care coverage in conjunction with receiving a pension.
- D. The employee that withdraws his or her contributions shall terminate all right to receive retiree health care coverage from the plan at no premium cost to the retiree.
- E. The employee that leaves his or her contributions in the Retiree Health Care Trust Account but who has insufficient actual years of services to qualify for coverage shall be entitled to purchase coverage when meeting all the conditions stipulated in this article.

SECTION 11

A retiring employee subject to the original retirement plan shall be entitled to a multiplier of two percent (2%) for each year of employment. The multiplier shall not exceed sixty-four percent (64%) upon attaining thirty-two actual years of service, including purchased military service time. Final average compensation shall be calculated on the best three (3) years of the last ten (10) years of eligible compensation.

SECTION 12

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% - accumulative
11 through 19	2.00% - accumulative
20 through 24	2.00% - retroactive
25 and above	2.50% - retroactive [effective upon ratification]

Upon attaining the twentieth (20th) year, the multiplier shall be retroactive to the first year. The multiplier maximum accrual shall not exceed seventy percent (70%). The multiplier maximum accrual for employees hired before January 1, 2007 shall not exceed seventy-five percent (75%).

SECTION 13

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

SECTION 14

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

SECTION 15

An employee shall be eligible for early retirement with twenty-five (25) or more years of continuous full time employment in the Sheriff Department.

SECTION 16

Retirement shall be computed on the regular base wage, and shall include vacation accrual payoff, shift premium, service recognition and educational premium, and shall not include compensation from:

- A. Overtime pay in excess of one hundred (100) hours in a calendar year or compensatory time payoff.
- B. Sick day accrual payoff upon separation from employment for any reason.
- C. Compensation from clothing allowance, health and dental care non-participation compensation and any other form of reimbursement and allowance not specifically provided herein.

**ARTICLE 25**  
**PREMIUM PAY FOR EDUCATIONAL ACHIEVEMENT**

**SECTION 1**

Each full time certified police officer hired prior to January 1, 1992 with five (5) years of continuous service possessing or acquiring an Associate's Degree in Police Science shall be paid an additional one percent (1%) of annual salary at the same time service recognition is to be paid.

**SECTION 2**

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

**SECTION 3**

The provisions of Section 1 and 2 are not intended to be cumulative. In the event an eligible certified police officer possesses both an Associate's and a Bachelor's Degree, the officer shall receive premium pay for the Bachelor's Degree only.

**SECTION 4**

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

**SECTION 5**

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

**SECTION 6**

Department Head approval of the request for reimbursement shall be contingent upon available funding, the relevancy of the course to the employee's job, and the employee obtaining a passing grade in the course. The Department Head shall have the right to approve or deny a request for reimbursement for all or part of any tuition, fees, and/or supplies. Department Head approval, if granted, must be in writing and shall stipulate the extent of tuition, fees, and/or supplies to be reimbursed. The request shall be considered denied in the absence of written approval.

**SECTION 7**

Reimbursement shall not exceed \$500.00 per course. The Sheriff may make reasonable rules each budget year for determining the maximum amount reimbursable for each employee and the order of consideration.

**SECTION 8**

The County shall determine whether books, manuals, and supplies reimbursed by the County shall become property of the County.

**SECTION 9**

An employee shall have at least one year of full time service within the Bargaining Unit to be eligible for consideration.

**SECTION 10**

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. Nor will attainment of a degree entitle an employee to premium pay identified in Section 1 or Section 2 of this Article.

**SECTION 11**

An employee shall not be entitled to attend class or complete class assignments during their regularly scheduled working hours at the expense of the County, unless authorized by the Department Head in writing. Nor shall the employee be entitled to utilize the resources of the County including supplies, equipment, or personnel without written authorization of the Department Head. Failure to comply with either provision may result in forfeiture of reimbursement for course expenditures or discipline including termination of employment or both.

**SECTION 12**

Any employee who, within two (2) years of receiving educational reimbursement, terminates employment with the County to pursue other gainful employment, shall be required to repay to the County any reimbursements received within the two (2) years prior to their last such reimbursement.

**ARTICLE 26**  
**SHIFT PREMIUM**

**SECTION 1**

A premium of seventy-five cents (\$.75) per hour additional shall be paid to those employees working between the hours of 5:00 PM and work until 5:00 AM, herein referred to as the night shift.

**ARTICLE 27**  
**UNIFORM CLEANING ALLOWANCE**

**SECTION 1**

Full time employees required to wear a uniform will be provided a four hundred dollar (\$400.00) annual cleaning allowance. The uniform shall be provided by the Sheriff. The allowance shall be paid in four equal installments of one hundred dollars (\$100.00) in the months of March, June, September and December.

**SECTION 2**

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

**SECTION 3**

Full time employees who are not required to wear a uniform shall be entitled to five hundred dollars (\$500.00) annually as a clothing/cleaning allowance. The allowance shall be paid in four equal installments of one hundred and twenty-five (\$125.00) in the months of March, June, September and December.

**SECTION 4**

The Sheriff shall provide each employee with a uniform. The Sheriff shall determine what constitutes a uniform and sufficient uniform parts. For the term of this Agreement, unless the Sheriff provides written notice to the contrary, the following parts and equipment are to be provided to all supervisors:

- A. 3 short sleeve uniform shirts with patches
- B. 3 long sleeve uniform shirts with patches
- C. 3 pair uniform slacks
- D. 1 set of collar brass
- E. 2 nametags
- F. 1 whistle chain
- G. 1 black basket weave belt
- H. 3 uniform ties
- I. 1 tie tack
- J. 1 pair black leather, plain toe, tie shoes (County will pay up to \$75.00)
- K. brass or patches that signify rank
- L. 1 white long sleeve dress shirt with patches
- M. 1 white short sleeve dress shirt with patches
- N. Garrison hat
- O. 1 winter jacket with patches
- P. 1 spring/fall jacket with patches
- Q. 1 Garrison belt with 4 keepers (basket weave)
- R. cartridge case
- S. 1 holster (basket weave)
- T. 1 pair handcuffs
- U. 1 handcuff case (basket weave)
- V. 1 raincoat/rain hat cover
- W. badges/hat

**ARTICLE 28**  
**UNIFORM REPLACEMENT**

**Section 1**

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

**Section 2**

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

**ARTICLE 29**  
**HEALTH CARE, LIFE AND DENTAL INSURANCE**

**SECTION 1**

Each full time employee shall be eligible to participate in one of two health care plans offered by the County. The core plan is the Flexible Blue Plan 2 which is comprised of the

following benefits. This is a limited summary of the plan and not an exhaustive list of the benefits.

Annual Deductible

- \$ 1,250 - Employee
- \$ 2,500 - Family (two or more insured members)

Regular Co-Pays

- 80% - Plan Approved Charges
- 20% - Employee

Annual Co-Pay Maximum

- \$ 1,000 - Employee
- \$ 2,000 - Family (two or more insured members)

Annual Out-Of-Pocket Maximum Including Deductibles

- \$ 2,250 - Employee
- \$ 4,500 - Family (two or more insured members)

Prescription Drug Rider Deductibles

- \$15.00- Generic Prescription Drugs
- \$30.00 - Brand Name Prescription Drugs
- \$45.00 - Non-Preferred Prescription Drugs

MOPD Times 2 - Mail Order Prescription Drugs require two co-pays for 90 day supply via mail or retail.

100% Plan Paid Preventative Services Up To \$500 (This is a sample list not an exhaustive list.)

- Annual Gynecological Examination - One visit per insured member
- Annual Pap Smear Screening Laboratory Services - One visit per insured member
- Fecal Occult Blood Screening - One visit per insured member
- Health Maintenance Exam - One visit per insured member
- Immunizations through age 16
- Mammography - One visit per insured member no age restriction
- Prostate Specific Antigen (PSA) Screening
- Well Baby and Child Care
  - 6 visits per year through age 2
  - 2 visits per year ages 2 through 4
  - 1 visit per year ages 4 through 12

Unless otherwise indicated, the following plan benefits are paid at 80% after the annual deductible and co-pays are satisfied. When the annual out-of-pocket maximum is satisfied, the plan pays 100% of the covered benefits. The following categories and listings are not an exhaustive list of benefits but rather reflect commonly requested member benefits. For out of network deductibles, co-pays and out-of-pocket maximums contact the Human Resources Department.

Maternity Services Provided by a Physician

- Pre-Natal and Post-Natal Care
- Delivery and Nursery Care

Physician Office Services

- Office Consultations
- Office Visits

- Outpatient and Home Visits

Emergency Medical Care

- Ambulance Services – Medical Emergency
- Emergency Room – Approved Diagnosis
- Physician’s Office – Approved Diagnosis
- Urgent Care Center

Hospital Care 80% After Deductible For Unlimited Days

- Chemotherapy
- General Nursing Care Including Child Birth and Hospital Stay
- Inpatient Consultations
- Inpatient Physician Care Including Child Birth
- Hospital Including Nursery Care
- Semi-Private Room
- Surgery and Surgery Related Services
- Voluntary Sterilization

Alternative to Hospital Care

- Home Health Care
- Hospice Care
- Skilled Nursing Care In Skilled Nursing Care Facility

Human Organ Transplants

- Bone Marrow Transplants in an Approved Cancer Center
- \$1,000,000 Life Time Per Transplant Type

Diagnostic Services

- Diagnostic Tests and X-Rays
- Laboratory and Pathology Tests
- Radiation Therapy

Inpatient Mental Health and Substance Abuse Care

- Facility and Clinic
- Inpatient Care – Limited to 60 days per calendar year or 120 days lifetime.
- Outpatient Mental Health Care - Limited to 120 visits per member per year.
- Physician’s Office

Other Services

- Allergy Testing and Therapy
- Chiropractic Spinal Manipulation – 24 Annual Visits
- Durable Medical Equipment
- Outpatient Diabetes Management
- Outpatient Physical, Speech and Occupational Therapy
- Private Duty Nursing
- Prosthetic and Orthotic Appliances

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

- A. Employees hired on or after July 1, 1985 shall pay 100% of FC, SD, and/or Medicare 2-1 riders premium costs.



- B. Employees hired prior to July 1, 1985 who do not enroll dependents on the FC, SD, and/or Medicare 2-1 riders until after July 1, 1985 shall pay 50% of the rider premium cost and the County shall pay 50% of the premium cost.
- C. Employees hired prior to July 1, 1985 with enrolled dependents shall not pay any of the FC, SD, and/or Medicare 2-1 riders premium costs. Be it provided, however, that enrollment changes on or after July 1, 1985 shall be subject to the preceding subsection b.
- D. Employee premium cost shall be paid by way of payroll deduction.

**SECTION 2**

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

**A. OPTION TWO BUY UP TO COMMUNITY BLUE PPO OPTION 2**

Annual Deductible: \$100 - Employee  
 \$200 - Family

Annual Co-Pays: 90%/10% (BC/BS pays 90% of all approved charges.)  
 Out-Of-Pocket Maximum Including Deductible (Excluding Mental Health Services)  
 \$ 600.00 Employee  
 \$1,200.00 Family

\$15.00 Office Visit Co-Pay

Prescription Drug Rider  
 \$15.00 - Generic Prescription Drugs  
 \$30.00 - Brand Name Prescription Drugs  
 \$45.00 - Non-Preferred Brand Name Prescription Drugs

MOPD Times 2 - Mail Order Prescription Drugs require two co-pays for a 90 day Supply via mail or retail.

\$250 Maximum Annual In Network Preventative Services

VCA 80 - Vision Rider

HCA - Hearing Care

FC - Dependent Eligibility

SD - Sponsored Dependent

Annual Employee Cash Cost (Deducted bi-weekly)

<u>Contract Type</u>	<u>January 1, 2007</u>	<u>January 1, 2009</u>	<u>January 1, 2011</u>
1-Person Plan	\$1,250	\$1,500	\$1,750
2-Person Plan	\$2,550	\$3,000	\$3,500
Family Plan	\$2,850	\$3,200	\$3,700

The employee shall pay the total cost of premiums with the following exceptions:

- 1. Employees hired on or after July 1, 1985 shall pay 100% of FC, SD, and/or Medicare 2-1 riders premium costs.

- 2. Employees hired prior to July 1, 1985 who do not enroll dependents on the FC, SD, and/or Medicare 2-1 riders until after July 1, 1985 shall pay 50% of the rider premium cost and the County shall pay 50% of the premium cost.
- 3. Employees hired prior to July 1, 1985 with enrolled dependents shall not pay any of the FC, SD, and/or Medicare 2-1 riders premium costs. Be it provided, however, that enrollment changes on or after July 1, 1985 shall be subject to the preceding subsection b.
- 4. Employee premium cost shall be paid by way of payroll deduction.

B. OPTION 3 NON-PARTICIPATION COMPENSATION

- \$ 325 - One Person subscriber
- \$ 550 - Two Person subscriber
- \$ 675 - Family Plan subscriber

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

SECTION 3

The County shall have authority to select the health care provider provided such coverage is substantially equivalent.

SECTION 4

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

SECTION 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 (Premium paid by the County)

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

B. OPTION I

- \* \$200 to a flexible reimbursement account.

C. OPTION II

- \* \$150 cash rebate.

SECTION 6

Effective January 1, 2007 and each January 1<sup>st</sup> in subsequent years employees participating in the Flexible Blue 2 Core Health Care Plan shall be entitled to a prefunded Health Reimbursement Account (HRA) from which he or she may pay for unreimbursed health care expenses. Subsequent to calendar year 2007 the IRS will

annually determine the out-of-pocket maximum. An employee participating in the core plan shall be entitled to HRA credits as follows.

A. Each employee participating in the Flexible Blue 2 Plan shall be entitled to HRA credits calculated on the out-of-pocket maximums for a 1-Person Plan and a combined 2-Person/Family Plan. The percentage and credits for calendar years 2007 shall be seventy percent (70%). An employee transferred into or promoted in the bargaining unit in 2008 shall be entitled to thirty-five percent (35%) of the IRS approved amount. Beginning in 2009 and in all subsequent calendar years, credits shall be calculated on the IRS established out-of-pocket maximum amount calculated at thirty percent (30%) of the out-of-pocket maximum established by the IRS. The amount shown in the third column entitled IRS Amt is illustrative for years 2008 through 2011. The actual amount shall be determined by the IRS.

-----Illustrative Table-----

<u>Year</u>	<u>Percent</u>	<u>IRS Amt</u>	<u>1-Person</u>	<u>2-Person /Family</u>
2007	70%	\$4,500	1,575 - credits	3,150 - credits
2008	00%	\$4,500	000 - credits	000 - credits
2009	30%	\$4,500	675 - credits	1,350 - credits
2010	30%	\$4,500	675 - credits	1,350 - credits
2011	30%	\$4,500	675 - credits	1,350 - credits

B. Unreimbursed health care expenses are limited to plan co-pays and deductibles.

C. All unused credits shall accrue from year-to-year and into retirement when the employee is eligible for a pension from the County.

D. A single credit shall be equal to a single dollar but shall have no cash value for any purpose except for payment of unreimbursed health care expenses limited to co-pays and deductibles.

E. Upon termination of employment, except as defined in the following subsection F, all unused credits shall revert to the County and shall not be transferable or in any manner payable to the employee, the employee's beneficiary or estate.

F. In the event the employee retires or defers retirement as defined by the St. Clair County Retirement Plan, his or her credits shall be carried forward into retirement for the purpose of reimbursement of health care expenses limited to co-pays and deductibles and/or retiree health care premium costs. Retirement and deferred retirement shall mean eligibility for and receipt of a pension from the St. Clair County Retirement Plan.

#### SECTION 7

In order to acquire and maintain benefits, the employee must enroll and register subsequent changes and modifications as they occur and in accordance with the governing regulations established by the County, the insurance carrier, IRS and/or other governmental regulations.

#### SECTION 8

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

**ARTICLE 30**  
**SERVICE RECOGNITION**

**SECTION 1**

The Employer shall recognize years of continuous full time service of employees hired on or before June 30, 1996 by providing service recognition in accordance with the following schedule:

<u>Years of Service</u>	<u>Amount</u>
10 - 14	\$1,800
15 - 19	\$2,700
20 - 24	\$3,600
25 +	\$4,500

**SECTION 2**

Employees who satisfy the requirements of the appropriate years of service in accordance with the above schedule shall be paid a single lump sum payment the first full pay period following their anniversary date of full time hire.

**SECTION 3**

Continuous employment for the purpose of this Article, shall not be considered as interrupted when absences arise such as vacations, sick leave, or leave of absence authorized by the Sheriff for reasons permitted in this Agreement. An employee on leave, when payment is due, shall be paid the next payday upon return, if they return.

**SECTION 4**

Payment shall be considered as regular compensation for such things as withholding tax, F.I.C.A., retirement and etc.

**SECTION 5**

Employees with ten (10) or more years of service shall be entitled to a prorated lump sum payment in the event of retirement or death in service.

**ARTICLE 31**  
**SICK DAYS AND DISABILITY INSURANCE**

**SECTION 1**

Full time regular employees shall be credited with one (1) sick day upon each monthly anniversary to be used for the purposes provided by this Agreement. Employees that are scheduled to work twelve (12) hour shifts shall be credited with twelve (12) hours each month. Employees scheduled to work eight (8) hour shifts shall be credited with eight (8) hours each month. Any sick day use other than provided by this Agreement shall be considered a misuse and an abuse.

**SECTION 2**

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

**SECTION 3**

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

#### SECTION 4

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

#### SECTION 5

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

#### SECTION 6

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

#### SECTION 7

An employee shall be eligible for salary continuation when an illness or injury extends beyond twenty-eight (28) consecutive calendar days. Compensation shall commence the twenty-ninth (29th) calendar day and shall provide two-thirds (2/3) of the disabled employee's normal pay before all payroll deductions including taxes and F.I.C.A. Salary continuation shall be for a period of five (5) years. Verification of a continuing medical disability may be required by the County in order to provide salary continuation. Salary continuation shall be offset by benefits derived from the County's Retirement Plan, Social Security and/or Worker's Compensation.

#### SECTION 8

The County shall provide the disabled employee salary continuation from the twenty-first (21st) workday 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.

#### SECTION 9

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

#### SECTION 10

Commencing the one hundred and eighty-first (181st) calendar day salary continuation shall be provided by an insurance carrier of the County's choice or by the County at the County's discretion. At such time the disabled employee shall not be eligible

for fringe benefits. Be it provided, however, that the disabled employee shall be entitled to obtain group health insurance through the County in accordance with the following safeguards and conditions:

- A. The County shall require prepayment of all premium costs.
- B. The disabled employee shall be entitled to six (6) months of health care coverage provided the employee pays fifty (50%) percent of the premium cost.

SECTION 11

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

SECTION 12

The employee shall be eligible to supplement disability compensation with vacation 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.

SECTION 13

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

SECTION 14

An employee on an approved disability leave using sick days, salary continuation or disability insurance shall be subject to all the provisions of Article 19 - Leave of Absence.

SECTION 15

The employee shall be entitled to select either of the following options to the core 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.

SECTION 16

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

SECTION 17

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

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

#### SECTION 18

Upon retirement or death, each employee or beneficiary shall be entitled to receive compensation for eighty percent (80%) of the total number of sick days accrued. For purposes of payoff due to honorable termination of employment for any reason, accrued sick days shall be calculated to reflect eight (8) hour days.

#### SECTION 19

An employee with a maximum accrual of sick hours shall be entitled to an annual bonus payment of five hundred dollars (\$500.00) when all of the following applicable criteria are met.

- A. The employee regularly scheduled to work an eight (8) hour shift has accrued the maximum of two hundred and forty (240) hours or an employee regularly scheduled to work a twelve (12) hour shift has accrued three hundred and sixty (360) hours at any time in a calendar year.
- B. The employee regularly scheduled to work an eight (8) hour shift shall have used no more than twenty four (24) hours of accrued sick time in the calendar year.
- C. The employee regularly scheduled to work a twelve (12) hour shift shall have used no more than thirty six (36) hours of accrued sick time in the calendar year.
- D. In the event the employee satisfies the criteria applicable to the hourly shift schedule that affects him or her, the five hundred dollar (\$500.00) bonus will be paid to the employee in the first pay period in the following calendar year.

### **ARTICLE 32** **VACATIONS**

#### SECTION 1

All full time employees shall be entitled to vacation according to the following schedule:

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

Vacation days per the above schedule shall accrue on the basis of eight (8) hours equals a day.

#### SECTION 2

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

#### SECTION 3

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

#### SECTION 4

An employee shall 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 or two hundred and eighty (280) hours. In other words, an employee shall not be entitled to maintain an accrual of more than thirty-five (35) days or two hundred and eighty 280 hours at any time. However, in the event that an employee can document that reasonable attempts have been made to schedule vacation time off to prevent exceeding the above cap prior to their anniversary, and such requests have been denied, the employee shall be allowed to carry over the amount of days that are over the cap but shall be required to use said days within a specific period of time as determined by the Sheriff. Such days not used shall be forfeited.

#### SECTION 5

The Employer shall make every effort to grant at least two (2) members vacations in any one classification at any given time. If, in the opinion of the Sheriff, emergency situations require changes in the number of member's vacations, vacations may be reduced to one (1) at any given time. If conditions permit, additional employees may be allowed off on vacation at any given period at the discretion of the Sheriff.

#### SECTION 6

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

#### SECTION 7

Request for vacation time not selected before the start of each year on a seniority basis shall be granted to members on a first come first serve base.

#### SECTION 8

Upon termination, retirement or death, the employee or beneficiary or the employee's estate shall be paid the total accrued unused vacation days and a prorated payoff of vacation time from their date of separation retroactive to 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 33  
HOLIDAYS**

**SECTION 1**

All full time employees are entitled to the Michigan Supreme Court holiday schedule with pay as follows:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday of January
President's Day	Third Monday of February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday of September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday of November
Day after Thanksgiving Day	
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

**SECTION 2**

Employees required to work a holiday shall be paid at the rate of time and one half (1 1/2) their hourly rate plus straight time holiday pay.

**SECTION 3**

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

**SECTION 4**

Employees on a scheduled day off shall receive vacation time credited to them. Vacation day credit shall mean eight hours or twelve hours according to the employees regular scheduled work day. In the event an employee is called to work on a scheduled day off, the employee shall be paid at two times their regular rate in addition to receiving a vacation day credit.

**SECTION 5**

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

**SECTION 6**

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

**SECTION 7**

Effective January 1, 2007 and each January thereafter an employee shall be entitled to submit to the Sheriff or designee his or her preference of receiving holiday pay or

vacation day credit. The option shall be exercised in December prior to the calendar year affected. The request shall be made on a form provided by the Department. Such selection shall be irrevocable for the ensuing calendar year. In the event the employee fails to select an option prior to January 1, the employee shall receive pay for each holiday occurrence. This option shall be available only to employees with an accrual of vacation days on December 1. The maximum accrual of two hundred and eighty (280) hours or three hundred and sixty (360) hours contingent upon the employee being regularly scheduled to work an eight (8) hour shift or a twelve (12) hour shift.

**ARTICLE 34**  
**WAGES**

2.5% + \$ 450 each step - July 1, 2006

	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>	<u>5 Years</u>
Sergeant	\$51,526	53,569	55,690	57,836	60,056	62,382
Lieutenant	\$56,632	58,880	61,215	63,574	66,016	68,575
Captain	\$62,251	64,824	67,392	69,277	72,573	75,387

2.0%- July 1, 2007

	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>	<u>5 Years</u>
Sergeant	\$52,557	54,640	56,804	58,993	61,257	63,632
Lieutenant	\$57,765	60,058	62,439	64,845	67,336	69,947
Captain	\$63,496	66,120	68,740	70,663	74,024	76,895

2.0%- July 1, 2008

	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>	<u>5 Years</u>
Sergeant	\$53,608	55,733	57,940	60,173	62,482	64,907
Lieutenant	\$58,920	61,259	63,688	66,142	68,683	71,346
Captain	\$64,766	67,442	70,115	72,076	75,504	78,433

2.0%- July 1, 2009

	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>	<u>5 Years</u>
Sergeant	\$54,680	56,847	59,099	61,376	63,732	66,207
Lieutenant	\$60,099	62,484	64,962	67,465	70,056	72,773
Captain	66,061	68,791	71,517	73,518	77,015	80,002

2.0%- July 1, 2010

	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>	<u>5 Years</u>
Sergeant	\$55,774	57,984	60,281	62,604	65,006	67,533
Lieutenant	\$61,301	63,734	66,261	68,814	71,458	74,228
Captain	\$67,382	70,167	72,947	74,988	78,555	81,602

**ARTICLE 35**  
**TERM OF AGREEMENT**

This Agreement shall be in effect and become operative on July 1, 2006 and continue in operation and effect through June 30, 2011. If either party hereto desires to terminate, modify or amend this Agreement, it shall, at least ninety (90) days prior to June 30, 2011, give notice in writing to the Employer or to the Union, as the case may be, of its intention to modify or terminate this Agreement. If neither party shall give notice to terminate, change or modify this Agreement as provided, the Agreement shall continue in operation and effect after July 1, 2011, subject to termination or modification thereafter by either party upon ten (10) days written notice.

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

IN WITNESS WHEREOF, The parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_

SHERIFF DEPARTMENT SUPERVISORS -  
COAM

THE COUNTY OF  
ST. CLAIR, MICHIGAN

\_\_\_\_\_  
JAMES TIGNANELLI, COAM

\_\_\_\_\_  
CHAIRPERSON, BOARD OF  
COMMISSIONERS

\_\_\_\_\_  
JAMES TERPENNING

\_\_\_\_\_  
DAN LANE, SHERIFF

\_\_\_\_\_  
RONALD MUXLOW

\_\_\_\_\_  
MARILYN DUNN, COUNTY CLERK

\_\_\_\_\_  
TIMOTHY DONNELLON

**LETTER OF AGREEMENT  
REGARDING  
RETIREMENT DROP PLAN**

This Letter of Agreement (LOA) is entered into this the \_\_\_\_ day of \_\_\_\_\_, by and between: St. Clair County (the County) and the St. Clair County Sheriffs Department Supervisors - COAM (the Association).

**Recitals**

The Association and the County have completed negotiations for a new collective bargaining agreement (CBA). The tentative agreement included an agreement for a three (3) year Deferred Retirement Option Plan (DROP), which the parties agreed to implement by a letter of understanding. Accordingly, the parties are entering into this LOA.

1. **TERM OF LOA.** The parties to this LOA agree to a three (3) year Deferred Retirement Option Plan, which shall become effective January 1, 2005 and expire December 31, 2007, unless extended by the parties. The conditions of the DROP are as set forth in this LOA.
2. **ELIGIBILITY.** Any member of the Association who is eligible for retirement under the County Retirement Plan shall be eligible for the DROP. Any Association member who wishes to participate (the Participant) in the DROP shall so indicate in writing to the Sheriff with copies to the County Human Resources Director and the County Retirement Board. Any Association member may apply for the DROP between January 1, 2005 and December 31, 2007, and the length of participation shall be limited to 36 months. Participation in the DROP shall commence as soon as reasonably possible after the Participant's written notice has been submitted and it is determined the Participant is eligible for the DROP. Upon commencement of participation in the DROP the Participant's DROP benefit shall be the dollar amount of the Participant's monthly pension benefit computed by using the CBA formula in effect on the Participant's participation date. The Participant's DROP Benefit shall be deferred to an investment account available in the County Pension System as established by the County Board of Commissioners.
3. **PARTICIPATION.** Upon commencement of participation in the DROP, the Participant shall become an independent contractor with the County and will continue to provide services to the County in the Sheriffs Department as assigned by the Sheriff and consistent with the duties previously performed by the Participant. The Participant shall continue to be covered by the salary and benefit provisions of the CBA except that the Participant shall no longer receive longevity, no pension contribution shall be made on behalf of the Participant and the Participant shall not be entitled to receive any payment of sick or vacation days upon ending participation in the DROP. The Participant shall continue to be a member of the Association and shall continue to pay dues pursuant to the CBA. Once participation in the DROP is commenced participation is irrevocable and, as a result, the Participant's employment with the County and the County Sheriffs Department will terminate 36 months from the Participant's commencement of participation in the DROP. Once the Participant begins participation in the DROP, the Participant shall not have the option of returning to regular employment status with the County.

4. **DROP BENEFIT.** The Participant's DROP Benefit shall be the regular monthly retirement benefit to which the Participant would have been entitled if the Participant had actually retired on the DROP Date. The Participant's DROP Benefit shall be credited monthly to the Participant's individual DROP account. If a member elects to participate in the DROP he/she may prior to or at the time of the cessation of the services for the County Sheriff Department elect to receive his or her benefit in any form permitted under the DROP and nominate a named beneficiary. The Participant may only receive their DROP account by terminating their employment as an independent contractor with the County. Upon termination of their employment with the County the Participant shall be entitled to receive their DROP account and shall begin receiving their normal retirement benefits. The maximum period for participation in the DROP is three (3) years (the Participation Period). There is no minimum time period for participation. The Participant must cease providing services to the County, whether pursuant to the Agreement or otherwise, within the Participation Period. Upon cessation of Participant's services to the County, the Participant shall receive the monthly retirement benefit previously credited to his DROP Account unless an optional form of benefit is elected pursuant to paragraph 8. Interest or appreciation on the DROP Account however will continue to accrue during such a forfeiture period.

A. **CHANGE IN DESIGNATION.** A Participant desiring to (1) change their form of benefit at cessation of services or (2) have a new spouse recognized for purposes of the Plan's post-retirement surviving spouse benefit, must make such election prior to cessation of services and will receive the actuarially computed revised benefit commencing on the member's effective date of cessation of services. The term "spouse" for purposes of benefit qualification, shall mean: (1) the person to whom the Participant was legally married to on the Participant's date of death if such death occurs during DROP Participation; or (2) the person to whom the retirant was legally married on both the effective date of termination of employment and the retirant's date of death if such death occurs after termination of Employment. The definition of "spouse" herein may be amended pursuant to an Eligible Domestic Relations Order entered pursuant to Michigan Public Act 46 of 1991, as amended (MCL 38.1701 et seq.).

5. **DROP ACCOUNTS.** An individual DROP Account shall be created for the Participant in which the Participant's DROP Benefits shall be accumulated. The individual DROP Account shall be maintained for the benefit of the Participant and will be managed by the Retirement Board in the same manner as the other funds held in the Retirement System.

6. **CONTRIBUTIONS TO RETIREMENT SYSTEM.** The County's and the Participant's contributions to the Retirement System shall cease as of the Participant's DROP Date.

7. **DISTRIBUTION OF DROP FUNDS.** Upon cessation of services for the County, the DROP Participant must choose one, or a non-inconsistent combination of, the following distribution methods to receive payment(s) from his individual DROP Account:

A total lump sum distribution to the recipient.

A partial lump sum distribution to the recipient.

A lump sum direct rollover to another qualified plan to the extent allowed by federal law and in accordance with the Retirement Board's rollover procedures.

An annuity payable for the life of the recipient.

An option form of annuity as established by Public Act 345 of 1937, as amended.

No distribution, in which case the accumulated balance shall remain in the Plan to the extent allowed by federal law.

8. A former Participant may change their distribution method as may be applicable no more than once per annum. All benefit payments under the Plan shall be made (or commence in the case of an annuity) as soon as practical after entitlement thereto, but in no event later than the April 1 following the later of:
  - A. The calendar year in which the Participating Member attains age 70-1/2, or
  - B. The calendar year in which the Participant's employment terminated.

If the Accumulated Balance in any former Participant's account becomes less than \$5,000 [or such other amount as provided in Internal Revenue Code Section 411(a)(11)(A)], then the Retirement Board, in its sole discretion, shall have the option of distributing the former Participant's entire account, in the form of a lump sum, to the Former Participant. Any and all distributions from Participant's DROP Account shall not be subject to offset by any workers compensation wage loss payments received by the Participant, including any redemption amounts.

9. **DEATH DURING DROP PARTICIPATION.** Except as otherwise provided in Paragraph 11, if the Participant dies either: (i) before cessation of service to the County or (ii) after cessation of service to the County but before the DROP Account balance has been fully paid out, the Participant's designated beneficiary(ies) shall receive the remaining balance in the Participant's DROP Account in the manner in which they elect from the previously mentioned distribution methods (Paragraph 8). In the event the Participant has failed to name a beneficiary, the account balance shall be payable to the Participant's beneficiary of benefits from the Retirement System. If there is no such beneficiary, the account balance shall be paid in a lump sum to the Participant's estate. Benefits payable from the Retirement System shall be determined as though the Participant had separated from service on the day prior to the Participant's date of death.
10. **DISABILITY DURING DROP PARTICIPATION.** Except as otherwise provided in Paragraph 11, in the event the Participant becomes totally and permanently disabled from further performance of their duties with the Sheriffs Department, in accordance with the provisions of the Retirement System, the Participant's participation in the DROP shall cease and the Participant shall receive such benefits as if the member had retired and terminated employment during the Participation Period. Application and determination of disability shall be conducted in accordance with the Retirement System provisions; however, the Participant shall not be eligible for disability benefits from the Retirement System, except as specifically provided in Paragraph 11.
11. **SPECIAL PROVISION FOR DUTY DISABILITY AND DUTY DEATH.** If the DROP Participant is found by the Retirement Board, in accordance with Retirement System provisions, to be totally and permanently incapacitated for duty by reason of personal injury or disease occurring as the natural and proximate result of causes arising out of and in the course of the his employment by the County, it may retroactively revoke the Participant's DROP election if the revocation occurs before the payment of a distribution to the member from the Participant's DROP Account or payment of retirement benefits

to the retirant from the Retirement System. If a DROP Participant dies in the line of duty while engaged in service for the County, the DROP Participant's eligible survivors (i.e. survivors qualified under Section 6(2) of Public Act 345 of 1937, as amended, and the CBA) and the Participant's eligible DROP beneficiary(ies) may, by unanimous agreement, retroactively revoke the Participant's DROP election if the revocation occurs before payment of a distribution from the Participant's DROP Account or payment of benefits to the retirant from the Retirement System. If a DROP election revocation is made as prescribed by this Subsection, the Participant's DROP Account is not distributed, and the Participant or the Participant's beneficiary(ies), as applicable, is entitled to all benefits provided by the Retirement System as if a DROP election had not been made. In the event of revocation of DROP participation as provided herein, there shall be no requirement for retroactive payment of employee contributions which would otherwise have been paid by the member to the Retirement System and the member shall receive service credit for all service rendered during DROP participation or as otherwise provided in the CBA.

12. **I.R.C. COMPLIANCE.** The DROP is intended to operate in accordance with Section 415 and other applicable laws and regulations contained within the Internal Revenue Code of the United States. Any provision of the DROP, or portion thereof that is found by the Retirement Board to be in conflict with an applicable provision of the Internal Revenue Code of the United States is hereby declared null and void.

13. In the event this Letter of Agreement or any portion thereof becomes unenforceable the parties agree to and shall negotiate such amendments to this Letter of Agreement as are necessary to bring it into compliance with the law. If it is not possible to make revisions to bring this Letter of Agreement in compliance with the law the DROP will be terminated. All Participants assume any risk, which exists that the DROP may be determined to be in conflict with state laws concerning the County pension plan or laws which limit the number of hours County retirees may work.

St. Clair County

St. Clair County Sheriffs Department  
Supervisors - COAM

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**LETTER OF AGREEMENT  
REGARDING  
ARTICLE 24 - RETIREMENT**

The County of St. Clair and the St. Clair County Sheriff Department Supervisors - COAM hereby establish and agree that the change in annual multiplier for employees hired on and after January 1, 2007 as stipulated in Article 24 - Retirement, Section 12, shall become effective upon the implementation of a reciprocal provision in the collective bargaining agreement with St. Clair County Sheriff Department Employees - POAM ACT 312 Eligible Employees.

St. Clair County

St. Clair County Sheriffs Department  
Supervisors - COAM

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF AGREEMENT  
REGARDING  
RETIREMENT PLAN OPTION OF THOMAS BUCKLEY**

The County of St. Clair and the St. Clair County Sheriff Department Supervisors - COAM hereby establish and agree that the retirement plan option of Sergeant Thomas Buckley shall be changed from the Original Retirement Plan to the Modified Retirement Plan effective upon the ratification of the July 1, 2006 - June 30, 2011 agreement by the parties.

St. Clair County

St. Clair County Sheriffs Department  
Supervisors - COAM

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**RESOLUTION 07-16**

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

**WHEREAS**, the Area Agency on Aging 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 plan has been submitted for review by the public, and has been subjected to a public hearing; and

**WHEREAS**, the comments at the public hearings on the proposed plan 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


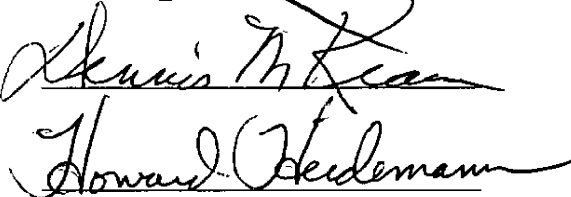
**WHEREAS**, the Michigan Office of Services requires that County Boards of Commissioners be given the opportunity to review and approve an area agency on aging's annual implementation plans; and

**NOW, THEREFORE, BE IT RESOLVED** that the St. Clair County Board of Commissioners hereby approves the FY 2008 Annual Implementation Plan of the Area Agency on Aging 1-B, for the purpose of conveying such support to the Area Agency on Aging 1-B and the Michigan Office of Services to the Aging.

**Dated:** July 18, 2007

Reviewed and Approved by:

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

**RESOLUTION 07-15**

**RESOLUTION SUPPORTING APPROVAL OF BAY MILLS  
LAND CLAIM SETTLEMENT**

Commissioner Heidemann moved passage of the following resolution:

WHEREAS, the Bay Mills Indian Community has proposed development of an entertainment complex in the City of Port Huron at the site of the Thomas Edison Inn; and

WHEREAS, all conditions to construction of the proposed casino and entertainment complex have been completed with the exception of congressional approval of the land claim settlement of the Charlotte Beach land claims; and

WHEREAS, the construction of the Bay Mills entertainment complex in Port Huron will bring badly needed jobs and development to the area which will help ameliorate the high unemployment rates and joblessness which exist in the Port Huron Area; and

WHEREAS, the Port Huron area and St. Clair County for the past several years have suffered from chronically high unemployment which has reached and remained over 13% in the City of Port Huron and 9% in St. Clair County; and

WHEREAS, the Sarnia area has been able to prosper with construction of two entertainment complexes in its area which are supported by a large percentage of United States residents; and

WHEREAS, development of similar entertainment venues in the Port Huron area would enable the local communities to capitalize on the demand for such entertainment venues; and

WHEREAS, congressional approval of the land claim settlement is the only step which needs to be completed in order to finalize the process to enable the construction of the Bay Mills entertainment complex and create thousands of construction and permanent jobs which will result.

NOW, THEREFORE, BE IT RESOLVED That the St. Clair County Board of Commissioners requests that Senator Carl Levin, Senator Debbie Stabenow and Representative Candice Miller take all steps necessary to obtain final approval of the Bay Mills land claim settlement such that construction of the entertainment complex in Port Huron can proceed without further delay.

Date: July 11, 2007

Reviewed and Approved by:

Gary A. Fletcher (WLF)  
Gary A. Fletcher  
County Corporation Counsel  
522 Michigan St.  
Port Huron, MI 48060

[Signature]  
[Signature]  
[Signature]

**ST. CLAIR COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION 07-14**

**RESOLUTION IMPOSING 2007 SUMMER PROPERTY TAX LEVY PURSUANT TO PUBLIC ACT 357 OF 2004, AND NOTICE OF CERTIFICATION OF COUNTY ALLOCATED TAX LEVY**

**WHEREAS**, St. Clair County is authorized under the General Property Tax Act, Public Act 206 of 1893, as amended, to levy and collect County allocated property taxes; and

**WHEREAS**, the General Property Tax Act has been amended by Public Act 357 of 2004, being MCL 211.44a, to require all Michigan Counties to impose a summer tax levy with the full amount of County allocated tax to be levied and collected as a summer tax levy in 2007.

**NOW, THEREFORE, BE IT RESOLVED**, that pursuant to Public Act 357 of 2004, the St. Clair County allocated tax shall be levied and collected on July 1, 2007, at the rate of 5.3265 mills; and

**BE IT FURTHER RESOLVED**, that the Treasurer of each city, village and township in St. Clair County is directed to account for and deliver the County allocated tax collections for 2007 in accordance with the provisions of Public Act 357 of 2004; and

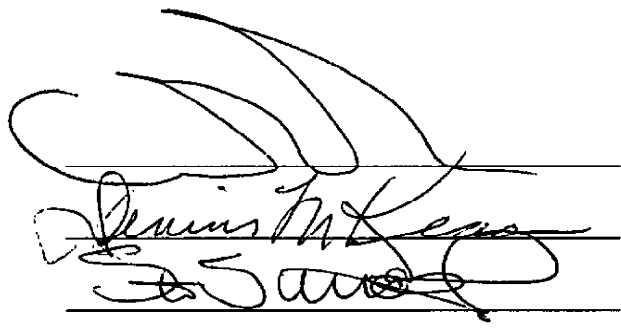
**BE IT FURTHER RESOLVED**, that this Resolution constitutes certification of the levy of the County allocated tax and authorized collection of the County allocated tax on July 1, 2007, at the rate of 100% of the amount allocated after application of the "Headlee" millage reduction fraction, or 5.3265 mills; and

**BE IT FURTHER RESOLVED**, that the County Clerk shall deliver a copy of this Resolution by first class mail to the Treasurer of each city, village and township in St. Clair County.

**Dated: June 6, 2007**

Reviewed and Approved As To Form By:

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

  
\_\_\_\_\_  
Dennis M. Kegan  
\_\_\_\_\_  
Dennis M. Kegan

## RESOLUTION 07-13

A RESOLUTION SUBMITTING TO THE ST. CLAIR COUNTY ELECTORS A QUESTION OF WHETHER THE TAX LIMITATION SHOULD BE INCREASED BY 0.50 OF A MILL FOR FIVE (5) YEARS, BEGINNING WITH THE DECEMBER 1, 2007 TAX LEVY, TO CONSTRUCT IMPROVEMENTS TO THE ST. CLAIR COUNTY CENTRAL DISPATCH ENHANCED EMERGENCY COMMUNICATIONS RATIO SYSTEM WITHIN ST. CLAIR COUNTY.

ST. CLAIR COUNTY BOARD OF COMMISSIONERS  
May 25, 2007

**WHEREAS**, in 2004 the St. Clair County Board of Commissioners established a Central Dispatch Committee which is represented by all aspects of emergency response providers including police departments, fire departments, emergency medical systems responders and municipalities in an effort to centralize dispatch operations for emergency communications in order to improve service and consolidate operations; and

**WHEREAS**, the consolidation of operations could save money by eliminating redundant systems and result in saving costs to the taxpayers; and

**WHEREAS**, the Central Dispatch Committee also in working with St. Clair County established a plan to fund and build an 800 MHz communication system for secure communications between public safety agencies; and

**WHEREAS**, the Central Dispatch Committee and St. Clair County were successful in securing approximately \$7,000,000.00 in grants and from other funding sources to build new communications towers to provide 800 MHz communications for public safety agencies throughout St. Clair County along with improvements to the infrastructure of the communications system and the purchase of new digital radios which, when completed, will provide state of the art 800 MHz communications for public safety agencies in St. Clair County; and

**WHEREAS**, the Central Dispatch Committee has recommended that a millage of .50 mill for five (5) years be placed on the ballot for consideration by the electors of St. Clair County in order to complete construction of the 800 MHz public safety system and to provide sufficient funds to operate it; and

**WHEREAS**, if the electors approve the millage increase the County will not be required to collect the surcharge on phone lines; and

**WHEREAS**, the St. Clair County Board of Commissioners approved and endorsed the recommendation by the Central Dispatch Committee for the consideration of the .50 mill ballot proposal by the St. Clair County electors.

**NOW, THEREFORE, BE IT RESOLVED** by the St. Clair County Board of Commissioners, State of Michigan, as follows:

1. There shall be submitted to the electors of the County of St. Clair at the Election to be held on August 7, 2007 from 7:00 a.m. to 8:00 p.m. prevailing time, the following proposition:

Shall the limitation on the amount of taxes which may be imposed each year for all purposes on real and tangible personal property in St. Clair County, Michigan be increased as provided in Section 6, Article IX of the Michigan Constitution and the Board of Commissioners of the County be authorized to levy a tax not to exceed one half of one mill (\$0.50 per \$1,000 of state taxable valuation) for a period of five (5)

years, beginning with the December 1, 2007 tax levy, (which will generate estimated revenues of \$3,229,209.00 in the first year) to acquire, construct, complete and operate the County 800 MHz Enhanced Emergency Communication System, including constructing additional towers, completing the infrastructure, purchasing equipment and paying for maintenance and operations?

- 2. The election shall be held in accordance with Chapter XXVII, the General Election laws of the State of Michigan.
- 3. The St. Clair County Clerk is instructed to carry out all appropriate statutory duties stated in this Resolution and the General Election laws of the State of Michigan so that the question of adoption may be submitted to the voters on August 7, 2007.
- 4. The St. Clair County Board of Commissioners certifies to the St. Clair County Clerk the following question as the appropriate ballot wording for the August 7, 2007 Election for the above-referenced proposition:

PROPOSITION TO INCREASE THE TAX LIMITATION TO PROVIDE FUNDING TO COMPLETE THE 800 MHz ENHANCED EMERGENCY COMMUNICATION SYSTEM BY CONSTRUCTING TOWERS, UPGRADING INFRASTRUCTURE, PURCHASING EQUIPMENT AND PAYING FOR OPERATIONS.

Shall the limitation on the amount of taxes which may be imposed each year for all purposes on real and tangible personal property in St. Clair County, Michigan be increased as provided in Section 6, Article IX of the Michigan Constitution and the Board of Commissioners of the County be authorized to levy a tax not to exceed one half of one mill (\$0.50 per \$1,000 of state taxable valuation) for a period of five (5) years, beginning with the December 1, 2007 tax levy, (which will generate estimate revenues of \$3,229,209.00 in the first year) to acquire, construct, complete and operate the County 800 MHz Enhanced Emergency Communication System, including constructing additional towers, completing the infrastructure, purchasing equipment and paying for maintenance and operations?


YES


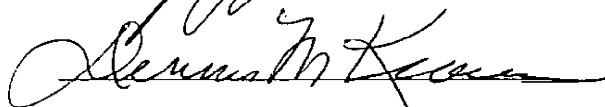
NO

- 5. The County Clerk shall give appropriate notice of the submission of the Proposition as provided by law, which notice shall contain the statement of the St. Clair County Treasurer as to previously voted tax limitation increases affecting property within St. Clair County.

Date: May 25, 2007

Reviewed and Approved by:

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

  
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## RESOLUTION 07-12

### REGARDING P.A. 2 (CONVENTION FACILITY/LIQUOR TAX) FUNDS

- Whereas**, Counties, unlike other local units of government, are constitutionally and statutorily mandated by the state and federal government to provide a myriad of services, ranging from mandated funding of the state's court activities, mandated funding of human services programs through the child care fund, running jails statewide and several other responsibilities with regards to the county's constitutional offices; and
- Whereas**, a recent study by Michigan State University Extension and the Michigan County Administrative Officers Association demonstrates that those state mandated services are only met with commensurate funding from the state at a level of 55%, constituting a major unfunded mandate upon counties; and
- Whereas**, even with these major unfunded state mandates upon counties, in 2004 counties sacrificed to assist the state with its growing budget deficit by voluntarily forgoing revenue sharing payments for an extended period of time, saving the state *billions* of dollars in expenditures; and
- Whereas**, St. Clair County is currently sacrificing approximately **\$3.3 million each year** with the loss of revenue sharing payments from the State of Michigan; and
- Whereas**, Public Act 2 of 1986 provides for a portion of convention facility/liquor tax revenues received by the State to be distributed to counties; and
- Whereas**, P.A. 2 requires the amount of convention facility/liquor tax distribution to be used to reduce the base tax rate, unless 50 percent of the revenue is distributed by the county to its designated substance abuse coordinating agency for substance abuse programs; and
- Whereas**, P.A. 2 dollars help the state partially offset the unfunded mandate placed on counties and reducing that appropriation will serve to widen that gap and reduce critical substance abuse programs, which are designed to curtail crime; and
- Whereas**, Senate Bill 220 included a reduction in the State's appropriation from the Convention Facility Development Fund of \$18.4 million, representing an almost 50% cut to the program. This represents a minimum impact to St. Clair County in the amount of \$365,000; and
- Whereas**, St. Clair County's new Sheriff's Office/Detention and Intervention Center is reliant on the convention facility funds for its very successful intervention programs, which are vital to keeping the jail population lower.



**THEREFORE BE IT RESOLVED** that the Michigan Association of Counties and the St. Clair County Board of Commissioners are strongly opposed to reductions in P.A 2 appropriations to counties, and we urge the Michigan Senate and House to fully restore the funding to meet the state's obligations in providing funds to meet state mandated service requirements; and

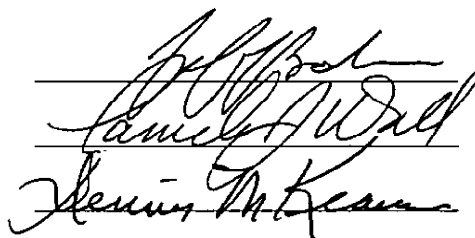
**Be it further resolved** that copies of this resolution be sent to the Governor, Senator Jud Gilbert, Representative Phil Pavlov, Representative Dan Acciavatti, Representative John Espinoza, and the Michigan Association of Counties.

**Dated: May 16, 2007**

Reviewed and Approved As To Form By:



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



**RESOLUTION 07-11**

**ST. CLAIR COUNTY 2007 BUDGET AMENDMENTS**

WHEREAS, the Uniform Budgeting and Accounting Act, Public Act 621 of 1978, as amended, requires that each local unit of government amend the adopted budgets of its various funds when necessary; and

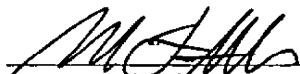
WHEREAS, the County Administrator/Controller has determined that certain amendments to adopted budgets are necessary to be in compliance with the Act.


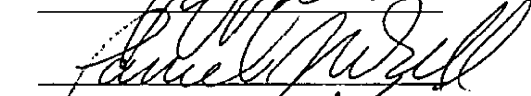

THEREFORE BE IT RESOLVED, that the 2007 St Clair County General Fund Budget, as attached and marked "Exhibit A", is hereby amended on a basis consistent with Public Act 621 of 1978, as amended.

BE IT FURTHER RESOLVED, that the 2007 budgets of certain Special Revenue Funds, as attached and marked "Exhibit B" are hereby amended on a basis consistent with Public Act 621 of 1978, as amended.

Dated: May 16, 2007

Reviewed and Approved As To Form By:

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

  
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RESOLUTION NO. 07-10

BOARD OF COMMISSIONERS  
OF THE COUNTY OF ST. CLAIR

TRANSPORTATION ECONOMIC DEVELOPMENT FUND – CATEGORY A

Koehn Road

WHEREAS, the Michigan Department of Transportation has established an Economic Development Fund to encourage economic growth in the State of Michigan, and

WHEREAS, Category A of the Transportation Economic Development Fund (TEDF-A) provides funding for road projects related to economic development and redevelopment opportunities in specific target industries, and

WHEREAS, Keihin Michigan Manufacturing, LLC has announced plans to locate a manufacturing facility on Koehn Road in St. Clair County that meet the criteria for an eligible industry under the requirements of TEDF-A, and

WHEREAS, improvements to a portion of Koehn Road are necessary to meet the needs of Keihin Michigan Manufacturing, LLC, and


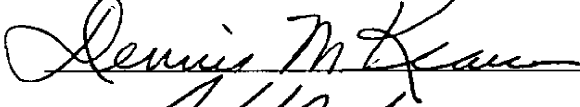
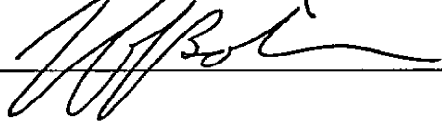
WHEREAS, the St. Clair County Board of Commissioners supports the plan of Keihin Michigan Manufacturing, LLC to locate on Koehn Road, and


WHEREAS, St. Clair County commits to provide up to \$100,000 toward the transportation project to be disbursed as part of the County match for the road improvements, and

WHEREAS, the St. Clair County Road Commission, as an eligible applicant to receive funding under the Transportation Economic Development Fund Category A, desires to apply for TEDF-A funding for the improvement of a portion of Koehn Road,

NOW, THEREFORE BE IT RESOLVED, that the Board of County Commissioners of the County of St. Clair hereby supports the submission of an application to the Michigan Department of Transportation for funding under the Transportation Economic Development Fund Category A for the improvement of a portion of Koehn Road to serve the needs of Keihin Michigan Manufacturing, LLC.

Dated: July 11, 2007

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

**RESOLUTION 07-09**

**LOSS OF FEDERAL ENTITLEMENT BENEFITS RESOLUTION**

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**WHEREAS**, U.S. code of Federal Regulations, title 42, Part 435.1009 states that federal financial participation (FFP) is not available in expenditures for services provided to individuals who are inmates of public institutions, and

**WHEREAS**, States being unable to assume the federal share of providing medical services FFP eligible persons being held in county jails and detention facilities, tend to terminate or sometimes suspend eligibility; and

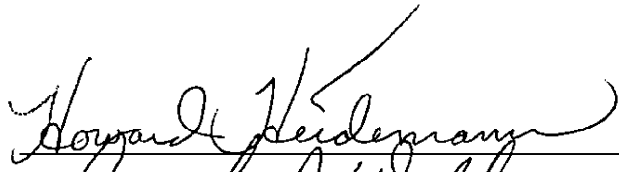

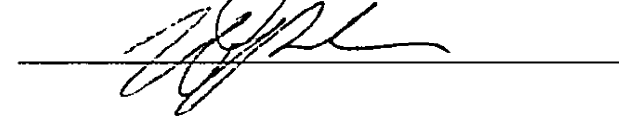
**WHEREAS**, this immediate cessation of benefits occurs prior to the issuance of formal charges or conviction; and

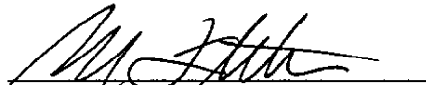
**WHEREAS**, counties must provide medical services to all persons incarcerated in local jails and detention facilities; and

**WHEREAS**, as the result of this regulation to immediately cease FFP for medical benefits, all costs of medical care must be borne solely by counties;

**NOW, THEREFORE, BE IT RESOLVED** that the St. Clair County Board of Commissioners requests and strongly urges Congress to amend necessary federal regulation to allow federal financial participation for medical benefits to incarcerated individuals until convicted and sentenced to secure detention.

**Dated: June 20, 2007**

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

**RESOLUTION 07-08**

**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.


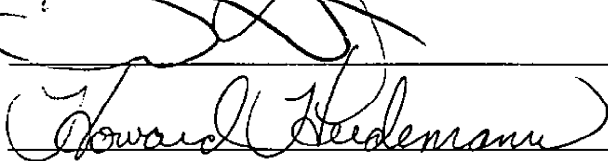
**NOW, THEREFORE, BE IT RESOLVED:**

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: April 18, 2007**

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

**RESOLUTION 07-08**

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

---

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

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

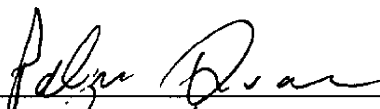
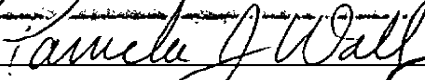

**NOW, THEREFORE, BE IT RESOLVED:**

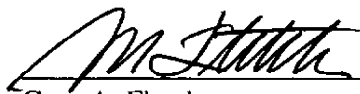
1. That Dan Lane, Sheriff of St. Clair County, Michigan, may be and he is hereby authorized and directed to conduct a public sale for the purpose of selling the unclaimed stolen property described in Exhibit "A", attached hereto and made part hereof by reference;

2. That the said Sheriff is hereby directed to 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: April 18, 2007**

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

## AUCTION ITEMS

ITEM #	QUANTITY	DESCRIPTION
1	1	Excell Quantum 6.0 HP 2300 PSI Power Washer
2	1	TroyBilt 5550 Watt Generator
3	1	20" boys BMX Bike White
4	1	Red Metal Storage Tool Box
5	1	Dewalt Sawsall
6	1	Black CD case with CDs
7	3	Mans Gold Nugget Ring
8	1	Lady's Gold Dinner Ring Heart Shape Blue Stone
9	4	Gold Bracelet
10	3	Gold Necklace
11	1	Snap On Sander Polisher
12	1	XXL Mens Black Winter Coat
13	1	Samsung Cell Phone and Charger
14	1	CH Air Nail Gun
15	1	Black & Decker 2/18 HP Circular Saw
16	1	Craftsman Red Tool Box, Misc Tools and Drill
17	1	5 Gallon Red Gas Can
18	1	6 Gallon Red Gas Can
19	1	RCA DVD Player
20	2	Saw Horses
21	1	Huskie Jump Start 1000 Amps
22	5	Napa Back Tap Tools
23	1	Black & Decker Drill Bit Set
24	1	Dorcy 2 Million Candle Power Spot Light
25	1	Infant Girl Clothing
26	1	Extension Cord
27	1	Extension Cord
28	1	Extension Cord
29	1	Mens Clothing New
30	1	KD 12 Piece Metric Wrenches
31	1	Sony Digital Handy Camcorder & Case
32	1	Black & Decker 12 AMP Circular Saw & Case
33	1	Assorted Hand Tools in Bucket
34	1	Mens Size 10 Dress Shoes
<del>35</del>	<del>1</del>	<del>Skilsaw Circular Saw</del>
36		Watches & Misc Jewelry
37	1	Panasonic 9" TV/VCR Combo
38	1	1 Box Tops Baseball Cards
39	1	Porter Cable Coil Air Nail Gun
40	1	Bucket of Misc Tools
41	1	Ryobi Hammer Drill
42	1	Craftsman Scroll Saw
43	1	Ramset Viper Gun
44	1	Ammo Box
45	1	Nikota Rotary Tool
46	1	Leather Tool Belt
47	1	Dewalt 12" Compound Miter Table Saw
48	1	Poulan Chain Saw

**RESOLUTION 2007-06**  
**ST. CLAIR COUNTY BOARD OF COMMISSIONERS**  
**ADOPTION OF COUNTY MASTER RECREATION PLAN 2007-2011**

**WHEREAS**, a Master Recreation Plan addressing both immediate and long range needs is essential for the development of a comprehensive and effective parks and recreation program in St. Clair County, and

**WHEREAS**, such a plan is required by the Michigan Department of Natural Resources in order to qualify St. Clair County for State and Federal grant funding, and

**WHEREAS**, it is necessary to update the Master Recreation Plan every five years in order to address in a timely manner changing user interests and to retain eligibility for grant funding, and

**WHEREAS**, a revised Master Recreation Plan for the years 2007-2011 has been developed by the St. Clair County Parks and Recreation Commission after having received the input of citizens through three public workshops and prior surveys, and

**WHEREAS**, parks and planning staff members have received input from County officials and advisory committees through joint meetings and planning updates, and


**WHEREAS**, the public was invited to review the proposed Master Recreation Plan which was on file at the Parks and Recreation Commission office and posted on the County web site, and to offer comment at a public hearing held by the St. Clair County Parks and Recreation Commission on January 18, 2007, and

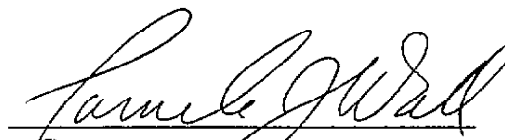
**WHEREAS**, the St. Clair County Parks and Recreation Commission adopted the St. Clair County Master Recreation Plan 2007-2011 on March 1, 2007 as a guide for the development and operation of park facilities under the jurisdiction of St. Clair County and requested approval by the St. Clair County Board of Commissioners;

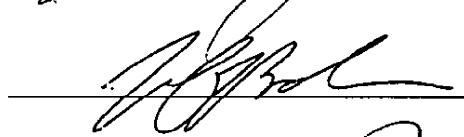
**NOW THEREFORE BE IT RESOLVED**, the St. Clair County Board of Commissioners hereby adopts the "St. Clair County Master Recreation Plan 2007-2011" as prepared by the Parks and Recreation Commission and approved by the Environmental/Public Works Committee.

**Date: March 21, 2007**

Reviewed and Approved by:

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

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_



**RESOLUTION - 07-05  
ANNUAL WAGE RANGE ADJUSTMENTS  
BETWEEN  
THE COUNTY OF ST. CLAIR COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AND  
THE ST. CLAIR COUNTY  
31<sup>ST</sup> JUDICIAL CIRCUIT COURT FAMILY DIVISION  
WITH  
THE ST. CLAIR COUNTY  
31<sup>ST</sup> JUDICIAL CIRCUIT COURT FAMILY COURT  
AND  
31<sup>ST</sup> JUDICIAL CIRCUIT COURT FAMILY DIVISION  
SUPERVISORS ASSOCIATION**

WHEREAS, the **St. Clair County 31<sup>st</sup> Judicial Circuit Court Family Division Supervisors Association** is recognized by the Michigan Employment Relations Commission as the employer and the County of St. Clair Board of Commissioners as the legislative body of St. Clair County of certain employees in the employ of the **St. Clair 31<sup>st</sup> Judicial Circuit Court Family Division** and,

WHEREAS, the parties have collectively bargained mutually agreeable annual wage ranges for the 2007 contract year of the existing collective bargaining agreement;

NOW THEREFORE, BE IT RESOLVED, that the annual 2007 wage range table (Attached Exhibit "A"), for the calendar years of **January 1, 2007** is hereby approved and adopted.

Date: **March 21, 2007**

Reviewed and Approved by:

*Gary A. Fletcher (cwr)*  
Gary A. Fletcher  
County Corporation Counsel  
522 Michigan St.  
Port Huron, MI 48060

*Camela J. Wall*  
*[Signature]*  
*Jane W. Quinn*

January 18, 2007

St. Clair County  
 31<sup>st</sup> Judicial Circuit Court Family Division  
 Proposal to  
 Probate Court Supervisors Association

Article 27 - Wages

2.0% Effective January 1, 2007

	Start	6 Months	1 Year	2 Year	3 Year	4 Year
Asst. Director of Juvenile Services	\$58,468	\$59,480	\$60,717	\$62,619	\$64,805	\$67,082
Day Treatment Program Asst. Superintendent	\$44,997	\$45,818	\$46,696	\$48,452	\$50,275	\$52,174
Juvenile Center Asst. Superintendent	\$44,997	\$45,818	\$46,696	\$48,452	\$50,275	\$52,174
Juvenile Center Superintendent	\$54,213	\$55,268	\$56,335	\$58,520	\$60,796	\$63,164
Juvenile Center / Day Treatment Program Superintendent	\$59,787	\$60,908	\$62,030	\$64,273	\$66,516	\$68,759
Resident Treatment Director	\$43,784	\$44,560	\$45,373	\$47,012	\$48,712	\$50,488
Probate Register	\$49,900	\$51,000	\$52,020	\$53,040	\$54,060	\$55,080

**RESOLUTION 07-04**

**RESOLUTION AUTHORIZING  
GENERAL OBLIGATION LIMITED TAX  
COMMUNITY MENTAL HEALTH BONDS, SERIES 2007A AND  
GENERAL OBLIGATION LIMITED TAX  
COMMUNICATION SYSTEM BONDS, SERIES 2007B  
County of St. Clair  
State of Michigan**

Minutes of a regular meeting of the Board of Commissioners of the County of St. Clair, State of Michigan, (the "County") held on the 21st day of February, 2007, at 6 o'clock p.m., Eastern Standard Time.

PRESENT: Commissioners: Howard Heidemann, Dennis Kearns, Patrick Quain, Steven Simasko and Pamela Wall

ABSENT: Commissioners: Wally Evans and Jeff Bohm

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

WHEREAS, the County does hereby determine that it is necessary to pay all or part of the cost of acquiring, constructing and equipping an office building along with all necessary interests in land, easements, rights of way and all appurtenances and attachments thereto in an amount not to exceed Ten Million Four Hundred Ninety Thousand Dollars (\$10,490,000) (the "Mental Health Project") to be leased to the St. Clair County Community Mental Health Authority (the "SCCCMHA"); and

WHEREAS, the County does hereby determine that it is necessary to pay for all or part of the cost of acquiring and installing equipment related to 911 services in an amount not to exceed Three Million Five Hundred Thousand Dollars (\$3,500,000) (the "911 Project," together with the Mental Health Project, the "Projects"); and

WHEREAS, a notice of intent (the "Notice of Intent") was published on December 15, 2006, in accordance with Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), which provides that one or more series of capital improvement bonds of the County may be issued without a vote of the electors of the County unless a proper petition for an election on the question of the issuance of the capital improvement bonds is filed with the County Clerk within a period of forty-five (45) days from the date of publication of the Notice of Intent; and

WHEREAS, no proper petition for an election on the question of the issuance of capital improvement bonds has been filed with the County Clerk within the period of forty-five (45) days from the date of publication of the Notice of Intent, and, therefore, the County shall be authorized to issue capital improvement bonds in two series to finance the cost of the Projects in the principal amount of not to exceed (\$15,500,000).

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

statutory and charter tax rate limitations, such sums as may be necessary to pay such debt service in said fiscal year.

The Deputy Controller/Finance Director is authorized and directed to open a depository account with a bank or trust company to be designated 2007 BONDS SERIES A DEBT RETIREMENT ACCOUNT (the "2007 A Debt Retirement Account"), the moneys to be deposited into the 2007A Debt Retirement Account to be specifically earmarked and used solely for the purpose of paying principal of and interest on the Series A Bonds as they mature.

The Deputy Controller/Finance Director is authorized and directed to open a depository account with a bank or trust company to be designated 2007 BONDS SERIES B DEBT RETIREMENT ACCOUNT (the "2007 B Debt Retirement Account"), the moneys to be deposited into the 2007 B Debt Retirement Account to be specifically earmarked and used solely for the purpose of paying principal of and interest on the Series B Bonds as they mature.

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 herein.

5. Construction/Acquisition Accounts; Bond Proceeds. The proceeds of the Series A Bonds shall be used to pay the costs of issuance of the Series A Bonds and to pay the costs of the Project as provided in this Resolution. Upon receipt of the proceeds of sale of the Series A Bonds, the accrued interest and premium, if any, shall be deposited in the 2007 A Debt Retirement Fund.

The Deputy Controller/Finance Director is authorized and directed to open a separate depository account with a bank or trust company to be designated 2007 BONDS SERIES A CONSTRUCTION/ACQUISITION ACCOUNT (the "2007 A Construction/Acquisition Account"). From the proceeds of the Series A Bonds there shall next be deposited in the 2007 A Construction/Acquisition Account the proceeds of the Series A Bonds less accrued interest and premium, if any, which shall be deposited into the 2007 A Debt Retirement Account. The moneys in the 2007 A Construction/Acquisition Account shall be used solely to pay the costs of the Mental Health Project and the costs of issuance of the Bonds and any engineering, architectural, legal, financing or other expenses incidental thereto.

The Deputy Controller/Finance Director is authorized and directed to open a separate depository account with a bank or trust company to be designated 2007 BONDS SERIES B CONSTRUCTION/ACQUISITION ACCOUNT (the "2007B Construction/Acquisition Account") and deposit into said Account the proceeds of the Series B Bonds less accrued interest and premium, if any, which shall be deposited into the 2007B Debt Retirement Account. The moneys in the 2007B Construction/Acquisition Account shall be used solely to pay a portion of the costs of the 911 Project and the costs of issuance of the Series B Bonds and any engineering, architectural, legal, financing or other expenses incidental thereto.

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

6. Bond Form. The Bonds shall be in substantially the following form with appropriate adjustments approved by an Deputy Controller/Finance Director as necessary to reflect the final specifications with respect to each series of Bonds:

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

UNITED STATES OF AMERICA  
STATE OF MICHIGAN

COUNTY OF ST. CLAIR

2007 GENERAL OBLIGATION LIMITED TAX BONDS  
SERIES 2007 [A] [B]

<u>Interest</u> <u>Rate</u>	<u>Maturity</u> <u>Date</u>	<u>Date of</u> <u>Original Issue</u>	<u>CUSIP</u>
	_____, 20__	March 1, 2007	

Registered Owner:

Principal Amount:

Dollars

The COUNTY OF ST. CLAIR, State of Michigan (the "County"), acknowledges itself to owe and 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 Maturity Date 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 October 1, 2007 and semiannually thereafter. Principal of this bond is payable at the designated office of The Bank of New York Trust Co., Detroit, Michigan, or such other transfer agent as the County may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to any interest payment date (the "Transfer Agent"). Interest on this bond is payable to the registered owner of record as of the fifteenth (15<sup>th</sup>) day of the month preceding the interest payment date as shown on the registration books of the County kept by the Transfer Agent by check or draft mailed to the registered owner of record at the registered address. For prompt payment of this bond, both principal and interest, the limited tax full faith, credit and resources of the County are hereby irrevocably pledged.

This bond is one of a series of bonds aggregating the principal sum of \$\_\_\_\_\_, issued for the purpose of paying the cost of capital improvements for the County. This bond is issued under the provisions of Act 34, Public Acts of Michigan, 2001, as amended, and by resolution duly adopted by the County on February 21, 2007.

OPTIONAL REDEMPTION

Bonds of this issue maturing in the years 2008 to 2016, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds of this issue in multiples of \$5,000 maturing in the years 2017 and thereafter shall be subject to redemption prior to maturity, at the option of the County, in any order of maturity and by lot within any maturity, on any date on or after April 1, 2016, at par and accrued interest to the date fixed for redemption.

MANDATORY SINKING FUND REDEMPTION

[Insert term bond provisions, if necessary].

In case less than the full amount of an outstanding bond is called for redemption, the Transfer Agent, upon presentation of the bond called in part for redemption, shall register, authenticate and deliver to the registered owner 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 owner of any bond or portion 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. A bond or portion thereof so called for redemption shall not bear interest after the date fixed for redemption provided funds are on hand with the Transfer Agent to redeem said bond or portion thereof.

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

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


This bond, including the interest thereon, is payable as a first budget obligation from the general funds of the County, and the County is required, if necessary, to levy ad valorem taxes on all taxable property in the County for the payment thereof, subject to applicable constitutional, statutory and charter tax rate limitations.

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 bonds of which this is one, exist and have been done and performed in regular and due form and time as required by law, and that the total indebtedness of the County, including this bond, does not exceed any constitutional statutory or charter debt limitation.

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

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

COUNTY OF ST. CLAIR  
State of Michigan

By:   
Its: Chairperson

By:   
Its: Clerk

(SEAL)

(Form of Transfer Agent's Certificate of Authentication)

DATE OF AUTHENTICATION:

CERTIFICATE OF AUTHENTICATION

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

The Bank of New York Trust Company, N.A.  
Detroit, Michigan  
Transfer Agent

By: \_\_\_\_\_  
Authorized Signatory

[Bond printer to insert form of assignment]

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

7. Notice of Sale. The Deputy Controller/Finance Director is authorized to fix a date of sale for the Bonds and to publish a notice of sale for the Bonds in *The Bond Buyer*, New York, New York in substantially the following form with such modifications as may be approved by the Deputy Controller/Finance Director:

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



OFFICIAL NOTICE OF SALE

COUNTY OF ST. CLAIR  
STATE OF MICHIGAN

\$13,990,000

\$10,490,000 GENERAL OBLIGATION LIMITED TAX  
COMMUNITY MENTAL HEALTH BONDS, SERIES 2007A  
\$3,500,000 GENERAL OBLIGATION LIMITED TAX  
COMMUNICATION SYSTEM BONDS, SERIES 2007B

SEALED BIDS: for the purchase of the above bonds will be received at Bendzinski & Co., 607 Shelby, Suite 600, Detroit MI 48226-3206 on \_\_\_\_\_, 2007 until \_\_: \_\_.m. The bids will be considered at County Board of Commissioners meeting to be held on that date.

FAXED BIDS: Signed bids may be submitted by fax to Bendzinski & Co. at fax number (313) 961-8220; **provided that** faxed bids must arrive before the time of sale, the bidder bears all risks of transmission failure and the GOOD FAITH DEPOSIT MUST BE MADE AND RECEIVED as described in the section entitled "GOOD FAITH" below.

ELECTRONIC BIDS: Electronic bids will also be received on the same date and until the same time by Bidcomp/Parity as agent of the undersigned. Further information about Bidcomp/Parity, including any fee charged, may be obtained from Bidcomp/Parity, Anthony Leyden or Client Services, 1359 Broadway, Second Floor, New York, New York 10018, (212) 849-5021. NO ELECTRONIC BID WILL BE ACCEPTED UNLESS THE BIDDER HAS SUBMITTED A FINANCIAL SURETY BOND IN THE AMOUNT DESCRIBED IN THE SECTION ENTITLED "GOOD FAITH" BELOW. If any provision of this Notice of Sale shall conflict with information provided by Bidcomp/Parity, this Notice of Sale shall control.

Bidders may choose any means or location to present bids but a bidder may not present a bid in more than one location or by more than one means.

BOND DETAILS: Bonds of both issues will be registered bonds of the denomination of \$5,000 or multiples thereof not exceeding for each maturity the maximum principal amount of that maturity, originally dated as of March 1, 2007, numbered in order of registration, and will bear interest from their date payable on October 1, 2007 and semiannually thereafter.

The bonds will mature on the 1<sup>st</sup> day of April of each of the years as follows:

<u>Year</u>	<u>Mental Health. Bonds</u>	<u>Communication Bonds</u>	<u>Total</u>
2008	\$165,000	\$100,000	\$ 265,000
2009	200,000	100,000	300,000
2010	200,000	125,000	325,000
2011	250,000	150,000	400,000
2012	250,000	175,000	425,000
2013	275,000	200,000	475,000
2014	300,000	250,000	550,000

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

2015	400,000	250,000	650,000
2016	450,000	300,000	750,000
2017	500,000	300,000	800,000
2018	600,000	350,000	950,000
2019	700,000	375,000	1,075,000
2020	800,000	400,000	1,200,000
2021	850,000	425,000	1,275,000
2022	850,000	--	850,000
2023	900,000	--	900,000
2024	900,000	--	900,000
2025	950,000	--	950,000
2026	950,000	--	950,000

**INTEREST RATE AND BIDDING DETAILS:** The bonds shall bear interest at a rate or rates not exceeding 7% per annum, to be fixed by the bids therefor, expressed in multiples of 1/8 or 1/20 of 1%, or both. The interest on any one bond shall be at one rate only and all bonds maturing in any one year must carry the same interest rate. The difference between the highest and lowest interest rates bid shall not exceed 2%. **No proposal for the purchase of less than all of the bonds or at a price less than 99% of their par value will be considered.**

**PRIOR REDEMPTION OF BONDS:** Bonds maturing in the years 2008 to 2016, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds in multiples of \$5,000 maturing in the year 2017 and thereafter shall be subject to redemption prior to maturity, at the option of the County, in any order of maturity and by lot within any maturity, on any date on or after April 1, 2016, 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 transfer agent, upon presentation of the bond called for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to the registered owner of any bond or portion 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. A bond or portion thereof so called for redemption shall not bear interest after the date fixed for redemption, whether presented for redemption or not, provided funds are on hand with the transfer agent to redeem said bond or portion thereof.

**TERM BOND OPTION:** Bidders shall have the option of designating bonds maturing in the years 2017 to 2026, inclusive, as serial bonds or term bonds or both. The bidder must designate whether each of the principal requirements shown above for the years 2017 to 2026, inclusive, represent a serial maturity or mandatory redemption requirement for a term bond maturity. In any event, the above principal amount schedule for the years 2017 to 2026, inclusive, shall be represented by either serial maturities or mandatory redemption requirements, or a combination of both. Any such designation must be made at the time bids are submitted.

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

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

TRANSFER AGENT AND REGISTRATION: Principal shall be payable at the principal corporate trust office of The Bank of New York Trust Company, N.A., Detroit, Michigan, or such other transfer agent as the County may hereafter designate by notice mailed to the registered owner of record not less than 60 days prior to an interest payment date. Interest shall be paid by check or draft mailed to the registered owner of record as shown on the registration books of the County as of the 15th day of the month prior to an interest payment date. The bonds will be transferred only upon the registration books of the County kept by the transfer agent.

PURPOSE AND SECURITY: The bonds are authorized for the purpose of paying the cost of acquiring and constructing various capital improvements in the County. The bonds will be a first budget obligation of the County, payable from the general funds of the County including the collection of ad valorem taxes on all taxable property in the County subject to applicable constitutional and statutory tax rate limitations. The rights or remedies of bondholders may be affected by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally now existing or hereafter enacted and by the application of general principles of equity including those relating to equitable subordination.

GOOD FAITH: A certified or cashier's check drawn upon an incorporated bank or trust company or a Financial Surety Bond, in the amount of one percent (1%) of the par value of the bonds, and payable to the order of the County Treasurer is required for each bid as a guaranty of good faith on the part of the bidder, to be forfeited as a portion of the County's damages if such bid be accepted and the bidder fails to take up and pay for the bonds. If a check is used, it must accompany each bid. If a Financial Surety Bond is used, it must be from an insurance company licensed to issue such a bond in the State of Michigan and such bond must be submitted to the County's Deputy Controller/Finance Director or to Bendzinski & Co. prior to the opening of the bids. The Financial Surety Bond must identify each bidder whose good faith deposit is guaranteed by such Financial Surety Bond. If the bonds are awarded to a bidder utilizing a Financial Surety Bond, then that purchaser (the "Purchaser") is required to submit its good faith deposit to the County in the form of a cashier's check (or wire transfer such amount as instructed by the County or its Deputy Controller/Finance Director not later than Noon, prevailing Eastern Time, on the next business day following the award. If such good faith deposit is not received by that time, the Financial Surety Bond may be drawn upon by the County to satisfy the good faith deposit requirement. The good faith deposit will be applied to the purchase price of the bonds. In the event the purchaser fails to honor its accepted bid, the good faith deposit will be retained by the County. No interest shall be allowed on the good faith check and checks of the unsuccessful bidders will be returned to each bidder's representative or by overnight delivery. The good faith check of the successful bidder will be cashed and payment for the balance of the purchase price of the bonds shall be made at the closing.

AWARD OF BONDS-TRUE INTEREST COST: The bonds will be awarded to the bidder whose bid produces the lowest true interest cost determined in the following manner: the lowest true

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

interest cost will be the single interest rate (compounded on October 1, 2007 and semi-annually thereafter) necessary to discount the debt service payments from their respective payment date to \_\_\_\_\_, 2007, in an amount equal to the price bid, excluding accrued interest. Each bidder shall state in its bid the true interest cost to the County, computed in the manner specified above.

TAX MATTERS: In the opinion of bond counsel, assuming compliance with certain covenants, interest on the bonds is excluded from gross income for federal income tax purposes as described in the opinion, and the bonds and interest thereon are exempt from all taxation in the State of Michigan except inheritance and estate taxes and taxes on gains realized from the sale, payment or other disposition thereof. The successful bidder will be required to furnish, prior to the delivery of the bonds, a certificate in a form acceptable to bond counsel as to the "issue price" of the bonds within the meaning of Section 1273 of the Internal Revenue Code of 1986.

NOT "QUALIFIED TAX EXEMPT OBLIGATIONS": The bonds are not "qualified tax exempt obligations" for purposes of deduction of interest by financial institutions.

LEGAL OPINION: Bids shall be conditioned upon the approving opinion of Miller, Canfield, Paddock and Stone, P.L.C., attorneys of Detroit, Michigan, a copy of which opinion will be furnished without expense to the purchaser of the bonds at the delivery thereof. The fees of Miller, Canfield, Paddock and Stone, P.L.C. for services rendered in connection with such approving opinion are expected to be paid from bond proceeds. Except to the extent necessary to issue its approving opinion as to validity of the above bonds, Miller, Canfield, Paddock and Stone, P.L.C. has not been requested to examine or review and has not examined or reviewed any financial documents, statements or materials that have been or may be furnished in connection with the authorization, issuance or marketing of the bonds, and accordingly will not express any opinion with respect to the accuracy or completeness of any such financial documents, statements or materials.

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

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

OFFICIAL STATEMENT: A preliminary Official Statement that the County deems to be final as of its date, except for the omission of information permitted to be omitted by Rule 15c2-12 of the Securities and Exchange Commission, has been prepared and may be obtained from Bendzinski & Co.,

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financial advisors to the County, at the address and telephone listed under FINANCIAL ADVISOR below Bendzinski & Co. will provide the winning bidder with 200 Official Statements within 7 business days from the date of sale to permit the purchaser to comply with Securities and Exchange Commission Rule 15c2-12. Additional copies of the Official Statement will be supplied by Bendzinski & Co. upon request and agreement by the purchaser to pay the cost of additional copies. The request for additional copies should be made to Bendzinski & Co., within 24 hours of the time of sale.

**BOND INSURANCE AT PURCHASER'S OPTION:** If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the bidder/purchaser, the purchase of any such insurance policy or the issuance of any such commitment shall be at the option and expense of the purchaser of the Bonds. Any and all increased costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the purchaser, except that if the County has requested and received a rating on the Bonds from a rating agency, the County shall pay the fee for the requested rating. Any other rating agency fees shall be the responsibility of the purchaser. FAILURE OF THE MUNICIPAL BOND INSURER TO ISSUE THE POLICY AFTER THE BONDS HAVE BEEN AWARDED TO THE PURCHASER SHALL NOT CONSTITUTE CAUSE FOR FAILURE OR REFUSAL BY THE PURCHASER TO ACCEPT DELIVERY OF THE BONDS FROM THE CITY.

**CONTINUING DISCLOSURE:** As described in greater detail fully in the Official Statement, the County has agreed to provide or cause to be provided, in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission, on or prior to the last day of the sixth month following the end of each fiscal year commencing with the fiscal year ended December 31, 2006, (i) certain annual financial information and operating data, including audited financial statements for the preceding fiscal year, generally consistent with the information contained or cross-referenced in the Official Statement relating to the bonds, (ii) timely notice of the occurrence of certain material events with respect to the bonds and (iii) timely notice of a failure by the to provide the required annual financial information on or before the date specified in (i) above.

**"ISSUE PRICE" CERTIFICATE:** The successful bidder will be required to furnish, prior to the delivery of the bonds, a certificate in a form acceptable to bond counsel as to the "issue price" of the bonds within the meaning of Section 1273 of the Code.

**FINANCIAL CONSULTANT:** Further information relating to the bonds may be obtained from Bendzinski & Co., 607 Shelby Suite 600, Detroit MI 48226-3282.

**ENVELOPES** containing the bids should be plainly marked "Proposal for 2007 General Obligation Limited Tax Bonds"

Robert C. Kempf  
Deputy Controller/Finance Director  
County of St. Clair

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8. Useful Life of Project. The estimated period of usefulness of the Project is hereby declared to be not less than thirty (30) years.

9. Approval of Lease. The Board of Commissioners hereby approves the Lease in substantially the form attached as Exhibit B to this resolution for the payment of the debt service as required for the Series A Bonds, with such revisions as may be necessary or advisable from time to time prior to the sale of the Bonds as approved by the Deputy Controller/Finance Director.

10. Tax Covenant. The County shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on the Series A Bonds and the Series B Bonds from gross income for federal income tax purposes under the Code, including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditures and investment of Series A Bond proceeds and moneys deemed to be Series A Bond proceeds, and the expenditures and investment of Series B Bond proceeds and moneys deemed to be Series B Bond proceeds.

11. Official Statement; Ratings; Agreements. The Deputy Controller/Finance Director is authorized and directed to cause the preparation and circulation of a preliminary and final Official Statement with respect to the Bonds; to obtain ratings on the Bonds; and to take all other actions necessary or advisable as any shall deem appropriate so as to enable the sale and delivery of the Bonds as contemplated herein.

12. Adjustment to Final Bond Details; Sale of Bonds. The Deputy Controller/Finance Directors is hereby authorized to adjust the final bond details set forth herein to the extent necessary or convenient to complete the transactions authorized herein, and in pursuance of the foregoing is authorized to exercise the authority and make the determinations authorized pursuant to Section 315(1)(d) of Act 34, Public Acts of Michigan, 2001, as amended, including but not limited to determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, designation of series, and other matters, and any corresponding changes in the notices of sale, provided that the principal amounts of Bonds issued shall not exceed the principal amounts authorized in this Resolution, the interest rate per annum on the Bonds shall not exceed seven percent (7%), any redemption premium may not exceed 1%, and the Bonds shall mature in not more than twenty-five (25) years. Pursuant to Act 34, the Deputy Controller/Finance Director may, without further direction from the County Board of Commissioners and upon the advice of the Financial Consultant and the County's bond counsel, award the sale of the Series A Bonds and the Series B Bonds to a purchaser or purchasers pursuant to the execution of an awarding order approving the sale thereof.

13. Securities Law Covenant; Continuing Disclosure Undertaking. In accordance with the requirements of Rule 15c2-12 of the U.S. Securities and Exchange Commission (the "Rule"), the County shall enter into an undertaking for the benefit of the holders and beneficial owners of the Bonds (the "Undertaking") in substantially the form attached to this Resolution as Exhibit C and necessary to comply with the requirements of the Rule. The Deputy Controller/Finance Director and Clerk of the County are each authorized to execute and deliver the Undertaking upon completion.

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14. Severability. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such paragraph, section, clause or provision shall not affect any of the other provisions of this Resolution. Section headings are inserted for convenience of reference only and shall not be considered to be a part of this Resolution.

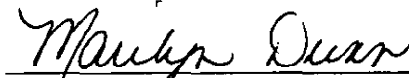
15. Conflicting Actions. All resolutions, orders or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

16. Effective Date. This Resolution shall become effective immediately upon its adoption.

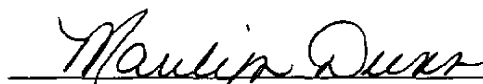
AYES: Commissioners: Howard Heidemann, Dennis Kearns, Patrick Quain, Steven Simasko and Pamela Wall

NAYS: Commissioners: None

RESOLUTION DECLARED ADOPTED.

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

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 February 21, 2007 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 07-04**

**RESOLUTION AUTHORIZING  
GENERAL OBLIGATION LIMITED TAX  
COMMUNITY MENTAL HEALTH BONDS, SERIES 2007A AND  
GENERAL OBLIGATION LIMITED TAX  
COMMUNICATION SYSTEM BONDS, SERIES 2007B  
County of St. Clair  
State of Michigan**

Minutes of a regular meeting of the Board of Commissioners of the County of St. Clair, State of Michigan, (the "County") held on the 21st day of February, 2007, at \_\_o'clock \_\_.m., Eastern Standard Time.

PRESENT: Commissioners: Howard Heidemann, Dennis Kearns, Patrick Quain, Steven Simasko and Pamela Wall

ABSENT: Commissioners: Wally Evans and Jeff Bohm

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

WHEREAS, the County does hereby determine that it is necessary to pay all or part of the cost of acquiring, constructing and equipping an office building along with all necessary interests in land, easements, rights of way and all appurtenances and attachments thereto in an amount not to exceed Ten Million Four Hundred Ninety Thousand Dollars (\$10,490,000) (the "Mental Health Project") to be leased to the St. Clair County Community Mental Health Authority (the "SCCCMHA"); and

WHEREAS, the County does hereby determine that it is necessary to pay for all or part of the cost of acquiring and installing equipment related to 911 services in an amount not to exceed Three Million Five Hundred Thousand Dollars (\$3,500,000) (the "911 Project," together with the Mental Health Project, the "Projects"); and

WHEREAS, a notice of intent (the "Notice of Intent") was published on December 15, 2006, in accordance with Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), which provides that one or more series of capital improvement bonds of the County may be issued without a vote of the electors of the County unless a proper petition for an election on the question of the issuance of the capital improvement bonds is filed with the County Clerk within a period of forty-five (45) days from the date of publication of the Notice of Intent; and

WHEREAS, no proper petition for an election on the question of the issuance of capital improvement bonds has been filed with the County Clerk within the period of forty-five (45) days from the date of publication of the Notice of Intent, and, therefore, the County shall be authorized to issue capital improvement bonds in two series to finance the cost of the Projects in the principal amount of not to exceed (\$15,500,000).

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WHEREAS, the SCCCMHA approved by resolution a form of Lease between the County and the SCCCMHA, (the "Lease") such Lease to provide for debt service payments on the Mental Health Project; and

WHEREAS, in reliance upon the payments of the SCCCMHA payable under the Lease, the County intends to issue its General Obligation Limited Tax Community Mental Health Bonds, Series 2007A.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Authorization of Bonds; Bond Terms. Bonds of the County designated GENERAL OBLIGATION LIMITED TAX COMMUNITY MENTAL HEALTH BONDS, SERIES 2007A (the "Series A Bonds") are authorized to be issued in the initial aggregate principal sum of Ten Million Four Hundred Ninety Thousand Dollars (\$10,490,000) for the purpose of paying a portion of the cost of the Mental Health Project, including the costs incidental to the issuance, sale and delivery of the Series A Bonds. The issue shall consist of bonds in fully-registered form of the denomination of \$5,000, or multiples thereof not exceeding for each maturity the maximum principal amount of that maturity, numbered consecutively in order of registration, dated as of March 1, 2007, or such other date as determined by the Deputy Controller/Finance Director. The Series A Bonds shall bear interest, mature and be payable at the times and in the manner set forth in Sections 6 and 7 hereof as finally approved by the Deputy Controller/Finance Director.

Bonds of the County designated GENERAL OBLIGATION LIMITED TAX COMMUNICATION SYSTEM BONDS, SERIES 2007B (the "Series B Bonds") are authorized to be issued in the aggregate principal sum of not to exceed Three Million Five Hundred Thousand Dollars (\$3,500,000) for the purpose of paying a portion of the costs of the 911 Project, including the costs incidental to the issuance, sale and delivery of the Series B Bonds. The issue shall consist of bonds in fully-registered form of the denomination of \$5,000, or multiples thereof not exceeding for each maturity the maximum principal amount of that maturity, numbered consecutively in order of registration, dated as of March 1, 2007 or such other date as determined by an Deputy Controller/Finance Director. The Series B Bonds shall bear interest, mature and be payable at the times and in the manner set forth in Sections 6 and 7 hereof as finally approved by the Deputy Controller/Finance Director.

The Series A Bonds and the Series B Bonds shall each be sold at public sale at a price not less than 99% of the respective principal amount thereof.

The Series A Bonds and the Series B Bonds (collectively, the "Bonds") shall be subject to redemption prior to maturity in the manner and at the times and prices set forth in Sections 6 and 7 hereof and if term bonds are selected by the original purchaser of the Bonds, then the Bonds will be subject to mandatory redemption in accordance with the applicable maturity schedule at par.

Interest shall be payable to the registered owner of record as of the 15<sup>th</sup> day of the month prior to the payment date for each interest payment. The record date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the County to conform to market practice in the future. Interest shall be payable to the registered owner of record as of the 15<sup>th</sup> day of the month preceding the payment date for each interest payment. The principal of the Bonds

shall be payable at the designated corporate trust office of a bank or trust company named as the transfer agent for the Bonds upon the sale of the Bonds (the "Transfer Agent").

The Bonds shall be issued in book-entry only form through The Depository Trust Company in New York, New York ("DTC") and the Deputy Controller/Finance Director, and Clerk are each authorized to execute such custodial or other agreement with DTC as may be necessary to accomplish the issuance of the Bonds in book-entry only form and to make such changes in the Bond Form within the parameters of this Resolution as may be required to accomplish the foregoing.

2. Execution of Bonds. The Bonds shall be executed in the name of the County with the facsimile signatures of the Chairperson of the County Board of Commissioners and the County Clerk of the County and shall have the seal of the County, or a facsimile thereof, printed or impressed on the Bonds. No Bond shall be valid until authenticated by an authorized officer or representative of the Transfer Agent. The Bonds shall be delivered to the Transfer Agent for authentication and be delivered by the Transfer Agent to the purchaser or other person in accordance with instructions from the Deputy Controller/Finance Director or the County Clerk of the County upon payment of the purchase price for the Bonds in accordance with the bid therefor when accepted.

3. Transfer of Bonds. The Transfer Agent shall keep the books of registration for this issue on behalf of the County. Any Bond may be transferred upon such registration books by the registered owner of record, in person or by the registered owner's duly authorized attorney, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the County shall execute and the Transfer Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount. The Transfer Agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

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

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

4. Limited Tax Pledge; Debt Retirement Funds; Defeasance of Bonds. The County hereby pledges its limited tax full faith and credit for the prompt payment of the Bonds. The County each year shall budget the amount of the debt service coming due in the next fiscal year on the principal of and interest on the Bonds and shall pay as a first budget obligation from its general funds available therefor, or, if necessary, levy taxes upon all taxable property in the County subject to applicable constitutional,

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statutory and charter tax rate limitations, such sums as may be necessary to pay such debt service in said fiscal year.

The Deputy Controller/Finance Director is authorized and directed to open a depository account with a bank or trust company to be designated 2007 BONDS SERIES A DEBT RETIREMENT ACCOUNT (the "2007 A Debt Retirement Account"), the moneys to be deposited into the 2007A Debt Retirement Account to be specifically earmarked and used solely for the purpose of paying principal of and interest on the Series A Bonds as they mature.

The Deputy Controller/Finance Director is authorized and directed to open a depository account with a bank or trust company to be designated 2007 BONDS SERIES B DEBT RETIREMENT ACCOUNT (the "2007 B Debt Retirement Account"), the moneys to be deposited into the 2007 B Debt Retirement Account to be specifically earmarked and used solely for the purpose of paying principal of and interest on the Series B Bonds as they mature.

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 herein.

5. Construction/Acquisition Accounts; Bond Proceeds. The proceeds of the Series A Bonds shall be used to pay the costs of issuance of the Series A Bonds and to pay the costs of the Project as provided in this Resolution. Upon receipt of the proceeds of sale of the Series A Bonds, the accrued interest and premium, if any, shall be deposited in the 2007 A Debt Retirement Fund.

The Deputy Controller/Finance Director is authorized and directed to open a separate depository account with a bank or trust company to be designated 2007 BONDS SERIES A CONSTRUCTION/ACQUISITION ACCOUNT (the "2007 A Construction/Acquisition Account"). From the proceeds of the Series A Bonds there shall next be deposited in the 2007 A Construction/Acquisition Account the proceeds of the Series A Bonds less accrued interest and premium, if any, which shall be deposited into the 2007 A Debt Retirement Account. The moneys in the 2007 A Construction/Acquisition Account shall be used solely to pay the costs of the Mental Health Project and the costs of issuance of the Bonds and any engineering, architectural, legal, financing or other expenses incidental thereto.

The Deputy Controller/Finance Director is authorized and directed to open a separate depository account with a bank or trust company to be designated 2007 BONDS SERIES B CONSTRUCTION/ACQUISITION ACCOUNT (the "2007B Construction/Acquisition Account") and deposit into said Account the proceeds of the Series B Bonds less accrued interest and premium, if any, which shall be deposited into the 2007B Debt Retirement Account. The moneys in the 2007B Construction/Acquisition Account shall be used solely to pay a portion of the costs of the 911 Project and the costs of issuance of the Series B Bonds and any engineering, architectural, legal, financing or other expenses incidental thereto.

6. Bond Form. The Bonds shall be in substantially the following form with appropriate adjustments approved by an Deputy Controller/Finance Director as necessary to reflect the final specifications with respect to each series of Bonds:

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UNITED STATES OF AMERICA  
STATE OF MICHIGAN

COUNTY OF ST. CLAIR

2007 GENERAL OBLIGATION LIMITED TAX BONDS  
SERIES 2007 [A] [B]

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	_____, 20__	March 1, 2007	

Registered Owner:

Principal Amount: \_\_\_\_\_ Dollars

The COUNTY OF ST. CLAIR, State of Michigan (the "County"), acknowledges itself to owe and 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 Maturity Date 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 October 1, 2007 and semiannually thereafter. Principal of this bond is payable at the designated office of The Bank of New York Trust Co., Detroit, Michigan, or such other transfer agent as the County may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to any interest payment date (the "Transfer Agent"). Interest on this bond is payable to the registered owner of record as of the fifteenth (15<sup>th</sup>) day of the month preceding the interest payment date as shown on the registration books of the County kept by the Transfer Agent by check or draft mailed to the registered owner of record at the registered address. For prompt payment of this bond, both principal and interest, the limited tax full faith, credit and resources of the County are hereby irrevocably pledged.

This bond is one of a series of bonds aggregating the principal sum of \$ \_\_\_\_\_, issued for the purpose of paying the cost of capital improvements for the County. This bond is issued under the provisions of Act 34, Public Acts of Michigan, 2001, as amended, and by resolution duly adopted by the County on February 21, 2007.

OPTIONAL REDEMPTION

Bonds of this issue maturing in the years 2008 to 2016, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds of this issue in multiples of \$5,000 maturing in the years 2017 and thereafter shall be subject to redemption prior to maturity, at the option of the County, in any order of maturity and by lot within any maturity, on any date on or after April 1, 2016, at par and accrued interest to the date fixed for redemption.

MANDATORY SINKING FUND REDEMPTION

[Insert term bond provisions, if necessary].

In case less than the full amount of an outstanding bond is called for redemption, the Transfer Agent, upon presentation of the bond called in part for redemption, shall register, authenticate and deliver to the registered owner 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 owner of any bond or portion 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. A bond or portion thereof so called for redemption shall not bear interest after the date fixed for redemption provided funds are on hand with the Transfer Agent to redeem said bond or portion thereof.

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

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

This bond, including the interest thereon, is payable as a first budget obligation from the general funds of the County, and the County is required, if necessary, to levy ad valorem taxes on all taxable property in the County for the payment thereof, subject to applicable constitutional, statutory and charter tax rate limitations.

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 bonds of which this is one, exist and have been done and performed in regular and due form and time as required by law, and that the total indebtedness of the County, including this bond, does not exceed any constitutional statutory or charter debt limitation.

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

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

COUNTY OF ST. CLAIR  
State of Michigan

By: \_\_\_\_\_ [facsimile]  
Its: Chairperson

By: \_\_\_\_\_ [facsimile]  
Its: Clerk

(SEAL)

(Form of Transfer Agent's Certificate of Authentication)

DATE OF AUTHENTICATION:

CERTIFICATE OF AUTHENTICATION

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

The Bank of New York Trust Company, N.A.  
Detroit, Michigan  
Transfer Agent

By: \_\_\_\_\_  
Authorized Signatory

[Bond printer to insert form of assignment]

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7. Notice of Sale. The Deputy Controller/Finance Director is authorized to fix a date of sale for the Bonds and to publish a notice of sale for the Bonds in *The Bond Buyer*, New York, New York in substantially the following form with such modifications as may be approved by the Deputy Controller/Finance Director:

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OFFICIAL NOTICE OF SALE

COUNTY OF ST. CLAIR  
STATE OF MICHIGAN  
\$13,990,000

\$10,490,000 GENERAL OBLIGATION LIMITED TAX  
COMMUNITY MENTAL HEALTH BONDS, SERIES 2007A  
\$3,500,000 GENERAL OBLIGATION LIMITED TAX  
COMMUNICATION SYSTEM BONDS, SERIES 2007B

SEALED BIDS: for the purchase of the above bonds will be received at Bendzinski & Co., 607 Shelby, Suite 600, Detroit MI 48226-3206 on \_\_\_\_\_, 2007 until \_\_:\_\_.m. The bids will be considered at County Board of Commissioners meeting to be held on that date.

FAXED BIDS: Signed bids may be submitted by fax to Bendzinski & Co. at fax number (313) 961-8220; **provided that** faxed bids must arrive before the time of sale, the bidder bears all risks of transmission failure and the GOOD FAITH DEPOSIT MUST BE MADE AND RECEIVED as described in the section entitled "GOOD FAITH" below.

ELECTRONIC BIDS: Electronic bids will also be received on the same date and until the same time by Bidcomp/Parity as agent of the undersigned. Further information about Bidcomp/Parity, including any fee charged, may be obtained from Bidcomp/Parity, Anthony Leyden or Client Services, 1359 Broadway, Second Floor, New York, New York 10018, (212) 849-5021. NO ELECTRONIC BID WILL BE ACCEPTED UNLESS THE BIDDER HAS SUBMITTED A FINANCIAL SURETY BOND IN THE AMOUNT DESCRIBED IN THE SECTION ENTITLED "GOOD FAITH" BELOW. If any provision of this Notice of Sale shall conflict with information provided by Bidcomp/Parity, this Notice of Sale shall control.

Bidders may choose any means or location to present bids but a bidder may not present a bid in more than one location or by more than one means.

BOND DETAILS: Bonds of both issues will be registered bonds of the denomination of \$5,000 or multiples thereof not exceeding for each maturity the maximum principal amount of that maturity, originally dated as of March 1, 2007, numbered in order of registration, and will bear interest from their date payable on October 1, 2007 and semiannually thereafter.

The bonds will mature on the 1<sup>st</sup> day of April of each of the years as follows:

<u>Year</u>	<u>Mental Health. Bonds</u>	<u>Communication Bonds</u>	<u>Total</u>
2008	\$165,000	\$100,000	\$ 265,000
2009	200,000	100,000	300,000
2010	200,000	125,000	325,000
2011	250,000	150,000	400,000
2012	250,000	175,000	425,000
2013	275,000	200,000	475,000
2014	300,000	250,000	550,000

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2015	400,000	250,000	650,000
2016	450,000	300,000	750,000
2017	500,000	300,000	800,000
2018	600,000	350,000	950,000
2019	700,000	375,000	1,075,000
2020	800,000	400,000	1,200,000
2021	850,000	425,000	1,275,000
2022	850,000	--	850,000
2023	900,000	--	900,000
2024	900,000	--	900,000
2025	950,000	--	950,000
2026	950,000	--	950,000

**INTEREST RATE AND BIDDING DETAILS:** The bonds shall bear interest at a rate or rates not exceeding 7% per annum, to be fixed by the bids therefor, expressed in multiples of 1/8 or 1/20 of 1%, or both. The interest on any one bond shall be at one rate only and all bonds maturing in any one year must carry the same interest rate. The difference between the highest and lowest interest rates bid shall not exceed 2%. **No proposal for the purchase of less than all of the bonds or at a price less than 99% of their par value will be considered.**

**PRIOR REDEMPTION OF BONDS:** Bonds maturing in the years 2008 to 2016, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds in multiples of \$5,000 maturing in the year 2017 and thereafter shall be subject to redemption prior to maturity, at the option of the County, in any order of maturity and by lot within any maturity, on any date on or after April 1, 2016, 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 transfer agent, upon presentation of the bond called for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to the registered owner of any bond or portion 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. A bond or portion thereof so called for redemption shall not bear interest after the date fixed for redemption, whether presented for redemption or not, provided funds are on hand with the transfer agent to redeem said bond or portion thereof.

**TERM BOND OPTION:** Bidders shall have the option of designating bonds maturing in the years 2017 to 2026, inclusive, as serial bonds or term bonds or both. The bidder must designate whether each of the principal requirements shown above for the years 2017 to 2026, inclusive, represent a serial maturity or mandatory redemption requirement for a term bond maturity. In any event, the above principal amount schedule for the years 2017 to 2026, inclusive, shall be represented by either serial maturities or mandatory redemption requirements, or a combination of both. Any such designation must be made at the time bids are submitted.

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

TRANSFER AGENT AND REGISTRATION: Principal shall be payable at the principal corporate trust office of The Bank of New York Trust Company, N.A., Detroit, Michigan, or such other transfer agent as the County may hereafter designate by notice mailed to the registered owner of record not less than 60 days prior to an interest payment date. Interest shall be paid by check or draft mailed to the registered owner of record as shown on the registration books of the County as of the 15th day of the month prior to an interest payment date. The bonds will be transferred only upon the registration books of the County kept by the transfer agent.

PURPOSE AND SECURITY: The bonds are authorized for the purpose of paying the cost of acquiring and constructing various capital improvements in the County. The bonds will be a first budget obligation of the County, payable from the general funds of the County including the collection of ad valorem taxes on all taxable property in the County subject to applicable constitutional and statutory tax rate limitations. The rights or remedies of bondholders may be affected by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally now existing or hereafter enacted and by the application of general principles of equity including those relating to equitable subordination.

GOOD FAITH: A certified or cashier's check drawn upon an incorporated bank or trust company or a Financial Surety Bond, in the amount of one percent (1%) of the par value of the bonds, and payable to the order of the County Treasurer is required for each bid as a guaranty of good faith on the part of the bidder, to be forfeited as a portion of the County's damages if such bid be accepted and the bidder fails to take up and pay for the bonds. If a check is used, it must accompany each bid. If a Financial Surety Bond is used, it must be from an insurance company licensed to issue such a bond in the State of Michigan and such bond must be submitted to the County's Deputy Controller/Finance Director or to Bendzinski & Co. prior to the opening of the bids. The Financial Surety Bond must identify each bidder whose good faith deposit is guaranteed by such Financial Surety Bond. If the bonds are awarded to a bidder utilizing a Financial Surety Bond, then that purchaser (the "Purchaser") is required to submit its good faith deposit to the County in the form of a cashier's check (or wire transfer such amount as instructed by the County or its Deputy Controller/Finance Director not later than Noon, prevailing Eastern Time, on the next business day following the award. If such good faith deposit is not received by that time, the Financial Surety Bond may be drawn upon by the County to satisfy the good faith deposit requirement. The good faith deposit will be applied to the purchase price of the bonds. In the event the purchaser fails to honor its accepted bid, the good faith deposit will be retained by the County. No interest shall be allowed on the good faith check and checks of the unsuccessful bidders will be returned to each bidder's representative or by overnight delivery. The good faith check of the successful bidder will be cashed and payment for the balance of the purchase price of the bonds shall be made at the closing.

AWARD OF BONDS-TRUE INTEREST COST: The bonds will be awarded to the bidder whose bid produces the lowest true interest cost determined in the following manner: the lowest true

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

interest cost will be the single interest rate (compounded on October 1, 2007 and semi-annually thereafter) necessary to discount the debt service payments from their respective payment date to \_\_\_\_\_, 2007, in an amount equal to the price bid, excluding accrued interest. Each bidder shall state in its bid the true interest cost to the County, computed in the manner specified above.

**TAX MATTERS:** In the opinion of bond counsel, assuming compliance with certain covenants, interest on the bonds is excluded from gross income for federal income tax purposes as described in the opinion, and the bonds and interest thereon are exempt from all taxation in the State of Michigan except inheritance and estate taxes and taxes on gains realized from the sale, payment or other disposition thereof. The successful bidder will be required to furnish, prior to the delivery of the bonds, a certificate in a form acceptable to bond counsel as to the "issue price" of the bonds within the meaning of Section 1273 of the Internal Revenue Code of 1986.

**NOT "QUALIFIED TAX EXEMPT OBLIGATIONS":** The bonds are not "qualified tax exempt obligations" for purposes of deduction of interest by financial institutions.

**LEGAL OPINION:** Bids shall be conditioned upon the approving opinion of Miller, Canfield, Paddock and Stone, P.L.C., attorneys of Detroit, Michigan, a copy of which opinion will be furnished without expense to the purchaser of the bonds at the delivery thereof. The fees of Miller, Canfield, Paddock and Stone, P.L.C. for services rendered in connection with such approving opinion are expected to be paid from bond proceeds. Except to the extent necessary to issue its approving opinion as to validity of the above bonds, Miller, Canfield, Paddock and Stone, P.L.C. has not been requested to examine or review and has not examined or reviewed any financial documents, statements or materials that have been or may be furnished in connection with the authorization, issuance or marketing of the bonds, and accordingly will not express any opinion with respect to the accuracy or completeness of any such financial documents, statements or materials.

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

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

**OFFICIAL STATEMENT:** A preliminary Official Statement that the County deems to be final as of its date, except for the omission of information permitted to be omitted by Rule 15c2-12 of the Securities and Exchange Commission, has been prepared and may be obtained from Bendzinski & Co.,

financial advisors to the County, at the address and telephone listed under FINANCIAL ADVISOR below Bendzinski & Co. will provide the winning bidder with 200 Official Statements within 7 business days from the date of sale to permit the purchaser to comply with Securities and Exchange Commission Rule 15c2-12. Additional copies of the Official Statement will be supplied by Bendzinski & Co. upon request and agreement by the purchaser to pay the cost of additional copies. The request for additional copies should be made to Bendzinski & Co., within 24 hours of the time of sale.

BOND INSURANCE AT PURCHASER'S OPTION: If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the bidder/purchaser, the purchase of any such insurance policy or the issuance of any such commitment shall be at the option and expense of the purchaser of the Bonds. Any and all increased costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the purchaser, except that if the County has requested and received a rating on the Bonds from a rating agency, the County shall pay the fee for the requested rating. Any other rating agency fees shall be the responsibility of the purchaser. FAILURE OF THE MUNICIPAL BOND INSURER TO ISSUE THE POLICY AFTER THE BONDS HAVE BEEN AWARDED TO THE PURCHASER SHALL NOT CONSTITUTE CAUSE FOR FAILURE OR REFUSAL BY THE PURCHASER TO ACCEPT DELIVERY OF THE BONDS FROM THE CITY.

CONTINUING DISCLOSURE: As described in greater detail fully in the Official Statement, the County has agreed to provide or cause to be provided, in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission, on or prior to the last day of the sixth month following the end of each fiscal year commencing with the fiscal year ended December 31, 2006, (i) certain annual financial information and operating data, including audited financial statements for the preceding fiscal year, generally consistent with the information contained or cross-referenced in the Official Statement relating to the bonds, (ii) timely notice of the occurrence of certain material events with respect to the bonds and (iii) timely notice of a failure by the to provide the required annual financial information on or before the date specified in (i) above.

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

FINANCIAL CONSULTANT: Further information relating to the bonds may be obtained from Bendzinski & Co., 607 Shelby Suite 600, Detroit MI 48226-3282.

ENVELOPES containing the bids should be plainly marked "Proposal for 2007 General Obligation Limited Tax Bonds"

Robert C. Kempf  
Deputy Controller/Finance Director  
County of St. Clair

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

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

8. Useful Life of Project. The estimated period of usefulness of the Project is hereby declared to be not less than thirty (30) years.

9. Approval of Lease. The Board of Commissioners hereby approves the Lease in substantially the form attached as Exhibit B to this resolution for the payment of the debt service as required for the Series A Bonds, with such revisions as may be necessary or advisable from time to time prior to the sale of the Bonds as approved by the Deputy Controller/Finance Director.

10. Tax Covenant. The County shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on the Series A Bonds and the Series B Bonds from gross income for federal income tax purposes under the Code, including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditures and investment of Series A Bond proceeds and moneys deemed to be Series A Bond proceeds, and the expenditures and investment of Series B Bond proceeds and moneys deemed to be Series B Bond proceeds.

11. Official Statement; Ratings; Agreements. The Deputy Controller/Finance Director is authorized and directed to cause the preparation and circulation of a preliminary and final Official Statement with respect to the Bonds; to obtain ratings on the Bonds; and to take all other actions necessary or advisable as any shall deem appropriate so as to enable the sale and delivery of the Bonds as contemplated herein.

12. Adjustment to Final Bond Details; Sale of Bonds. The Deputy Controller/Finance Directors is hereby authorized to adjust the final bond details set forth herein to the extent necessary or convenient to complete the transactions authorized herein, and in pursuance of the foregoing is authorized to exercise the authority and make the determinations authorized pursuant to Section 315(1)(d) of Act 34, Public Acts of Michigan, 2001, as amended, including but not limited to determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, designation of series, and other matters, and any corresponding changes in the notices of sale, provided that the principal amounts of Bonds issued shall not exceed the principal amounts authorized in this Resolution, the interest rate per annum on the Bonds shall not exceed seven percent (7%), any redemption premium may not exceed 1%, and the Bonds shall mature in not more than twenty-five (25) years. Pursuant to Act 34, the Deputy Controller/Finance Director may, without further direction from the County Board of Commissioners and upon the advice of the Financial Consultant and the County's bond counsel, award the sale of the Series A Bonds and the Series B Bonds to a purchaser or purchasers pursuant to the execution of an awarding order approving the sale thereof.

13. Securities Law Covenant; Continuing Disclosure Undertaking. In accordance with the requirements of Rule 15c2-12 of the U.S. Securities and Exchange Commission (the "Rule"), the County shall enter into an undertaking for the benefit of the holders and beneficial owners of the Bonds (the "Undertaking") in substantially the form attached to this Resolution as Exhibit C and necessary to comply with the requirements of the Rule. The Deputy Controller/Finance Director and Clerk of the County are each authorized to execute and deliver the Undertaking upon completion.

14. Severability. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such paragraph, section, clause or provision shall not affect any of the other provisions of this Resolution. Section headings are inserted for convenience of reference only and shall not be considered to be a part of this Resolution.

15. Conflicting Actions. All resolutions, orders or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

16. Effective Date. This Resolution shall become effective immediately upon its adoption.

AYES: Commissioners \_\_\_\_\_  
\_\_\_\_\_

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

RESOLUTION DECLARED ADOPTED.

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

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 February 21, 2007 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

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

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

EXHIBIT A  
SITE DESCRIPTION

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

EXHIBIT B  
FORM OF LEASE

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



EXHIBIT C

FORM OF CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (the "Undertaking"), is executed and delivered by the County of St. Clair, State of Michigan (the "Issuer"), in connection with the issuance of the Issuer's \$ \_\_\_\_\_ General Obligation Limited Tax Community Mental Health Bonds, Series 2007A and \$ \_\_\_\_\_ General Obligation Limited Tax Communication System Bonds, Series 2007B (collectively, the "Bonds"). The Issuer covenants and agrees for the benefit of the Bondholders, as hereinafter defined, as follows:

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

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

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

"Disclosure Representative" means the Deputy Controller / Finance Director of the Issuer or his or her designee, or such other officer, employee, or agent as the Issuer shall designate from time to time in writing.

"MSRB" means the Municipal Securities Rulemaking Board.

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

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

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

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

(b) *Continuing Disclosure.* The Issuer hereby agrees, in accordance with the provisions of the Rule, to provide or cause to be provided to each NRMSIR and to the SID for the State of Michigan ("SID"), on or before the last day the 6th month after the end of the fiscal year of the Issuer, the following annual financial information and operating data, commencing with the fiscal year ended December 31, 2006:

(1) Updates for the latest year of the numerical financial information and operating data included in the official statement of the Issuer relating to the Bonds (the

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

“Official Statement”) appearing in the tables appearing under the following captions in the Official Statement:

- a. Property Valuations-- History of Property Valuation;
- b. Property Valuations-- Taxable Value by Class;
- c. Property Valuations-- Taxable Value by Governmental Unit;
- d. Major Taxpayers;
- e. Tax Rates;
- f. Tax Levies and Collections;
- g. Revenues from the State of Michigan;
- h. Statement of Legal Debt Margin;
- i. Debt Statement; and

(2) Audited Financial Statements.

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

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

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

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

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

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

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

(g) *Benefit of Bondholders.* The Issuer agrees that its undertaking pursuant to the Rule set forth in this Undertaking is intended to be for the benefit of the Bondholders and shall be enforceable by any Bondholder; provided that, the right to enforce the provisions of this Undertaking shall be limited to a right to obtain specific enforcement of the Issuer's obligations hereunder and any failure by the Issuer to comply with the provisions of this Undertaking shall not constitute a default or an event of default with respect to the Bonds.

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

IN WITNESS WHEREOF, the Issuer has caused this Undertaking to be executed by its authorized officers.

COUNTY OF ST. CLAIR  
State of Michigan

By \_\_\_\_\_  
Its Deputy Controller/Finance Director

Dated: \_\_\_\_\_, 2007

DELIB:2812806.3\078015-00080

**RESOLUTION 07-02  
ANNUAL WAGE RANGE ADJUSTMENTS  
BETWEEN  
THE COUNTY OF ST. CLAIR COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AND  
THE ST. CLAIR COUNTY  
31<sup>ST</sup> JUDICIAL CIRCUIT COURT FAMILY DIVISION  
WITH  
THE ST. CLAIR COUNTY  
31<sup>ST</sup> JUDICIAL CIRCUIT COURT FAMILY DIVISION  
JUVENILE PROBATION OFFICERS ASSOCIATION**


WHEREAS, the St. Clair County 31<sup>st</sup> Judicial Circuit Court Family Division is recognized by the Michigan Employment Relations Commission as the employer and the County of St. Clair Board of Commissioners as the legislative body of St. Clair County of certain employees in the employ of the 31<sup>st</sup> Judicial Circuit Court Family Division Juvenile Probation Officers Association and,

WHEREAS, the parties have collectively bargained mutually agreeable annual wage ranges for the 2007 contract year of the existing collective bargaining agreement;

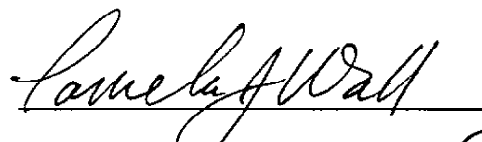
NOW THEREFORE, BE IT RESOLVED, that the annual 2007 and 2008 wage range table (Attached Exhibit "A"), for the calendar years of January 1, 2007 is hereby approved and adopted.

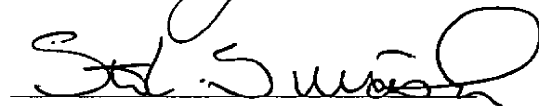
Date: January 3, 2007

Reviewed and Approved by:

  
\_\_\_\_\_

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

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

PROBATE COURT JUVENILE COUNSLERS

JANUARY 1, 2007 - 2.0%

START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	7 YEAR
\$ 38,970	\$ 40,526	\$ 41,130	\$ 43,412	\$ 43,898	\$ 46,044	\$ 47,435	\$ 49,782

**RESOLUTION - 07-01**  
**ANNUAL WAGE RANGE ADJUSTMENTS**  
**BETWEEN**  
**THE COUNTY OF ST. CLAIR COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
**AND**  
**THE ST. CLAIR COUNTY FRIEND OF COURT AND**  
**31<sup>ST</sup> JUDICIAL CIRCUIT COURT FAMILY DIVISION**  
**WITH**  
**THE ST. CLAIR COUNTY FRIEND OF COURT AND**  
**31<sup>ST</sup> JUDICIAL CIRCUIT COURT FAMILY DIVISION**  
**FRIEND OF COURT EMPLOYEES - SEIU**


WHEREAS, the **St. Clair County Friend of Court and 31<sup>st</sup> Judicial Circuit Court Family Division Friend of Court Employees - SEIU** is recognized by the Michigan Employment Relations Commission as the employer and the County of St. Clair Board of Commissioners as the legislative body of St. Clair County of certain employees in the employ of the **St. Clair County Friend of Court and 31<sup>st</sup> Judicial Circuit Court Family Division** and,

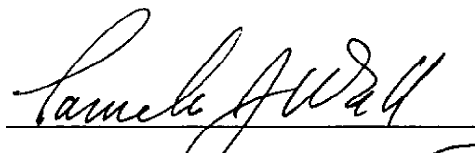
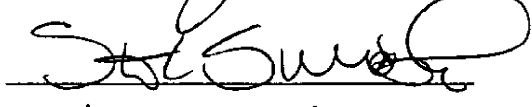
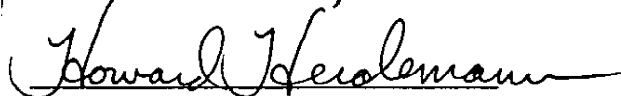
WHEREAS, the parties have collectively bargained mutually agreeable annual wage ranges for the 2007 and 2008 contract years of the existing collective bargaining agreement;

NOW THEREFORE, BE IT RESOLVED, that the annual 2007 and 2008 wage range table (Attached Exhibit "A"), for the calendar years of **January 1, 2007 and January 1, 2008** is hereby approved and adopted.

Date: January 3, 2007

Reviewed and Approved by:

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

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

**FOC - SEIU****Effective January 1, 2007 - 2.0%**

	<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Clerical Aide	\$ 25,820	\$ 26,855	\$ 27,928	\$ 29,040	\$ 30,204	
Imaging Clerk	\$ 25,820	\$ 26,855	\$ 27,928	\$ 29,040	\$ 30,204	
Medical Records Clerk	\$ 25,820	\$ 26,855	\$ 27,928	\$ 29,040	\$ 30,204	
Account Clerk I	\$ 28,578	\$ 29,041	\$ 29,542	\$ 30,588	\$ 31,668	
Account Clerk II	\$ 32,831	\$ 33,413	\$ 34,032	\$ 35,304	\$ 36,618	
Account Clerk III	\$ 35,304	\$ 35,871	\$ 36,618	\$ 38,014	\$ 39,485	
Secretary	\$ 32,831	\$ 33,413	\$ 34,032	\$ 35,304	\$ 36,618	
Judicial Service Officer I	\$ 39,018	\$ 39,798	\$ 40,593	\$ 42,218	\$ 43,906	\$ 45,661
Domestic Specialist	\$ 44,362	\$ 45,148	\$ 46,043	\$ 44,718	\$ 49,582	\$ 51,457
Warrant Officer	\$ 50,684	\$ 51,580	\$ 52,604	\$ 54,586	\$ 56,648	\$ 58,792

**Effective January 1, 2008 - 2.0%**

	<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Clerical Aide	\$ 26,337	\$ 27,392	\$ 28,486	\$ 29,621	\$ 30,808	
Imaging Clerk	\$ 26,337	\$ 27,392	\$ 28,486	\$ 29,621	\$ 30,808	
Medical Records Clerk	\$ 26,337	\$ 27,392	\$ 28,486	\$ 29,621	\$ 30,808	
Account Clerk I	\$ 29,150	\$ 29,622	\$ 30,133	\$ 31,200	\$ 32,301	
Account Clerk II	\$ 33,487	\$ 34,081	\$ 34,713	\$ 36,010	\$ 37,350	
Account Clerk III	\$ 36,010	\$ 36,589	\$ 37,350	\$ 38,775	\$ 40,275	
Secretary	\$ 33,487	\$ 34,081	\$ 34,713	\$ 36,010	\$ 37,350	
Judicial Service Officer I	\$ 39,798	\$ 40,594	\$ 41,405	\$ 43,062	\$ 44,784	\$ 46,575
Domestic Specialist	\$ 45,249	\$ 46,051	\$ 46,964	\$ 45,612	\$ 50,574	\$ 52,486
Warrant Officer	\$ 51,697	\$ 52,612	\$ 53,657	\$ 55,678	\$ 57,781	\$ 59,968