CONTINUED FROM PAGE 14

AWARD OF THE NOTES: For the purpose of awarding the notes, the interest cost of each bid will be computed by determining, at the rate specified therein, the total dollar amount of all interest on the notes from ___ maturity and deducting therefrom any premium. The notes will be awarded to the bidder whose bid on the above computation produces the lowest interest to the County. No proposal for less than par, nor less than all the notes, will be considered. Each bidder, for the convenience of the County, shall state in his bid the net interest cost to the County, computed in the manner above specified.

GOOD FAITH: A certified check, cashler's check or

bank money order in the amount of \$___ , drawn upon an incorporated bank or trust company and payable to the order of the County Treasurer must accompany each bid as a guarantee of good faith on the part of the bidder, to be forfeited as liquidated damages if such bid is accepted and the bidder fails to take up and pay for the notes. No interest will be allowed on good faith deposits. The good faith check of the winning bidder will be promptly cashed, and the amount received therefor will be credited against the purchase price as of the date of delivery. Checks of unsuccessful bidders will be promptly returned to each bidder's representative or returned by registered mail. In the event the notes cannot be issued or delivered for any reason, the County will pay back to the successful bidder the principal amount of the good faith check without interest.

LEGAL OPINION: Bids shall be conditioned upon the unqualified approving opinion of Dickinson, Wright, McKean, Cudlip & Moon, afterneys of Detroit, Michigan, approving the legality of the notes, copies of which will be printed on the reverse side of each note, and the original of the opinion will be delivered without expense to the pur-

chaser of the notes at the delivery thereof.

DELIVERY OF NOTES: The County will furnish notes ready for execution at its expense at Detroit, Michigan_____.

The usual documents, including a certificate that no litigation is pending, affecting the issuance of the notes, will be delivered at the time of delivery of the notes. If the notes are not tendered for delivery by twelve o'clock noon, Michigan 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 notes, withdraw his proposal by serving notice of cancellation on the undersigned, in writing, in which event the County shall promptly return the good faith deposit. Payment for the notes shall be made in Federal Reserve Funds. Accrued interest to the date of delivery of the notes shall be paid by the purchaser at the time of delivery.

CUSIP NUMBERS: Cusip numbers have been applied for and will be printed on the notes at the expense of the County. The printing of incorrect Cusip numbers or the failure to print the Cusip numbers on the notes shall not constitute cause for the purchaser to refuse delivery of the notes.

ADDITIONAL INFORMATION: Further information may be obtained from the Tuscola County Treasurer at the address specified above or from John R. Axe at Dickinson, Wright, McKean, Cudlip & Moon.
THE RIGHT IS RESERVED TO REJECT ANY OR ALL

ENVELOPES: Envelopes containing the bids should be plainly marked "Proposal for General Obligation Limited

Tuscola County Treasurer

APPROVED:

STATE OF MICHIGAN MUNICIPAL FINANCE COMMISSION

Thereafter it was moved by Kennedy and seconded by Robert Russell that the attached resolution be adopted.

Discussion followed AYES: Kennedy, Nagy, Rayl, Robert Russell, Wenta, Royce Russell.

NAYS: None. ABSENT: Collon.

A sufficient majority having voted therefor, the Resolution to Borrow Against Anticipated Delinquent 1979 Taxes was adopted.

STATE OF MICHIGAN COUNTY OF TUSCOLA ISS:

I, the undersigned, the duly qualified and acting Clerk of the Board of Commissioners of the County of Tuscola, the State of Michigan, do hereby certify that the foregoing is a true and complete copy of proceedings taken at a regular meeting of the Board of Commissioners of said County, held on the 22nd day of January, 1980, insofar as the same relate to the Resolution to Borrow Against Anticipated Delinquent

1979 Taxes and the borrowing of not to exceed \$... the issuance of the Tuscola County General Obligation Limited Tax Notes, Series 1980, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of 1976, as amended.

The following Commissioners voted in favor of the attached resolution. Kennedy, Nagy, Rayl, Robert Russell, Wenta, Royce Russell.

The following Commissioners voted against the resolution: None.

The following Commissioners were absent: Collon. IN WITNESS WHEREOF, I have hereunto affixed my of

ficial signature this 23rd day of January, A.D., 1980.

Elsie Hicks Tuscola County Clerk ACKNOWLEDGEMENT OF DESIGNATION

The undersigned, the Treasurer of the County of Tuscola, the State of Michigan, hereby acknowledges and says that prior to the date of the adoption of the foregoing resolution. the Tuscola County Delinquent Tax Revolving Fund was designated by the County Treasurer as the Tuscola County 100% Tax Payment Fund, pursuant to Section 87b of Act 206 of the Michigan Public Acts of 1893, as amended.

Tuscola County Treasurer 80-R-1

Motion by Rayl, seconded by Robert Russell, the follow ing Resolution be adopted. Motion carried. WHEREAS, the Villages of Akron and Fairgrove are

located on State Route M 138 which has not been designated as an ALL SEASON HIGHWAY, and WHEREAS, the lack of an ALL SEASON HIGHWAY is detrimental to the existence of present businesses and creates an undesirable environment for attracting new

WHEREAS, the two Villages have taken the initiative to provide all other services which are conducive to the business community such as natural gas, water and sewer,

businesses and particularly manufacturing type businesses.

police and fire protection, and a good school system.

THEREFORE, BE IT RESOLVED, that the Tuscola County Board of Commissioners does hereby support the Villages of Akron and Fairgrove in their request of the State Highway Department to declare M 138 from two miles west of Fairgrove through Akron to Unionville as ALL SEASON

IT IS FURTHER RESOLVED, that copies of this Resolution be submitted to the State Highway Department, Senator Alvin DeGrow, and Representative Loren Armbruster.

Motion by Rayl, seconded by Kennedy, that the following unfair labor charge be filed against: 1. AFSCME, Council 125, 2. Rick Kloor, Bus. Agent; 3. Employees of the Tuscola County Probate Court and that the chairperson of personnel

be authorized to sign.
Roll Call Vote: Rayl, yes; Robert Russell, yes; Collon, absent: Wenta, yes; Royce Russell, yes; Kennedy, yes;

Nagy, yes. 6 yes, 1 absent, 0 none. Motion carried. EMPLOYMENT RELATIONS COMMISSION LABOR RELATIONS DIVISION

CHARGE DO NOT WRITE IN THIS SPACE Date Filed Case No.

INSTRUCTIONS: File an original and 4 copies of this charge with the Employment Relations Commission at Detroit, Michigan (Use additional sheets if necessary)

Complete 1 if charges are alleged against an employer and/or his agents and representatives. Complete 2 if charges are alleged against a labor

organization and/or its agents and representatives.
1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

Name and address of Employer: Type of Employer: Check appropriate box:

Private | Governmental x 2. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT Name & Address

1) AFSCME, Council #25, 1034 N. Washington Ave., Lansing, Mf 48906. 2) Rick Kloor, Bus. Agent, AFSCME, Council #25, 1034 N. Washington Ave., Lansing, MI 48906. 3) Employees of the Tuscola County Probate Court, Tuscola County, Caro, MI 48723.

CHARGE 3 Purusant to Act 336, Public Acts of 1947, as amended (Public Employment Relations Act) (cross out one), the

undersigned hereby charges that the above-named party has engaged in and is engaging in unfair labor practices within the meaning of Section(s) 10, 1E of said Act, in that (Specify in detail the particular alleged violation, with a complete statement of the facts supporting the charge including names, dates, places etc. Use additional sheets if necessary).

The Employer believes the American Federation of State, County and Municipal Employees, AFL-CIO, Council #25, and Business Agent, Rick Kloor, are guilty of violations of Section 10, 1E of the Public Employment Relations Act.

Business Agent, Rick Kloor, on behalf of AFSCME Council #25 and the bargaining unit known as employees of the Tuscola County Courthouse, Chapter of Local #2697, consisting of: "all employees of the office of County Clerk, office of Register of Deeds, office of County Treasurer, office of Probate Court, office of Adult Juvenile Probation, County Courthouse Building and Grounds Department, County Juvenile Office, Office of Friend of Court, County Cooperative Extension Service, Office of County Drain Commission, Equalization Department, County Veterans Center, Animal Control, and County Office of Civil Defense, and office of the Prosecuting Attorney, employed in the Tuscola County Courthouse, Michigan", has bargained a labor contract in bad faith with the Employer (being the Tuscola Coun-Board of Commissioners),

The Tuscola County Board of Commissioners, through its appointed committee and representative met with Business Agent, Rick Kloor, and his local bargaining committee on or about November 29, 1979 at approximately 1:00 p.m. to commence labor negotiations on a contract that would have terminated December 31, 1979. The negotiations were to replace that contract with a contract that would go into effect January 1, 1980. A second set of negotiations was held on or about December 5, 1979 at approximately 1:00 p.m., and a tentative agreement was reached at approximately 10:30 p.m. between the representative of the County Board of Commissioners and Rick Kloor and his bargaining committee.

This tentative agreement contained the entire contract including total language, total fringe benefits, total wage increases setting the salary plan which was to be in effect for the year 1980. The Union met on or about December 12, 1979 at approximately 5:00 p.m. to present the tentative agreement in a ratification meeting to the members of the bargaining unit after the meeting had been advertised. The Union membership voted to accept the tentative agreement. The County Board of Commissioners met on or about December 12, 1979 at approximately 7:00 p.m. to ratify the agreement, and the County Board of Commissioners did, in fact, ratify said tentative agreement. The contract was then printed and signed by the County Board of Commissioners on or about December 18, 1979. The Union signed the ratified Agreement on or about December 27, 1979. The signed contract was put into effect on January 1, 1980.

Following the effective date of the contract and after the contract was in full force, AFSCME representative Rick Kloor then met with a department head known as the Probate Judge and commenced negotiating a total contract which includes total language, fringe benefits, and wages for those employees. The Union, during its negotiations with the County Commissioners, and up to this date, have made no effort to come to the County Commissioners to seek the removal of the Probate Court employees from the overall bargaining unit. The Union is seeking two (2) contracts with the same Employer covering the same employees which would include two (2) sets of language, two (2) sets of fringe benefits, and two (2) pay scales.

The Union business agent Rick Kloor is further promising other employees in other departments covered under the contract that this continuous negotiating will further provide an improved way of negotiating any inequities when their contract is up for negotiations. REMEDY SOUGHT

That the Union representative Rick Kloor and AFSCME Council #25 and any bargaining committee cease and desist from negotiating a new contract and accept the contract that was previously signed and put into effect as of January 1,

Any future communications regarding this matter should be sent to: Mr. Charles E. Minner, 4710 W. Saginaw, Lansing, Michigan 48917 with a copy to Ms. Donna Rayl, Chairperson of the Personnel Committee, Tuscola County Courthouse, 440 North State Street, Caro, Michigan 48723.

4. Name and Address of Party Filing Charge (If labor organization, give full name, including local name and number: Tuscola County Board of Commissioners, County Courthouse, 440 North State Street, Caro, Michigan 48723. Telephone number 517/673-7946. I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

Chairman Personnel Committee Tuscola County Commissioners

winty Courthouse 110 Morth State Struct Caro Tuscola C Michigan 48723. Telephone No. 517/673 3118. 80-M-32

Motion by Rayl, seconded by Kennedy, because of prob lematical circumstances relative to the recently negotiated Courthouse Union Contract, I move that effective January 6, 1980 that the salaries and fringe benefits of all Probate Court and Juvenile Probation employees be rolled back to the

status of December 31, 1979. Roll Call Vote: Rayl, yes: Robert Russell, yes: Collon. absent: Wenta, yes; Royce Russell, yes; Kennedy, yes. Nagy, yes. 6 yes, 1 absent, 0 none. Motion carried.

Gerald Polk, Adult Probation Officer, appeared before the Board with his Annual Report.

Motion by Wenta, seconded by Royce Russell, the report

be accepted and placed on file. Motion carried. Commissioner Collon returned to the Board Room.

A request was received from the Drain Commissioner to attend a Convention February 27 29, 1980 at Grand Rapids.
Motion by Robert Russell, seconded by Rayl, he be al lowed to attend with necessary expenses to be paid. Motion

Motion by Robert Russell, seconded by Collon, the Animal Control Officer be allowed to take bids for a 1980 pickup truck. Bids to be opened February 26, 1980 at 2:00 p.m. Motion carried. 80-M-36

Motion by Robert Russell, seconded by Wenla, the Tuscola County Drain Commissioner temporarily be as signed Pool Car #19 until such time the Soil Conservation Of fice needs the car. Motion carried.

Artis Noel, Prosecuting Attorney, appeared before the Board and presented the Revised Animal Control Ordinance. Motion by Collon, seconded by Kennedy, we rescind Motion #79 M 200. Motion carried.

Motion by Rayl, seconded by Royce Russell, the Revised Tuscola County Animal Control Ordinance be approved, and the Chairman be authorized to sign. Motion carried.

Motion by Wenta, seconded by Robert Russell, the monthly, quarterly and yearly treasurer's reports be ac

cepted and placed on file. Motion carried. Monthly mileage vouchers were presented from the

Road Commission. Motion by Collon, seconded by Rayl, the vouchers be ap proved and paid from Road Funds. Motion carried.

Motion by Wenta, seconded by Robert Russell, we enter into the following agreement and the Chairman be authorized to sign. Motion carried. MEMORANDUM OF AGREEMENT

between the TUSCOLA COUNTY, Michigan, BOARD OF COMMISSIONERS and the COOPERATIVE EXTENSION SERVICE OF MICHIGAN STATE UNIVERSITY

For the purpose of conducting Extension programs in Tuscola County, the Tuscola County Board of Commissioners and the Cooperative Extension Service do hereby mutually

1. That a position of County Extension Agricultural Agent (Agronomist) be created and assigned to Tuscola County. 2. That the Cooperative Extension Service employ a qualified person to fill this position as soon as possible after the signing of the Memorandum of Agreement.

3. That the Tuscola County Board of Commissioners shall provide a grant to the Co-operative Extension Service of Michigan State University to finance the salary of this position. Further, that this grant will be adjusted in accordance with Michigan State University pay increases and is therefore subject to revision in an amount necessary to meet sald salary adjustments.

4. For the purpose of financing this position, the Tuscola County Board of Commissioners shall make payable to the Cooperative Extension Service a sum of money equal to the person's salary in quarterly installments which will be due in advance in January 15, April 15, July 15 and October 15 for

each year this agreement is in force. 5. That the Cooperative Extension Service will assume the full cost of the staff benefits that accrue to this position, including those of Worker's Compensation and Unemployment Compensation.

6. That the Tuscola County Board of Commissioners will furnish adequate office furniture and facilities, office and field supplies and equipment, secretarial assistance, transportation, and field maintenance.

7. That the County Extension Agricultural Agent of said county shall be an employee of Michigan State University and shall be subject to the same terms of employment, supervision and control as any other so classified employee of the Cooperative Extension Service of Michigan State University. 8. That this agreement shall cover the period beginning

March 1, 1980 through February 28, 1982. Jan. 22, 1980 Chairman, Tuscola County Board of Commissioners Elsie Hicks Jan. 22, 1980

County Clerk MICHIGAN STATE UNIVERSITY IS AN EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER 80-M-42 Minutes of January 8, 1980 were reviewed.

Motion by Robert Russell, seconded by Rayl, the minutes be approved. Motion carried. Motion by Collon, seconded by Rayce Russell, the next

neeting of the Board of Commissioners be February 13, 1980 at 10:00 a.m. Motion carried. Elsie Hicks, Clerk

Paul Nagy, Chairman

cemetery.

Mrs. Pethers funeral held

Myrtle Violet Pethers, 87, of Cass City died Friday at Provincial House after a long illness.

She was born Nov. 23, 1892, in Bingham township, Huron county, the daughter of William and Catherine (Pethers) Philp.

Miss Philp married James Pethers April 4, 1912, in Detroit, Mr. and Mrs. Pethers moved to a farm in Elkland township in 1932 and into Cass City in 1959. They celebrated their golden wedding anniversary in 1962. Her husband died Dec. 11,

Mrs. Pethers was a member of the First Presbyterian church of Cass City.

She is survived by a number of nieces and nephews. Three brothers and three sisters preceded her in

Funeral services for Mrs. Pethers were conducted Sunday at 2 p.m. from Little's Funeral Home, Cass

Ferris on dean's list

Cassidy Ferris, son of Mr. and Mrs. Gerald Ferris of Cass City, has been named to the dean's list for the fall quarter at Cedarville College, Cedarville, Ohio.

A sophomore, he is majoring in business management and computer science.

See

All Home

Games

Big Brothers/Big Sisters

This 14-year-old from Akron-Fairgrove enjoys any outdoor activity, swimming and some sports. She is a

very mature and nice girl.

+++++

From Caro, this 13-yearold needs some special guidance. She is active in sports, bike riding, horses and roll-

+++++

er skating

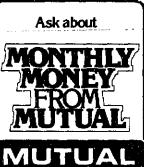
An active 7-year-old from Vassar is anxious to meet a Big Brother. He likes sports, swimming and fishing. A very patient man is needed for this boy.

City, with Rev. Harry Capps Being 13 with no father has of the First Presbyterian been difficult for this child. church of Cass City offici-This boy is very interested in plants and watching sports. Burial was in Elkland He has some very special

needs and would benefit from any male attention. He is from Caro.

++++++

Big Brothers-Big Sisters in Tuscola county is located at 129 E. Burnside Street, Caro, telephone 673-6996; in Sanilac county at 26 Lexington Street, P.O. Box 1, Sandusky, telephone 648-4433, Huron County BB-BS is no longer in operation.



SAVINGS



We've moved our maps, license plates and files to 150 Millwood St.

All Auto Club business — whether insurance, travel or financing, is now handled at our new location, 150 Millwood St.

Our phone number remains the same — 673-3133.

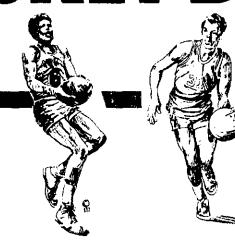
We've moved into a larger, more modern facility because we want to do more for you.

So the next time you're in the neighborhood, why not stop in to have a look around your new Auto Club office.

> CARO AAA 150 Millwood St. 673-3133

CAR . HOME . LIFE INSURANCE **50 AUTO CLUB SERVICES**

FOLLOW THE HAWKS!



JV Game 7:00 p.m.

Friday, February 15

HAWKS VS VASSAR Tuesday, Feb. 19, Away at Frankenmuth

SPONSORED BY THESE HAWK BOOSTERS

Albee True Value Pinney General Cable Co. State Bank Division of GK Technology, Inc. **Home Center** Phone 872-2400 Phone 872-2111 Phone 872-2270 Schneeberger's TV IGA Geiger-Hunt Ford, Inc. Appliance, Furniture Foodliner Phone 872-2300 Phone 872-2696 Phone 872-2645 Thumb **Mutual Savings** Cass City **National Bank** Sports, Inc. & Loan Phone 872-4311 Phone 872-2105 Phone 872-4630 Village Kritzmans', Inc. The Charmont **Service Center** Phone 872-3470 Phone 872-4200 Phone 872-3850 Walbro **Croft-Clara** Cass City State Bank Corporation

Lumber, Inc. Phone 872-4335 Phone 872-2141

Erla's Food Center Phone 872-2191 **Evans Products**

Gagetown

Phone 665-9913

Martin Electric Phone 872-4114

> **Ouvry Chevrolet** Olds, Inc. Phone 872-4301

Phone 872-2131