

CITY OF SCOTTVILLE
COMMISSION MEETING AGENDA

City Hall 105 N Main St

1550th Regular Meeting Monday August 14th, 2023, at 6:00 PM

1. Call to Order at 6:00 PM
2. Pledge of Allegiance
3. Roll Call
4. Additions to the Agenda
5. Approval of Agenda
6. Approval of the Consent Agenda

Consent Agenda items are considered routine by the Commission and will be enacted by one motion. There will be no separate discussion of these items. If discussion of an item is required, it will be removed from the Consent Agenda and considered separately.

- A. Approval of 1549th Regular Meeting Minutes
- B. Approval of Bills in the amount of \$53,294.62

7. Public Comment

Those addressing Commission are asked to provide their name and address and will be limited to two minutes of speaking time. The Commission will hear all comments pertaining to agenda items only.

8. Correspondence-

9. Department Reports

- a. City Manager
- b. Police Chief
- c. City Attorney
- d. Mayor
- e. Treasurer/Clerk
- f. Assessor
- g. Department of Public Works
- h. Committee Reports
- i. Mason County Commissioner Representative
- j. MCRFA Representative
- k. DDA Representative

10. Unfinished Business

- a. Defense/Indemnification- Jill M. Kizyma Zoom Presentation Gallagher Insurance

11. New Business

- a. IPMC Amendment Ordinance 23-01
- b. Open Bids for Parking Lot Repair
- C. Boat Launch Fee Discussion

12. Public Comment

Those addressing Commission are asked to provide their name and address and will be limited to three minutes of speaking time. Commission will hear all comments for future consideration but will not have a response at this time. Letters submitted to Commission will not be publicly read. Thank you for your cooperation.

13. Commissioner Comment

14. Adjournment

OFFICIAL PROCEEDINGS OF THE CITY COMMISSION OF THE CITY OF SCOTTVILLE, MICHIGAN.

The 1549th Regular Commission meeting of the Scottville City Commission held at City Hall 105 N. Main St on July 24th, 2023. Called to order at 6pm by Mayor Marcy M. Spencer.

Present at Roll Call:

Copenhaver

Spencer

Deering

Seiter

Wyman

Also in attendance: Manager Newkirk, Clerk Lester, Treasurer Shafer, and Sergeant Skinner.

Additions/Deletions to Agenda- None

Approval of Agenda

Motion, by Seiter with support from Wyman to approve the agenda as presented.

Motion carried.

Approval of Consent Agenda

Motion, by Deering with support from Copenhaver to approve the consent agenda as presented.

Motion carried.

Public Comment- Tom Rotta

Correspondence- Letter from M.C.C Superintendent withdrawing from the SRO partnership.

Department Reports

- a. City Manager- In addition to an included report Newkirk offered he will be attending an MME Conference in Frankenmuth. SafeBuilt is building a program to suit its relationship with the city in reference to zoning/ordinance/rental inspector responsibilities.
- b. Police Department- Statistical report provided. Skinner added her upcoming training schedule. She is also working on the routine "LEIN" audit.
- c. Mayor- None
- d. Attorney- None
- e. Treasurer/Clerk- Literature provided.
- f. DPW- None
- g. Assessor- None
- h. Committee Reports-
Ordinance-Blight update with Skinner, business signage, chapters for charter amendment, boat launch parking permit, dangerous/abandoned buildings.
- i. Mason County Commissioner Representative- None
- j. MCRFA Representative -
Lehrbass offered he submitted the annual audit report to City Hall last week. The fence replacement project has been completed.
- k. DDA Representative- None

Unfinished Business-None

New Business

a. Commissioner At-Large, Partial Term Appointment

Motion, by Seiter with support from Wyman to accept letter of interest submitted by Dixie Spore, appointing her to the vacant Commissioner At-Large, partial term to expire 11/2026.

Motion carried.

Oath of office administered; Spore joined table

b. Request for Proposals-Water Sewer Financial Projections/Rate Study

In response to the City of Ludington's recent study Newkirk reported he will be accepting proposals for a study including water rates to cover the increasing cost of future maintenance on our water systems, and the inflation previously absorbed by the COS brought forth by COL rate increases in years past. Deering questioned our qualification for reimbursement. Seiter noted our position in grant processing. Newkirk added most of our ARPA funding went to infrastructure improvements. Discussion only, no action required.

b. Request for Proposals- Parking Lot Sealing/Stripping/Pavement Marking

Sifting through results from the planning practicum conducted in the Spring by MSU students Newkirk offered he will be accepting proposals for repair of the main parking areas behind businesses on Southwest Main St. Services to include remarking spaces on South Main (both East and West) to permit a parallel parking system, as opposed to the current diagonal format. Crosswalks and sidewalks connecting residents to education locations to be included. Discussion only, no action required.

c. Policy for Defense Resolution 23-16

Potential solution to close the gap in legal coverage with MMRMA. Currently if an employee or official faces accusations not involving monetary compensation, there is neither representation nor coverage of accrued legal fees. Item forwarded to Finance and Personnel Committees prior to action.

d. Temporary Traffic Control

Skinner spoke to a traffic order prohibiting parking on either side of Maple Ave between Main St and Reinberg Ave. This is an extremely dangerous area/situation during school pick up and drop off times. Coordinating with the M.C.C Board will prove vital in both execution and success of this item.

Public Comment-

Tom Rotta

Bill Kerans

Commissioner Comment-

Members thanked Spore for commitment to the city.

Adjournment-

Motion, by Deering with support from Wyman to adjourn.

Motion Carried 6:45pm.

Kelse Lester, Clerk

Marcy M. Spencer, Mayor

SCOTTVILLE INVOICE REGISTER FOR CITY OF SCOTTVILLE

EXP CHECK RUN DATES 07/25/2023 - 08/14/2023

POSTED AND UNPOSTED

OPEN AND PAID - CHECK TYPE: PAPER CHECK

Invoice Number	Vendor Name	Description	Bank Account	Inv Amt
0002354071323	SPECTRUM BUSINESS	CABLE RIVERSIDE	POOL	886.24
8-1-2023	BLUE CROSS BLUE SHIELD OF MICHIGAN	INSURANCE	POOL	5,625.46
8-1-2023	WEST SHORE BANK	DDA LOAN/INTEREST	POOL	10,894.09
7-27-2023	JIM NEWKIRK	HOTEL STAY	POOL	145.77
8-2-2023	WEX BANK	FUEL	POOL	982.04
AUGUST 23	VISA	RIVERSIDE PARK, TRAINING	POOL	2,737.12
9-2023	SCOTTVILLE POSTMASTER	WATER BILLS 456	POOL	232.56
1078323	MISSION COMMUNICATION LLC	LIFT STATION RENEWAL	POOL	910.80
7758	MEDIA GROUP 31 LLC	ADVERTISING	POOL	310.00
486780-0	JACKPINE BUSINESS CENTER	RIVERSIDE PARK SUPPLIES	POOL	99.00
34238	FREEMAN CREEK EQUIPMENT	EQUIP REPAIR	POOL	156.73
072222303	DMC UNLIMITED	COMPUTER ASSISTANT	POOL	39.50
7-21-2023	MAGEE INSURANCE GROUP	BOND	POOL	190.00
029598	JOHN TYRON	WOOD	POOL	1,125.00
2023-07	MASON COUNTY TREASURER	S MAIN ST SEWER/WATER SYSTEM	POOL	1,740.62
551-619618	STATE OF MI -MI STATE POLICE	SOR	POOL	90.00
7-2023	HOME DEPOT CREDIT SERVICES	DPW. RIVERSIDE	POOL	2,054.15
204478668375	CONSUMERS ENERGY	LIGHTS	POOL	148.01
2023-2	HARBOR HOT TUBS & POOLS	POOL	POOL	2,371.00
26911	AMERICAN LEGAL	ORDINANCE BOOKS	POOL	216.45
000000000000000000	SPENCE, LINDSAY	UB refund for account: EVAN-	POOL	203.66
0182537	FERGUSON ENTERPRISES, LLC	WATER REPAIRS	POOL	44.39
82062	SYNCWAVE LLC	PHONES, INTERNET	POOL	646.64
8-1-2023	GREG BARNETT	ASSESSOR	POOL	636.00
8-1-2023	CONSUMERS ENERGY	LIGHTS	POOL	4,162.92
2243	JR ACCOUNTING	ACCOUNTING	POOL	240.00
13024	ZIEHM L.P. GAS	PROPANE	POOL	267.67
334080	751 PARTS CO INC	WATER REPAIR	POOL	54.98
201504758	DISTRICT HEALTH DEPARTMENT #10	RIVERSIDE PARK	POOL	20.00
8-2023	LUDINGTON DAILY NEWS	ADVERTISING	POOL	892.00
202342917801	CONSUMERS ENERGY	LIGHTS	POOL	129.92
2759	JABROCKI EXCAVATING L.L.C.	CONTRACTED WORK RIVERSIDE	POOL	350.00
880	QUALITY RIGHT OF WAY MAINTENANCE	WATER/SEWER LINE CONTRACTED	POOL	2,400.00
8-1-2023	MASON COUNTY EQUALIZATION	ASSESSING & TAX ROLL	POOL	1,672.74
9-25-2023	DTE ENERGY	HEAT	POOL	157.08
8-7-2023	CONSUMERS ENERGY	LIGHTS	POOL	1,731.67
8-1-2023	PARTS PLUS OF MASON COUNTY	PARTS	POOL	130.86
7-31-2023	FREEMAN CREEK EQUIPMENT	EQUIP REPAIR	POOL	112.39
07312311	DMC UNLIMITED	COMPUTER UPGRADE	POOL	1,658.00
8-7-2023	STAPLES CREDIT PLAN	OFFICE SUPPLIES	POOL	505.72
8-7-2023	VISA	POLICE SUPPLIES	POOL	108.88
8-6-2023	VISA	DOW CLOTHING ALLOWANCE	POOL	104.91
79225	LARSON'S ACE HARDWARE	KEYS	POOL	11.96
8-8-2023	VISA	RIVERSIDE PARK, CITY MANAGER	POOL	1,315.77
10192	CARIBOU SERVICES INC	PORTA JOHNS AT MCPHAIL	POOL	230.00
1999	MOW TIME	MOWING DDA	POOL	160.00
0048542	STATE OF MI MICHIGAN STATE IND.	MAJOR ST	POOL	211.65
8-10-2023	HANNAH, TINA	RIVERSIDE CONCESSIONS	POOL	101.05
486926-0	JACKPINE BUSINESS CENTER	COMMISSION NAME PLATE	POOL	36.25
8-10-2023	TNT ENTERPRIZE	MOWING	POOL	2,290.00
8-2023	CITY OF SCOTTVILLE--WATER/SEWER DEP	WATER	POOL	427.97
8-2023	MASON COUNTY COMMUNITY FOUNDATION	MCC FOUNDATION	POOL	250.00
231080,231059	MALBURG'S SANITATION SERVICE	LIFT STATION, WATER REPAIR	POOL	1,075.00
Report Total:				53,294.62

SCOTTVILLE DDA PRESENTS

SEP
16



**RUBBER DUCKY RACE KICKS OFF THE FUN AT RIVERSIDE PARK
BEGINNING AT 11 AM // DOWNTOWN ACTIVITIES TO FOLLOW**

LIVE MUSIC



**DOWNTOWN
SCOTTVILLE**

3-5 SCOTTVILLE CLOWN BAND

6-8 WORKING ON FAMOUS

8-10 WHISKEY REBELS

**TOUCH-A-TRUCK // RUBBER DUCKY RACE
BOUNCE HOUSE // CRAFT VENDORS
VEGGIE VAN // FACE & PUMPKIN PAINTING
MISS MASON COUNTY & PRINCESS PAGEANT
CORN HOLE & SOFTBALL TOURNAMENTS
AND MORE!**

Electric Line Clearing Notice

We will be working on or around your property soon

Consumers Energy

Count on Us®

We strive to provide safe and reliable electric service to our customers.

During a recent field visit, we identified trees on or around your property that need our attention. This work will be performed at no cost to you and will help deliver safe and reliable electric service to you and your neighbors.

What we are planning to do:

- Trim trees (limbs) on your property. The amount of clearance needed from the lines varies based on the voltage of the lines and species of trees (see image on back). Trees to be trimmed have been marked with a **blue dot** (•).
- Remove trees on your property that are interfering, or may interfere with electric lines. Stumps will remain and be treated with an approved herbicide to prevent regrowth. Trees to be removed on your property have been marked with a **blue (X)**. Trees to be removed in the "danger tree zone" have been marked with a **blue (A)**.
- Remove brush and smaller, sapling-sized trees within the right-of-way.
- Herbicide will be used on your property to control vegetation.

Handling of wood debris:

- Brush chipped and hauled; wood cut and left on-site.
- Brush cut and piled along right-of-way; with wood cut and left on-site.
- Brush chipped or shredded with mechanical mower and scattered in right-of-way; wood cut and left on-site.

If you have any questions, please call:

Nathan Newell

Location of Work: **989-965-3512**

86T

We will be working on or around your property soon.

Below is an example of the clearance needed for our electric lines.



These lines are part of the electric grid and operate at higher voltages requiring greater clearing widths to ensure reliability.

Sometimes it is necessary to obtain greater clearances than indicated. Danger tree zone includes certain trees that may threaten the electric facilities.

Consumers Energy
Count on Us®

Forestry Operations
1945 W. Parnall Rd.
P11-402
Jackson, MI 49201

neopost® FIRST-CLASS MAIL
08/01/2023
US POSTAGE \$000.63⁹



ZIP 49201
041L12203881

CITY OF SCOTTVILLE

105 MAIN ST

SCOTTVILLE, MI. 49454

494E481042 0001

75701 8-101





August 2023

Michigan Dept. Transportation form 2068 submitted for this year.

I attended the 2023 Rural Leadership Summit in Hart

We continue to work with Tina at Riverside to get the Camppsot and Clover connect systems running.

Kelse and I have gathered about half of the necessary items for the audit for the week of Aug 21st-25th

Sept water bills have been sent out.



Summary Statement

July 31, 2023

Page 1 of 3

Investor ID: MI-01-0688

0000504-0003471 PDF 555494

City of Scottville
105 N Main Street
Scottville, MI 49454

Michigan CLASS

Michigan CLASS

		Average Monthly Yield: 5.2749%					
	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
MI-01-0688-0001	1,485,876.48	17,811.81	0.00	6,738.00	35,377.45	1,504,361.37	1,510,426.29
TOTAL	1,485,876.48	17,811.81	0.00	6,738.00	35,377.45	1,504,361.37	1,510,426.29

Investment Fund

Tel: (855) 382-0496

<https://www.michiganclass.org/>

REVENUE AND EXPENDITURE REPORT FOR CITY OF SCOTTVILLE

Balance As of 08/31/2023

GL Number	Description	23-24 Amended Budget	YTD Balance 08/31/2023	Activity For 08/31/2023	AvaiTable Balance 08/31/2023	% Bdgt Used
Fund: 101 GENERAL FUND						
Account Category: Revenues						
Department: 000.000 NON-DEPARTMENTAL						
101-000.000-401.000	REAL AND PERSONAL TAXES	400,000.00	0.00	0.00	400,000.00	0.00
101-000.000-432.000	PILOT PROGRAM- LIEU OF TAXES	24,000.00	0.00	0.00	24,000.00	0.00
101-000.000-445.300	PENALTIES-LATE CHARGES	1,000.00	0.00	0.00	1,000.00	0.00
101-000.000-447.000	TAX ADMIN FEES	4,500.00	0.00	0.00	4,500.00	0.00
101-000.000-540.000	STATE GRANTS	10,000.00	0.00	0.00	10,000.00	0.00
101-000.000-541.000	LOCAL GRANT	10,000.00	0.00	0.00	10,000.00	0.00
101-000.000-543.000	302 POLICE TRAINING	300.00	0.00	0.00	300.00	0.00
101-000.000-571.000	LIQUOR LICENSES	1,650.00	0.00	0.00	1,650.00	0.00
101-000.000-573.000	LOCAL COMMUNITY STABILIZATION	20,000.00	0.00	0.00	20,000.00	0.00
101-000.000-574.000	STATE REVENUE SHARING	135,000.00	0.00	0.00	135,000.00	0.00
101-000.000-600.610	CHARGE FOR SERVICES	50,000.00	583.05	130.60	49,416.95	1.17
101-000.000-600.610	CHARGE FOR SERVICES-CEMETARY	5,000.00	750.00	0.00	4,250.00	15.00
101-000.000-613.000	LICENSE AND PERMITS	1,000.00	5,225.00	0.00	(4,225.00)	522.50
101-000.000-653.100	RIVER PARK - CAMPING FEES	150,000.00	15,691.54	1,104.25	134,308.46	10.46
101-000.000-653.300	RIVER PARK DONATIONS	1,000.00	0.00	0.00	1,000.00	0.00
101-000.000-653.600	RIVER PARK BOAT LAUNCH	0.00	2,293.00	190.00	(2,293.00)	100.00
101-000.000-654.100	MCPHAIL DEPT. REVENUE	1,500.00	300.00	300.00	1,200.00	20.00
101-000.000-654.100	MCPHAIL DONATIONS/BANNERS	8,000.00	0.00	0.00	8,000.00	0.00
101-000.000-654.600	RIVER PARK CONCESSION	10,000.00	0.00	0.00	10,000.00	0.00
101-000.000-655.000	FINES AND FORFEITS	1,000.00	0.00	0.00	1,000.00	0.00
101-000.000-664.000	INTEREST ON INVESTMENTS	65,000.00	2,707.92	0.00	62,292.08	4.17
101-000.000-667.100	RENTS AND ROYALTIES/CHARTER FRANCISE	7,500.00	1,000.00	1,000.00	6,500.00	13.33
101-000.000-672.100	MISCELLANEOUS INCOME	10,000.00	395.00	0.00	9,605.00	3.95
101-000.000-674.000	POLICE DONATIONS	2,000.00	0.00	0.00	2,000.00	0.00
101-000.000-691.000	REIMBURSEMENTS	10,000.00	0.00	0.00	10,000.00	0.00
101-000.000-695.111	OTHER REVENUE	500.00	0.00	0.00	500.00	0.00
Total Dept 000.000 - NON-DEPARTMENTAL		928,950.00	28,945.51	2,724.85	900,004.49	3.12
Revenues		928,950.00	28,945.51	2,724.85	900,004.49	3.12
Account Category: Expenditures						
Department: 000.000 NON-DEPARTMENTAL						
101-000.000-801.050	AUDIT	3,000.00	0.00	0.00	3,000.00	0.00
Total Dept 000.000 - NON-DEPARTMENTAL		3,000.00	0.00	0.00	3,000.00	0.00
Department: 101.000 CITY COMMISSION						
101-101.000-702.000	SALARIES & WAGES	9,500.00	432.60	144.20	9,067.40	4.55
101-101.000-709.000	SOCIAL SECURITY	700.00	32.53	10.84	667.47	4.65
101-101.000-715.000	RETIREMENT	0.00	29.62	14.81	(29.62)	100.00
101-101.000-717.000	HEALTH INSURANCE	500.00	89.03	36.23	410.97	17.81
101-101.000-740.400	STATE PURCHASING FEE	200.00	0.00	0.00	200.00	0.00
101-101.000-801.000	PROFESSIONAL SERVICES	0.00	2,700.37	0.00	(2,700.37)	100.00
101-101.000-801.050	AUDIT	8,000.00	0.00	0.00	8,000.00	0.00
101-101.000-801.200	CITY MAPPING	300.00	0.00	0.00	300.00	0.00
101-101.000-801.400	CITY CODE UPDATING	2,000.00	0.00	0.00	2,000.00	0.00
101-101.000-860.000	TRAVEL/TRAINING	9,000.00	0.00	0.00	9,000.00	0.00
101-101.000-862.000	DUES & MEMBERSHIPS	2,000.00	0.00	0.00	2,000.00	0.00
101-101.000-880.000	CHRISTMAS DECORATIONS	1,000.00	0.00	0.00	1,000.00	0.00
101-101.000-880.600	COMMUNITY PROMOTION	1,000.00	0.00	0.00	1,000.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF SCOTTVILLE

Balance As of 08/31/2023

GL Number	Description	23-24 Amended Budget	YTD Balance 08/31/2023	Activity For 08/31/2023	Available Balance 08/31/2023	% Bdg't Used
Fund: 101 GENERAL FUND						
Account Category: Expenditures						
Department: 101.000 CITY COMMISSION						
101-101.000-900.000	PRINTING & PUBLISHING	6,000.00	409.00	0.00	5,591.00	6.82
101-101.000-930.200	CONTRACTED WORK	2,500.00	450.00	0.00	2,050.00	18.00
	Total Dept 101.000 - CITY COMMISSION	42,700.00	4,143.15	206.08	38,556.85	9.70
Department: 172.000 CITY MANAGER						
101-172.000-702.000	SALARIES & WAGES	60,000.00	5,484.23	1,799.85	54,515.77	9.14
101-172.000-702.350	ICMA EXPENSE	500.00	0.00	0.00	500.00	0.00
101-172.000-709.000	SOCIAL SECURITY	5,000.00	520.45	173.48	4,479.55	10.41
101-172.000-710.000	UNEMPLOYMENT EXPENSE	500.00	0.00	0.00	500.00	0.00
101-172.000-715.000	RETIREMENT	0.00	473.90	236.95	(473.90)	100.00
101-172.000-717.000	RETIREMENT	7,000.00	1,609.58	764.70	5,390.42	22.99
101-172.000-718.000	HEALTH INSURANCE	10,000.00	909.60	0.00	9,090.40	9.10
101-172.000-719.000	DISABILITY INSURANCE	500.00	109.54	0.00	390.46	21.91
101-172.000-725.000	WORKER COMP. INSURANCE	450.00	325.36	0.00	124.64	72.30
101-172.000-754.000	COMPUTER EXPENSE	2,000.00	157.84	0.00	1,842.16	7.89
101-172.000-801.000	PROFESSIONAL SERVICES	5,000.00	0.00	0.00	5,000.00	0.00
101-172.000-860.000	TRAVEL/TRAINING	2,000.00	740.77	595.00	1,259.23	37.04
101-172.000-861.000	MILEAGE REIMBURSEMENT	250.00	736.73	736.73	(486.73)	294.69
101-172.000-862.000	DUES & MEMBERSHIPS	500.00	0.00	0.00	500.00	0.00
	Total Dept 172.000 - CITY MANAGER	93,700.00	11,068.00	4,306.71	82,632.00	11.81
Department: 215.000 CITY CLERK						
101-215.000-702.000	SALARIES & WAGES	26,500.00	3,495.42	1,138.86	23,004.58	13.19
101-215.000-709.000	SOCIAL SECURITY	1,600.00	261.55	85.24	1,338.45	16.35
101-215.000-710.000	UNEMPLOYMENT EXPENSE	300.00	0.00	0.00	300.00	0.00
101-215.000-715.000	RETIREMENT	0.00	279.40	139.75	(279.40)	100.00
101-215.000-717.000	RETIREMENT	5,000.00	525.99	197.23	4,474.01	10.52
101-215.000-718.000	HEALTH INSURANCE	6,000.00	324.93	0.00	5,675.07	5.42
101-215.000-719.000	DISABILITY INSURANCE	300.00	78.03	0.00	221.97	26.01
101-215.000-725.000	WORKER COMP. INSURANCE	300.00	325.36	0.00	(25.36)	108.45
101-215.000-754.000	COMPUTER EXPENSE	1,000.00	665.84	0.00	334.16	66.58
101-215.000-860.000	TRAVEL/TRAINING	1,500.00	50.00	50.00	1,450.00	3.33
101-215.000-862.000	DUES & MEMBERSHIPS	150.00	0.00	0.00	150.00	0.00
	Total Dept 215.000 - CITY CLERK	42,650.00	6,006.52	1,611.08	36,643.48	14.08
Department: 247.000 BOARD OF REVIEW						
101-247.000-702.000	SALARIES & WAGES-BOR	2,000.00	350.29	156.65	1,649.71	17.51
101-247.000-709.000	SOCIAL SECURITY-BOR	150.00	26.22	11.73	123.78	17.48
101-247.000-715.000	RETIREMENT	0.00	28.67	18.07	(28.67)	100.00
101-247.000-717.000	HEALTH INSURANCE	150.00	73.62	35.09	76.38	49.08
101-247.000-801.000	PROFESSIONAL SERVICES	500.00	0.00	0.00	500.00	0.00
	Total Dept 247.000 - BOARD OF REVIEW	2,800.00	478.80	221.54	2,321.20	17.10
Department: 253.000 CITY TREASURER						
101-253.000-702.000	SALARIES & WAGES	32,000.00	3,762.17	1,195.72	28,237.83	11.76
101-253.000-709.000	SOCIAL SECURITY	2,000.00	280.78	89.23	1,719.22	14.04
101-253.000-710.000	UNEMPLOYMENT EXPENSE	300.00	0.00	0.00	300.00	0.00
101-253.000-715.000	RETIREMENT	0.00	299.93	146.71	(299.93)	100.00
101-253.000-717.000	RETIREMENT	4,000.00	882.82	312.04	3,117.18	22.07

REVENUE AND EXPENDITURE REPORT FOR CITY OF SCOTTVILLE

Balance As of 08/31/2023

GL Number	Description	23-24 Amended Budget	YTD Balance 08/31/2023	Activity For 08/31/2023	Available Balance 08/31/2023	% Bdgt Used
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Fund: 101 GENERAL FUND

Account Category: Expenditures

Department: 253.000 CITY TREASURER

101-253.000-718.000	HEALTH INSURANCE	7,000.00	492.67	0.00	6,507.33	7.04
101-253.000-719.000	DISABILITY INSURANCE	350.00	97.39	0.00	252.61	27.83
101-253.000-725.000	WORKER COMP. INSURANCE	600.00	325.36	0.00	274.64	54.23
101-253.000-754.000	COMPUTER EXPENSE	7,000.00	157.84	0.00	6,842.16	2.25
101-253.000-860.000	TRAVEL/TRAINING	1,500.00	595.00	595.00	905.00	39.67
101-253.000-862.000	DUES & MEMBERSHIPS	150.00	0.00	0.00	150.00	0.00
Total Dept 253.000 - CITY TREASURER		54,900.00	6,893.96	2,338.70	48,006.04	12.56

Department: 257.000 ASSESSOR

101-257.000-754.000	COMPUTER EXPENSE	400.00	0.00	0.00	400.00	0.00
101-257.000-755.000	TAX ROLL EXPENSE	2,700.00	0.00	0.00	2,700.00	0.00
101-257.000-930.200	CONTRACTED WORK	7,650.00	0.00	0.00	7,650.00	0.00
Total Dept 257.000 - ASSESSOR		10,750.00	0.00	0.00	10,750.00	0.00

Department: 262.000 ELECTIONS

101-262.000-702.000	SALARIES & WAGES	3,000.00	705.26	237.72	2,294.74	23.51
101-262.000-709.000	SOCIAL SECURITY	350.00	52.77	17.79	297.23	15.08
101-262.000-715.000	RETIREMENT	0.00	56.86	29.17	(56.86)	100.00
101-262.000-717.000	RETIREMENT	350.00	106.41	41.18	243.59	30.40
101-262.000-725.000	WORKER COMP. INSURANCE	400.00	325.36	0.00	74.64	81.34
101-262.000-752.000	OPERATING SUPPLIES	1,500.00	0.00	0.00	1,500.00	0.00
101-262.000-860.000	TRAVEL/TRAINING	500.00	0.00	0.00	500.00	0.00
Total Dept 262.000 - ELECTIONS		6,100.00	1,246.66	325.86	4,853.34	20.44

Department: 265.000 CITY HALL & GROUNDS

101-265.000-702.000	SALARIES & WAGES	6,000.00	706.16	237.51	5,293.84	11.77
101-265.000-709.000	SOCIAL SECURITY	450.00	52.81	17.77	397.19	11.74
101-265.000-710.000	UNEMPLOYMENT EXPENSE	500.00	0.00	0.00	500.00	0.00
101-265.000-715.000	RETIREMENT	0.00	56.98	29.13	(56.98)	100.00
101-265.000-717.000	RETIREMENT	600.00	131.47	49.83	468.53	21.91
101-265.000-725.000	WORKER COMP. INSURANCE	300.00	325.36	0.00	(25.36)	108.45
101-265.000-751.000	OFFICE SUPPLIES	8,000.00	239.55	138.30	7,760.45	2.99
101-265.000-754.000	COMPUTER EXPENSE	2,000.00	46.00	0.00	1,954.00	2.30
101-265.000-760.000	POSTAGE	600.00	0.00	0.00	600.00	0.00
101-265.000-860.000	TRAVEL/TRAINING	500.00	0.00	0.00	500.00	0.00
101-265.000-918.000	WATER	1,000.00	87.32	0.00	912.68	8.73
101-265.000-920.000	LIGHTS	3,500.00	0.00	0.00	3,500.00	0.00
101-265.000-921.000	HEAT	4,000.00	0.00	0.00	4,000.00	0.00
101-265.000-924.000	PHONE	2,500.00	325.00	0.00	2,175.00	13.00
101-265.000-930.000	REPAIRS & MAINTENANCE	3,000.00	1,761.93	0.00	1,238.07	58.73
101-265.000-930.100	LEASED EQUIPMENT	9,000.00	777.64	0.00	8,222.36	8.64
101-265.000-930.200	CONTRACTED WORK	10,000.00	950.00	0.00	9,050.00	9.50
101-265.000-935.000	INSURANCE & BONDS	22,000.00	8,545.25	0.00	13,454.75	38.84
Total Dept 265.000 - CITY HALL & GROUNDS		73,950.00	14,005.47	472.54	59,944.53	18.94

Department: 266.000 ATTORNEY

101-266.000-930.200	CONTRACTED WORK	45,000.00	3,957.25	0.00	41,042.75	8.79
Total Dept 266.000 - ATTORNEY		45,000.00	3,957.25	0.00	41,042.75	8.79

Department: 297.000 PARKING LOT & MALL

Total Dept 297.000 - PARKING LOT & MALL		0.00	0.00	0.00	0.00	0.00
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REVENUE AND EXPENDITURE REPORT FOR CITY OF SCOTTVILLE

Balance As of 08/31/2023

GL Number	Description	23-24 Amended Budget	YTD Balance 08/31/2023	Activity For 08/31/2023	Available Balance 08/31/2023	% Bdgt Used
Fund: 101 GENERAL FUND						
Account Category: Expenditures						
Department: 297.000 PARKING LOT & MALL						
101-297.000-702.000	SALARIES & WAGES	2,000.00	245.06	74.34	1,754.94	12.25
101-297.000-709.000	SOCIAL SECURITY	150.00	18.66	5.66	131.34	12.44
101-297.000-715.000	RETIREMENT	0.00	27.80	9.58	(27.80)	100.00
101-297.000-717.000	RETIREMENT	300.00	44.00	30.79	256.00	14.67
101-297.000-718.000	HEALTH INS	2,000.00	213.99	0.00	1,786.01	10.70
101-297.000-725.000	WORKERS COMP INS	500.00	0.00	0.00	500.00	0.00
101-297.000-752.000	OPERATING SUPPLIES	1,000.00	0.00	0.00	1,000.00	0.00
101-297.000-920.000	LIGHTS	750.00	0.00	0.00	750.00	0.00
101-297.000-930.200	CONTRACTED WORK	15,000.00	0.00	0.00	15,000.00	0.00
101-297.000-930.500	PAINTING LINES	5,000.00	0.00	0.00	5,000.00	0.00
101-297.000-943.000	EQUIPMENT RENTAL	1,500.00	100.80	100.80	1,399.20	6.72
Total Dept 297.000 - PARKING LOT & MALL		28,200.00	650.31	221.17	27,549.69	2.31
Department: 301.000 POLICE DEPARTMENT						
101-301.000-702.000	SALARIES & WAGES	100,000.00	9,973.40	3,119.59	90,026.60	9.97
101-301.000-709.000	SOCIAL SECURITY	10,000.00	751.09	234.59	9,248.91	7.51
101-301.000-710.000	UNEMPLOYMENT EXPENSE	500.00	0.00	0.00	500.00	0.00
101-301.000-715.000	RETIREMENT	0.00	1,049.55	505.64	(1,049.55)	100.00
101-301.000-717.000	RETIREMENT	18,000.00	1,573.75	555.49	16,426.25	8.74
101-301.000-718.000	HEALTH INSURANCE	15,000.00	534.92	0.00	14,465.08	3.57
101-301.000-719.000	DISABILITY INSURANCE	1,000.00	177.84	0.00	822.16	17.78
101-301.000-725.000	WORKER COMP. INSURANCE	500.00	325.36	0.00	174.64	65.07
101-301.000-752.000	OPERATING SUPPLIES	10,000.00	0.00	0.00	10,000.00	0.00
101-301.000-754.000	COMPUTER EXPENSE	2,000.00	157.84	0.00	1,842.16	7.89
101-301.000-860.000	TRAVEL/TRAINING	2,500.00	0.00	0.00	2,500.00	0.00
101-301.000-862.000	DUES & MEMBERSHIPS	1,000.00	0.00	0.00	1,000.00	0.00
101-301.000-924.000	PHONE	4,000.00	565.88	0.00	3,434.12	14.15
101-301.000-930.210	CONTRACTED SERVICES	65,000.00	0.00	0.00	65,000.00	0.00
101-301.000-935.000	INSURANCE & BONDS	1,700.00	483.75	0.00	1,216.25	28.46
101-301.000-943.000	EQUIPMENT RENTAL	500.00	0.00	0.00	500.00	0.00
Total Dept 301.000 - POLICE DEPARTMENT		231,700.00	15,593.38	4,415.31	216,106.62	6.73
Department: 371.000 ZONING /BLIGHT/RENTAL INSPECT						
101-371.000-702.000	SALARIES & WAGES	6,000.00	865.21	288.40	5,134.79	14.42
101-371.000-709.000	SOCIAL SECURITY	400.00	65.06	21.69	334.94	16.27
101-371.000-715.000	RETIREMENT	0.00	59.24	29.62	(59.24)	100.00
101-371.000-717.000	RETIREMENT	750.00	178.04	72.44	571.96	23.74
101-371.000-718.000	HEALTH INSURANCE	200.00	213.99	0.00	(13.99)	107.00
101-371.000-725.000	WORKER COMP. INSURANCE	400.00	325.36	0.00	74.64	81.34
101-371.000-752.000	OPERATING SUPPLIES	300.00	0.00	0.00	300.00	0.00
101-371.000-801.100	CITY ATTORNEY	3,000.00	770.50	0.00	2,229.50	25.68
Total Dept 371.000 - ZONING /BLIGHT/RENTAL INSPECT		11,050.00	2,477.40	412.15	8,572.60	22.42
Department: 441.000 DEPARTMENT OF PUBLIC WORKS						
101-441.000-702.000	SALARIES & WAGES	47,000.00	5,581.01	2,252.72	41,418.99	11.87
101-441.000-709.000	SOCIAL SECURITY	3,500.00	422.39	170.74	3,077.61	12.07
101-441.000-710.000	UNEMPLOYMENT EXPENSE	700.00	0.00	0.00	700.00	0.00
101-441.000-715.000	RETIREMENT	0.00	493.33	313.42	(493.33)	100.00
101-441.000-717.000	RETIREMENT	6,000.00	2,422.20	1,027.43	3,577.80	40.37

REVENUE AND EXPENDITURE REPORT FOR CITY OF SCOTTVILLE

Balance As of 08/31/2023

GL Number	Description	23-24 Amended Budget		YTD Balance		Activity For		Available Balance		% Bdg't Used
		08/31/2023	08/31/2023	08/31/2023	08/31/2023	08/31/2023	08/31/2023			
Fund: 101 GENERAL FUND										
Account Category: Expenditures										
Department: 441.000 DEPARTMENT OF PUBLIC WORKS										
101-441.000-718.000	HEALTH INSURANCE	3,000.00	232.54	0.00	2,767.46	0.00	0.00	7.75		
101-441.000-719.000	DISABILITY INSURANCE	1,000.00	231.58	0.00	768.42	0.00	0.00	23.16		
101-441.000-721.000	UNIFORM EXPENSES	1,500.00	1,200.00	0.00	300.00	0.00	0.00	80.00		
101-441.000-725.000	WORKER COMP. INSURANCE	450.00	325.36	0.00	124.64	0.00	0.00	72.30		
101-441.000-749.000	DRUG TESTING	500.00	68.00	0.00	432.00	0.00	0.00	13.60		
101-441.000-752.000	OPERATING SUPPLIES	5,000.00	0.00	0.00	5,000.00	0.00	0.00	0.00		
101-441.000-754.000	COMPUTER EXPENSE	500.00	298.50	0.00	201.50	0.00	0.00	59.70		
101-441.000-775.000	REPAIR & MAINTENANCE SUPPLIES	4,000.00	118.52	0.00	3,881.48	0.00	0.00	2.96		
101-441.000-780.000	DPW TRAINING	1,000.00	0.00	0.00	1,000.00	0.00	0.00	0.00		
101-441.000-860.000	TRAVEL/TRAINING	2,000.00	0.00	0.00	2,000.00	0.00	0.00	0.00		
101-441.000-918.000	WATER	750.00	58.82	0.00	691.18	0.00	0.00	7.84		
101-441.000-920.000	LIGHTS	1,500.00	0.00	0.00	1,500.00	0.00	0.00	0.00		
101-441.000-921.000	HEAT	3,000.00	0.00	0.00	3,000.00	0.00	0.00	0.00		
101-441.000-924.000	PHONE	1,000.00	129.38	27.75	870.62	0.00	0.00	12.94		
101-441.000-930.200	CONTRACTED WORK	1,000.00	0.00	0.00	1,000.00	0.00	0.00	0.00		
101-441.000-935.000	INSURANCE & BONDS	1,000.00	0.00	0.00	1,000.00	0.00	0.00	0.00		
101-441.000-943.000	EQUIPMENT RENTAL	17,000.00	1,750.41	725.64	15,249.59	0.00	0.00	10.30		
Total Dept 441.000 - DEPARTMENT OF PUBLIC WORKS		101,400.00	13,332.04	4,517.70	88,067.96			13.15		
Department: 444.000 ALLEYS & SIDEWALKS										
101-444.000-702.000	SALARIES & WAGES	3,000.00	268.29	74.20	2,731.71	0.00	0.00	8.94		
101-444.000-709.000	SOCIAL SECURITY	125.00	19.98	5.63	105.02	0.00	0.00	15.98		
101-444.000-715.000	RETIREMENT	0.00	21.85	9.54	(21.85)	100.00	0.00	100.00		
101-444.000-717.000	RETIREMENT	150.00	76.60	30.75	73.40	0.00	0.00	51.07		
101-444.000-725.000	WORKER COMP. INSURANCE	350.00	325.36	0.00	24.64	0.00	0.00	92.96		
101-444.000-742.000	STREET PATCHING	2,000.00	0.00	0.00	2,000.00	0.00	0.00	0.00		
101-444.000-748.000	GRAVEL	2,000.00	0.00	0.00	2,000.00	0.00	0.00	0.00		
101-444.000-752.000	OPERATING SUPPLIES	100.00	0.00	0.00	100.00	0.00	0.00	0.00		
101-444.000-756.000	CSX PROPERTY LEASE	2,550.00	0.00	0.00	2,550.00	0.00	0.00	0.00		
101-444.000-930.200	CONTRACTED WORK	6,000.00	0.00	0.00	6,000.00	0.00	0.00	0.00		
101-444.000-943.000	EQUIPMENT RENTAL	1,000.00	164.55	100.80	835.45	0.00	0.00	16.46		
Total Dept 444.000 - ALLEYS & SIDEWALKS		17,275.00	876.63	220.92	16,398.37			5.07		
Department: 448.000 STREET LIGHTING										
101-448.000-920.000	LIGHTS	22,000.00	0.00	0.00	22,000.00	0.00	0.00	0.00		
Total Dept 448.000 - STREET LIGHTING		22,000.00	0.00	0.00	22,000.00			0.00		
Department: 567.000 BROOKSIDE CEMETERY										
101-567.000-702.000	SALARIES & WAGES	7,000.00	1,559.47	622.51	5,440.53	0.00	0.00	22.28		
101-567.000-709.000	SOCIAL SECURITY	500.00	118.33	47.23	381.67	0.00	0.00	23.67		
101-567.000-715.000	RETIREMENT	0.00	114.39	87.00	(114.39)	100.00	0.00	100.00		
101-567.000-717.000	RETIREMENT	750.00	578.55	262.87	171.45	0.00	0.00	77.14		
101-567.000-718.000	HEALTH INSURANCE	2,500.00	232.57	0.00	2,267.43	0.00	0.00	9.30		
101-567.000-725.000	WORKER COMP. INSURANCE	350.00	325.36	0.00	24.64	0.00	0.00	92.96		
101-567.000-748.000	GRAVEL	1,000.00	0.00	0.00	1,000.00	0.00	0.00	0.00		
101-567.000-775.000	REPAIR & MAINTENANCE SUPPLIES	500.00	0.00	0.00	500.00	0.00	0.00	0.00		
101-567.000-920.000	LIGHTS	750.00	0.00	0.00	750.00	0.00	0.00	0.00		
101-567.000-930.200	CONTRACTED WORK	6,000.00	875.00	0.00	5,125.00	0.00	0.00	14.58		
101-567.000-935.000	INSURANCE & BONDS	500.00	0.00	0.00	500.00	0.00	0.00	0.00		

REVENUE AND EXPENDITURE REPORT FOR CITY OF SCOTTVILLE

Balance As of 08/31/2023

GL Number	Description	23-24 Amended Budget	YTD Balance 08/31/2023	Activity For 08/31/2023	AvaiTable Balance 08/31/2023	% Bdgtd Used
Fund: 101 GENERAL FUND						
Account Category: Expenditures						
Department: 567.000 BROOKSIDE CEMETERY						
101-567.000-943.000	EQUIPMENT RENTAL	5,000.00	765.38	580.50	4,234.62	15.31
	Total Dept 567.000 - BROOKSIDE CEMETERY	24,850.00	4,569.05	1,600.11	20,280.95	18.39
Department: 751.000 RECREATION DEPT. EXPENSES						
101-751.000-702.000	SALARIES & WAGES	3,500.00	166.95	95.40	3,333.05	4.77
101-751.000-709.000	SOCIAL SECURITY	250.00	12.77	7.29	237.23	5.11
101-751.000-710.000	UNEMPLOYMENT EXPENSE	100.00	0.00	0.00	100.00	0.00
101-751.000-715.000	RETIREMENT	0.00	11.71	11.71	(11.71)	100.00
101-751.000-717.000	RETIREMENT	300.00	68.53	37.00	231.47	22.84
101-751.000-725.000	WORKER COMP. INSURANCE	350.00	325.36	0.00	24.64	92.96
101-751.000-748.000	GRAVEL	1,000.00	0.00	0.00	1,000.00	0.00
101-751.000-752.000	OPERATING SUPPLIES	500.00	0.00	0.00	500.00	0.00
101-751.000-756.100	MCPHAIL FIELD EXPENSE	1,000.00	0.00	0.00	1,000.00	0.00
101-751.000-918.000	WATER	1,000.00	109.82	0.00	890.18	10.98
101-751.000-920.000	LIGHTS	1,500.00	0.00	0.00	1,500.00	0.00
101-751.000-930.000	REPAIRS & MAINTENANCE	500.00	0.00	0.00	500.00	0.00
101-751.000-930.200	CONTRACTED WORK	5,000.00	1,019.43	0.00	3,980.57	20.39
101-751.000-930.600	FIELD WORK	2,000.00	0.00	0.00	2,000.00	0.00
101-751.000-935.000	INSURANCE & BONDS	1,000.00	0.00	0.00	1,000.00	0.00
101-751.000-943.000	EQUIPMENT RENTAL	1,500.00	352.80	201.60	1,147.20	23.52
	Total Dept 751.000 - RECREATION DEPT. EXPENSES	19,500.00	2,067.37	353.00	17,432.63	10.60
Department: 756.000 RIVER PARK & GROUNDS						
101-756.000-702.000	SALARIES & WAGES	65,000.00	14,221.02	4,804.50	50,778.98	21.88
101-756.000-709.000	SOCIAL SECURITY	3,500.00	857.13	285.39	2,642.87	24.49
101-756.000-710.000	UNEMPLOYMENT EXPENSE	300.00	0.00	0.00	300.00	0.00
101-756.000-715.000	RETIREMENT	0.00	106.46	25.76	(106.46)	100.00
101-756.000-717.000	RETIREMENT	300.00	71.29	60.42	228.71	23.76
101-756.000-725.000	WORKER COMP. INSURANCE	500.00	325.36	0.00	174.64	65.07
101-756.000-741.000	ROAD BRINE	300.00	0.00	0.00	300.00	0.00
101-756.000-748.000	GRAVEL	500.00	0.00	0.00	500.00	0.00
101-756.000-752.000	OPERATING SUPPLIES	3,000.00	444.14	50.78	2,555.86	14.80
101-756.000-754.000	COMPUTER EXPENSE	500.00	111.84	0.00	388.16	22.37
101-756.000-787.000	CONCESSION	3,000.00	1,308.04	1,308.04	1,691.96	43.60
101-756.000-788.000	WOOD	6,000.00	0.00	0.00	6,000.00	0.00
101-756.000-801.000	PROFESSIONAL SERVICES	8,000.00	0.00	0.00	8,000.00	0.00
101-756.000-860.000	TRAVEL/TRAINING	0.00	182.75	70.74	(182.75)	100.00
101-756.000-862.000	DUES & MEMBERSHIPS	750.00	0.00	0.00	750.00	0.00
101-756.000-880.600	COMMUNITY PROMOTION	300.00	0.00	0.00	300.00	0.00
101-756.000-917.000	SEWER	5,000.00	705.41	705.41	4,294.59	14.11
101-756.000-918.000	WATER	3,000.00	107.67	0.00	2,892.33	3.59
101-756.000-920.000	LIGHTS	15,000.00	0.00	0.00	15,000.00	0.00
101-756.000-924.000	PHONE	1,000.00	0.00	0.00	1,000.00	0.00
101-756.000-924.100	CABLE VISION	8,000.00	886.24	0.00	7,113.76	11.08
101-756.000-930.000	REPAIRS & MAINTENANCE	5,000.00	74.85	0.00	4,925.15	1.50
101-756.000-930.200	CONTRACTED WORK	8,000.00	2,486.75	0.00	5,513.25	31.08
101-756.000-943.000	EQUIPMENT RENTAL	2,000.00	650.25	0.00	1,349.75	32.51
101-756.000-970.100	POOL EXPENSES	6,000.00	0.00	0.00	6,000.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF SCOTTVILLE

Balance as of 08/31/2023

GL Number	Description	23-24 Amended Budget	YTD Balance 08/31/2023	Activity For 08/31/2023	Available Balance 08/31/2023	% Bdgt Used
Fund: 101 GENERAL FUND						
Account Category: Expenditures						
Department: 756.000 RIVER PARK & GROUNDS						
Total Dept 756.000 - RIVER PARK & GROUNDS						
	Expenditures	144,950.00	22,539.20	7,311.04	122,410.80	15.55
		976,475.00	109,905.19	28,533.91	866,569.81	11.26
Fund 101 - GENERAL FUND:						
	TOTAL REVENUES	928,950.00	28,945.51	2,724.85	900,004.49	
	TOTAL EXPENDITURES	976,475.00	109,905.19	28,533.91	866,569.81	
	NET OF REVENUES & EXPENDITURES:	(47,525.00)	(80,959.68)	(25,809.06)	33,434.68	

REVENUE AND EXPENDITURE REPORT FOR CITY OF SCOTTVILLE

Balance As of 08/31/2023

GL Number	Description	23-24 Amended Budget	YTD Balance 08/31/2023	Activity For 08/31/2023	Available Balance 08/31/2023	% Bdg't Used
Fund: 151 CEMETERY PERPETUAL CARE						
Account Category: Revenues						
Department: 000.000 NON-DEPARTMENTAL						
151-000.000-635.000 LOT SALES						
Total Dept 000.000 - NON-DEPARTMENTAL		500.00	0.00	0.00	500.00	0.00
Revenues		500.00	0.00	0.00	500.00	0.00
Fund 151 - CEMETERY PERPETUAL CARE:						
TOTAL REVENUES		500.00	0.00	0.00	500.00	
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	
NET OF REVENUES & EXPENDITURES:		500.00	0.00	0.00	500.00	

REVENUE AND EXPENDITURE REPORT FOR CITY OF SCOTTVILLE

Balance as of 08/31/2023

GL Number	Description	23-24 Amended Budget	YTD Balance 08/31/2023	Activity For 08/31/2023	Available Balance 08/31/2023	% Bdgt Used
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Fund: 202 MAJOR STREET

Account Category: Revenues

Department: 000.000 NON-DEPARTMENTAL						
202-000.000-546.000	STATE GAS & WEIGHT	150,000.00	13,047.13	0.00	136,952.87	8.70
202-000.000-692.000	TRUNKLINE MAINTENANCE	25,000.00	0.00	0.00	25,000.00	0.00
Total Dept 000.000 - NON-DEPARTMENTAL		175,000.00	13,047.13	0.00	161,952.87	7.46

Revenues

		175,000.00	13,047.13	0.00	161,952.87	7.46
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Account Category: Expenditures

Department: 463.000 MAINTENANCE

202-463.000-702.000	SALARIES & WAGES	4,000.00	138.00	26.75	3,862.00	3.45
202-463.000-709.000	SOCIAL SECURITY	300.00	10.38	2.02	289.62	3.46
202-463.000-715.000	RETIREMENT	0.00	10.28	3.75	(10.28)	100.00
202-463.000-717.000	RETIREMENT	400.00	41.92	12.32	358.08	10.48
202-463.000-718.000	HEALTH INSURANCE	2,000.00	232.55	0.00	1,767.45	11.63
202-463.000-725.000	WORKER COMP. INSURANCE	450.00	325.36	0.00	124.64	72.30
202-463.000-742.000	STREET PATCHING	1,500.00	0.00	0.00	1,500.00	0.00
202-463.000-743.000	PARKING PAINT	2,000.00	0.00	0.00	2,000.00	0.00
202-463.000-746.000	STREET SIGNS	1,000.00	0.00	0.00	1,000.00	0.00
202-463.000-930.200	CONTRACTED WORK	5,000.00	0.00	0.00	5,000.00	0.00
202-463.000-943.000	EQUIPMENT RENTAL	8,000.00	91.58	0.00	7,908.42	1.14
Total Dept 463.000 - MAINTENANCE		24,650.00	850.07	44.84	23,799.93	3.45

Department: 474.000 TRAFFIC SERVICES

202-474.000-702.000	SALARIES & WAGES	1,000.00	101.24	26.46	898.76	10.12
202-474.000-709.000	SOCIAL SECURITY	125.00	7.55	1.97	117.45	6.04
202-474.000-715.000	RETIREMENT	0.00	10.12	3.68	(10.12)	100.00
202-474.000-717.000	RETIREMENT	150.00	25.35	12.25	124.65	16.90
202-474.000-718.000	HEALTH INSURANCE	2,000.00	232.54	0.00	1,767.46	11.63
202-474.000-725.000	WORKER COMP. INSURANCE	350.00	325.36	0.00	24.64	92.96
Total Dept 474.000 - TRAFFIC SERVICES		3,625.00	702.16	44.36	2,922.84	19.37

Department: 477.000 TRUNKLINE MAINTENANCE

202-477.000-702.000	SALARIES & WAGES	4,000.00	611.77	151.61	3,388.23	15.29
202-477.000-709.000	SOCIAL SECURITY	350.00	45.87	11.39	304.13	13.11
202-477.000-715.000	RETIREMENT	0.00	43.02	19.03	(43.02)	100.00
202-477.000-717.000	RETIREMENT	500.00	188.83	63.11	311.17	37.77
202-477.000-747.000	SAND/SALT	3,000.00	0.00	0.00	3,000.00	0.00
202-477.000-920.000	LIGHTS	500.00	0.00	0.00	500.00	0.00
202-477.000-930.200	CONTRACTED WORK	5,500.00	0.00	0.00	5,500.00	0.00
202-477.000-935.000	INSURANCE & BONDS	1,200.00	483.75	0.00	716.25	40.31
202-477.000-943.000	EQUIPMENT RENTAL	5,500.00	790.02	183.16	4,709.98	14.36
Total Dept 477.000 - TRUNKLINE MAINTENANCE		20,550.00	2,163.26	428.30	18,386.74	10.53

Department: 478.000 WINTER MAINTENANCE

202-478.000-702.000	SALARIES & WAGES	8,000.00	102.38	26.81	7,897.62	1.28
202-478.000-709.000	SOCIAL SECURITY	600.00	7.78	2.05	592.22	1.30
202-478.000-715.000	RETIREMENT	0.00	10.32	3.77	(10.32)	100.00
202-478.000-717.000	RETIREMENT	1,000.00	25.56	12.33	974.44	2.56
202-478.000-718.000	HEALTH INSURANCE	2,000.00	213.99	0.00	1,786.01	10.70
202-478.000-725.000	WORKER COMP. INSURANCE	400.00	325.36	0.00	74.64	81.34
202-478.000-747.000	SAND/SALT	2,000.00	0.00	0.00	2,000.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF SCOTTVILLE

Balance As of 08/31/2023

GL Number	Description	23-24 Amended Budget	YTD Balance 08/31/2023	Activity For 08/31/2023	Available Balance 08/31/2023	% Bdgt Used
Fund: 202 MAJOR STREET						
Account Category: Expenditures						
Department: 478.000 WINTER MAINTENANCE						
202-478.000-930.200	CONTRACTED WORK	7,500.00	0.00	0.00	7,500.00	0.00
202-478.000-943.000	EQUIPMENT RENTAL	5,000.00	0.00	0.00	5,000.00	0.00
	Total Dept 478.000 - WINTER MAINTENANCE	26,500.00	685.39	44.96	25,814.61	2.59
Department: 482.000 ADMINISTRATION						
202-482.000-801.050	AUDIT	2,750.00	0.00	0.00	2,750.00	0.00
202-482.000-965.200	CONTRIBUTION TO LOCAL STREET	28,000.00	0.00	0.00	28,000.00	0.00
	Total Dept 482.000 - ADMINISTRATION	30,750.00	0.00	0.00	30,750.00	0.00
	Expenditures	106,075.00	4,400.88	562.46	101,674.12	4.15
Fund 202 - MAJOR STREET:						
	TOTAL REVENUES	175,000.00	13,047.13	0.00	161,952.87	
	TOTAL EXPENDITURES	106,075.00	4,400.88	562.46	101,674.12	
	NET OF REVENUES & EXPENDITURES:	68,925.00	8,646.25	(562.46)	60,278.75	

REVENUE AND EXPENDITURE REPORT FOR CITY OF SCOTTVILLE

Balance As of 08/31/2023

GL Number	Description	23-24 Amended Budget	YTD Balance 08/31/2023	Activity For 08/31/2023	AvailTable Balance 08/31/2023	% Bdgt Used
Fund: 203 LOCAL STREETS						
Account Category: Revenues						
Department: 000.000 NON-DEPARTMENTAL						
203-000.000-540.100	STATE METRO ACT	5,000.00	0.00	0.00	5,000.00	0.00
203-000.000-546.000	STATE GAS & WEIGHT	60,000.00	4,764.68	0.00	55,235.32	7.94
203-000.000-676.800	CONTRIBUTION MAJOR STREET	28,000.00	0.00	0.00	28,000.00	0.00
	Total Dept 000.000 - NON-DEPARTMENTAL	93,000.00	4,764.68	0.00	88,235.32	5.12
	Revenues	93,000.00	4,764.68	0.00	88,235.32	5.12
Account Category: Expenditures						
Department: 463.000 MAINTENANCE						
203-463.000-702.000	SALARIES & WAGES	15,000.00	1,013.35	312.61	13,986.65	6.76
203-463.000-709.000	SOCIAL SECURITY	800.00	75.51	23.23	724.49	9.44
203-463.000-715.000	RETIREMENT	0.00	68.63	38.79	(68.63)	100.00
203-463.000-717.000	RETIREMENT	1,200.00	341.50	132.52	858.50	28.46
203-463.000-718.000	HEALTH INSURANCE	2,500.00	232.54	0.00	2,267.46	9.30
203-463.000-725.000	WORKER COMP. INSURANCE	550.00	325.36	0.00	224.64	59.16
203-463.000-742.000	STREET PATCHING	1,500.00	0.00	0.00	1,500.00	0.00
203-463.000-746.000	STREET SIGNS	1,000.00	0.00	0.00	1,000.00	0.00
203-463.000-930.200	CONTRACTED WORK	20,000.00	0.00	0.00	20,000.00	0.00
203-463.000-935.000	INSURANCE & BONDS	2,000.00	645.00	0.00	1,355.00	32.25
203-463.000-943.000	EQUIPMENT RENTAL	12,000.00	460.10	0.00	11,539.90	3.83
	Total Dept 463.000 - MAINTENANCE	56,550.00	3,161.99	507.15	53,388.01	5.59
Department: 474.000 TRAFFIC SERVICES						
203-474.000-702.000	SALARIES & WAGES	2,000.00	102.50	26.85	1,897.50	5.13
203-474.000-709.000	SOCIAL SECURITY	200.00	7.79	2.05	192.21	3.90
203-474.000-715.000	RETIREMENT	0.00	10.32	3.77	(10.32)	100.00
203-474.000-717.000	RETIREMENT	200.00	25.57	12.34	174.43	12.79
203-474.000-718.000	HEALTH INSURANCE	2,400.00	232.54	0.00	2,167.46	9.69
203-474.000-725.000	WORKER COMP. INSURANCE	450.00	650.72	0.00	(200.72)	144.60
203-474.000-752.000	OPERATING SUPPLIES	500.00	0.00	0.00	500.00	0.00
	Total Dept 474.000 - TRAFFIC SERVICES	5,750.00	1,029.44	45.01	4,720.56	17.90
Department: 478.000 WINTER MAINTENANCE						
203-478.000-702.000	SALARIES & WAGES	9,000.00	101.54	26.55	8,898.46	1.13
203-478.000-709.000	SOCIAL SECURITY	500.00	7.67	2.00	492.33	1.53
203-478.000-715.000	RETIREMENT	0.00	10.18	3.72	(10.18)	100.00
203-478.000-717.000	RETIREMENT	900.00	25.43	12.28	874.57	2.83
203-478.000-725.000	WORKER COMP. INSURANCE	500.00	325.36	0.00	174.64	65.07
203-478.000-747.000	SAND/SALT	1,000.00	0.00	0.00	1,000.00	0.00
203-478.000-943.000	EQUIPMENT RENTAL	8,000.00	0.00	0.00	8,000.00	0.00
	Total Dept 478.000 - WINTER MAINTENANCE	19,900.00	470.18	44.55	19,429.82	2.36
Department: 482.000 ADMINISTRATION						
203-482.000-801.050	AUDIT	2,750.00	0.00	0.00	2,750.00	0.00
	Total Dept 482.000 - ADMINISTRATION	2,750.00	0.00	0.00	2,750.00	0.00
	Expenditures	84,950.00	4,661.61	596.71	80,288.39	5.49
	Fund 203 - LOCAL STREETS:	93,000.00	4,764.68	0.00	88,235.32	
	TOTAL REVENUES					

REVENUE AND EXPENDITURE REPORT FOR CITY OF SCOTTVILLE

Balance As Of 08/31/2023

GL Number	Description	23-24 Amended Budget	YTD Balance 08/31/2023	Activity For 08/31/2023	Available Balance 08/31/2023	% Bdgt Used
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Fund: 203 LOCAL STREETS

TOTAL EXPENDITURES

NET OF REVENUES & EXPENDITURES:

84,950.00	4,661.61	596.71	80,288.39
<u>8,050.00</u>	<u>103.07</u>	<u>(596.71)</u>	<u>7,946.93</u>

REVENUE AND EXPENDITURE REPORT FOR CITY OF SCOTTVILLE

Balance As of 08/31/2023

GL Number	Description	23-24 Amended Budget	YTD Balance 08/31/2023	Activity For 08/31/2023	Available Balance 08/31/2023	% Bdgt Used
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Fund: 226 GARBAGE AND REFUSE COLLECTION

Account Category: Revenues

Department: 000.000 NON-DEPARTMENTAL

226-000.000-406.000	REFUSE TAX	58,000.00	0.00	0.00	58,000.00	0.00
226-000.000-695.000	BAG SALES	40,000.00	8,341.00	4,224.00	31,659.00	20.85
Total Dept 000.000 - NON-DEPARTMENTAL		98,000.00	8,341.00	4,224.00	89,659.00	8.51

Revenues

Account Category: Expenditures

Department: 227.000 LANDFILL CAP

226-227.000-801.000	PROFESSIONAL SERVICES	10,000.00	0.00	0.00	10,000.00	0.00
226-227.000-930.200	CONTRACTED WORK	500.00	0.00	0.00	500.00	0.00
Total Dept 227.000 - LANDFILL CAP		10,500.00	0.00	0.00	10,500.00	0.00

Department: 528.000 SANITATION

226-528.000-702.000	SALARIES & WAGES	2,500.00	412.17	138.55	2,087.83	16.49
226-528.000-709.000	SOCIAL SECURITY	200.00	30.80	10.35	169.20	15.40
226-528.000-715.000	RETIREMENT	0.00	33.28	17.00	(33.28)	100.00
226-528.000-717.000	RETIREMENT	300.00	82.11	30.93	217.89	27.37
226-528.000-752.000	OPERATING SUPPLIES	1,000.00	0.00	0.00	1,000.00	0.00
226-528.000-801.000	PROFESSIONAL SERVICES	80,000.00	0.00	0.00	80,000.00	0.00
Total Dept 528.000 - SANITATION		84,000.00	558.36	196.83	83,441.64	0.66

Department: 530.000 RECYCLING

226-530.000-801.000	PROFESSIONAL SERVICES	12,000.00	0.00	0.00	12,000.00	0.00
Total Dept 530.000 - RECYCLING		12,000.00	0.00	0.00	12,000.00	0.00

Expenditures

Fund 226 - GARBAGE AND REFUSE COLLECTION:

TOTAL REVENUES	98,000.00	8,341.00	4,224.00	89,659.00
TOTAL EXPENDITURES	106,500.00	558.36	196.83	105,941.64
NET OF REVENUES & EXPENDITURES:	(8,500.00)	7,782.64	4,027.17	(16,282.64)

REVENUE AND EXPENDITURE REPORT FOR CITY OF SCOTTVILLE

Balance As of 08/31/2023

23-24 Amended Budget

YTD Balance 08/31/2023

Activity For 08/31/2023

AvaiTable Balance 08/31/2023

% Bdgt Used

GL Number	Description	23-24 Amended Budget	YTD Balance 08/31/2023	Activity For 08/31/2023	AvaiTable Balance 08/31/2023	% Bdgt Used
Fund: 248 DDA OPERATIONS						
Account Category: Revenues						
Department: 000.000 NON-DEPARTMENTAL						
248-000.000-404.200	T. I. F. A. TAX	9,000.00	0.00	0.00	9,000.00	0.00
248-000.000-404.300	2 MILL SPECIAL LEVY TAX	6,000.00	0.00	0.00	6,000.00	0.00
248-000.000-670.800	PROMOTIONS	5,000.00	0.00	0.00	5,000.00	0.00
248-000.000-684.000	FLOWERS/DONATIONS	10,000.00	0.00	0.00	10,000.00	0.00
248-000.000-699.000	PRIOR YEAR FUND BAL. APPLIED	14,500.00	0.00	0.00	14,500.00	0.00
Total Dept 000.000 - NON-DEPARTMENTAL		44,500.00	0.00	0.00	44,500.00	0.00
Revenues						
Total Dept 000.000 - NON-DEPARTMENTAL		44,500.00	0.00	0.00	44,500.00	0.00

GL Number	Description	23-24 Amended Budget	YTD Balance 08/31/2023	Activity For 08/31/2023	AvaiTable Balance 08/31/2023	% Bdgt Used
Account Category: Expenditures						
Department: 000.000 NON-DEPARTMENTAL						
248-000.000-702.000	SALARIES & WAGES/FLOWER WATER	1,000.00	259.55	86.51	740.45	25.96
248-000.000-709.000	SOCIAL SECURITY	150.00	19.50	6.50	130.50	13.00
248-000.000-715.000	RETIREMENT	0.00	17.78	8.89	(17.78)	100.00
248-000.000-717.000	RETIREMENT	200.00	53.42	21.73	146.58	26.71
248-000.000-718.000	HEALTH INSURANCE	100.00	0.00	0.00	100.00	0.00
248-000.000-725.000	WORKER COMP. INSURANCE	250.00	325.36	0.00	(75.36)	130.14
248-000.000-752.000	OPERATING SUPPLIES	2,000.00	0.00	0.00	2,000.00	0.00
248-000.000-769.000	SANTA PARTY	1,000.00	0.00	0.00	1,000.00	0.00
248-000.000-801.050	AUDIT	650.00	0.00	0.00	650.00	0.00
248-000.000-801.100	CITY ATTORNEY	250.00	2,186.25	0.00	(1,936.25)	874.50
248-000.000-880.600	COMMUNITY PROMOTION	3,000.00	0.00	0.00	3,000.00	0.00
248-000.000-917.000	SEWER	1,000.00	0.00	0.00	1,000.00	0.00
248-000.000-918.000	WATER	4,000.00	55.40	0.00	3,944.60	1.39
248-000.000-920.000	LIGHTS	2,000.00	80.93	0.00	1,919.07	4.05
248-000.000-921.000	HEAT	1,000.00	0.00	0.00	1,000.00	0.00
248-000.000-925.000	PROMOTIONS COMMITTEE	5,000.00	0.00	0.00	5,000.00	0.00
248-000.000-926.000	DESIGN COMMITTEE	2,000.00	0.00	0.00	2,000.00	0.00
248-000.000-930.200	CONTRACTED WORK/PLOWING	4,000.00	0.00	0.00	4,000.00	0.00
248-000.000-935.000	INSURANCE & BONDS	500.00	0.00	0.00	500.00	0.00
248-000.000-991.200	OPTIMIST LOAN	11,800.00	0.00	0.00	11,800.00	0.00
Total Dept 000.000 - NON-DEPARTMENTAL		39,900.00	2,998.19	123.63	36,901.81	7.51
Expenditures						
Total Dept 000.000 - NON-DEPARTMENTAL		39,900.00	2,998.19	123.63	36,901.81	7.51

GL Number	Description	23-24 Amended Budget	YTD Balance 08/31/2023	Activity For 08/31/2023	AvaiTable Balance 08/31/2023	% Bdgt Used
Fund 248 - DDA OPERATIONS:						
TOTAL REVENUES		44,500.00	0.00	0.00	44,500.00	0.00
TOTAL EXPENDITURES		39,900.00	2,998.19	123.63	36,901.81	7.51
NET OF REVENUES & EXPENDITURES:		4,600.00	(2,998.19)	(123.63)	7,598.19	

REVENUE AND EXPENDITURE REPORT FOR CITY OF SCOTTVILLE

Balance As of 08/31/2023

GL Number	Description	23-24 Amended Budget	YTD Balance 08/31/2023	Activity For 08/31/2023	Available Balance 08/31/2023	% Bdgt Used
Fund: 266 POLICE ACT 302 FUND						
Account Category: Expenditures						
Department: 000.000 NON-DEPARTMENTAL						
266-000.000-863.000 ACT 302 TRAINING EXPENSES						
Total Dept 000.000 - NON-DEPARTMENTAL		250.00	0.00	0.00	250.00	0.00
Expenditures		250.00	0.00	0.00	250.00	0.00
Fund 266 - POLICE ACT 302 FUND:						
TOTAL REVENUES		0.00	0.00	0.00	0.00	
TOTAL EXPENDITURES		250.00	0.00	0.00	250.00	
NET OF REVENUES & EXPENDITURES:		(250.00)	0.00	0.00	(250.00)	

REVENUE AND EXPENDITURE REPORT FOR CITY OF SCOTTVILLE

Balance As of 08/31/2023

23-24 Amended Budget
 YTD Balance 08/31/2023
 Activity For 08/31/2023
 Available Balance 08/31/2023
 % Bdgt Used

GL Number	Description	23-24 Amended Budget	YTD Balance 08/31/2023	Activity For 08/31/2023	Available Balance 08/31/2023	% Bdgt Used
Fund: 280 SCULPTURE PROJECT						
Account Category: Revenues						
Department: 000.000 NON-DEPARTMENTAL						
280-000.000-658.000 DONATIONS						
Total Dept 000.000 - NON-DEPARTMENTAL						
	Revenues	1.00	0.00	0.00	1.00	0.00
		1.00	0.00	0.00	1.00	0.00
		1.00	0.00	0.00	1.00	0.00
Fund 280 - SCULPTURE PROJECT:						
TOTAL REVENUES						
TOTAL EXPENDITURES						
NET OF REVENUES & EXPENDITURES:						
		1.00	0.00	0.00	1.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF SCOTTVILLE

Balance As of 08/31/2023

GL Number	Description	23-24 Amended Budget	YTD Balance 08/31/2023	Activity For 08/31/2023	Available Balance 08/31/2023	% Bdgt Used
Fund: 590 SEWAGE DISPOSAL FUND						
Account Category: Revenues						
Department: 000.000 NON-DEPARTMENTAL						
590-000.000-445.100	PENALTIES-LATE CHARGES	5,000.00	440.54	0.00	4,559.46	8.81
590-000.000-602.000	CUSTOMER SALES	400,000.00	68,772.46	33,876.09	331,227.54	17.19
590-000.000-695.000	RIVERSIDE PARK DUMPSTATION	1,000.00	0.00	0.00	1,000.00	0.00
	Total Dept 000.000 - NON-DEPARTMENTAL	406,000.00	69,213.00	33,876.09	336,787.00	17.05
	Revenues	406,000.00	69,213.00	33,876.09	336,787.00	17.05
Account Category: Expenditures						
Department: 560.000 WASTE WATER TREATMENT & SUPPL						
590-560.000-725.000	WORKER COMP. INSURANCE	350.00	325.36	0.00	24.64	92.96
590-560.000-930.000	REPAIRS & MAINTENANCE	5,000.00	0.00	0.00	5,000.00	0.00
590-560.000-930.200	CONTRACTED WORK	30,000.00	0.00	0.00	30,000.00	0.00
590-560.000-937.000	CITY OF LUDINGTON TREATMENT	120,000.00	0.00	0.00	120,000.00	0.00
	Total Dept 560.000 - WASTE WATER TREATMENT & SUPPL	155,350.00	325.36	0.00	155,024.64	0.21
Department: 564.000 TRANSMISSION-MAINS						
590-564.000-702.000	SALARIES & WAGES	12,000.00	1,502.01	543.28	10,497.99	12.52
590-564.000-709.000	SOCIAL SECURITY	750.00	113.76	41.18	636.24	15.17
590-564.000-715.000	PENSION ADJUSTMENT GASB 68	0.00	115.95	77.29	(115.95)	100.00
590-564.000-717.000	RETIREMENT	1,000.00	546.09	251.21	453.91	54.61
590-564.000-725.000	WORKER COMP. INSURANCE	600.00	325.36	0.00	274.64	54.23
590-564.000-775.000	REPAIR & MAINTENANCE SUPPLIES	4,000.00	0.00	0.00	4,000.00	0.00
590-564.000-930.200	CONTRACTED WORK	5,000.00	0.00	0.00	5,000.00	0.00
590-564.000-935.000	INSURANCE & BONDS	2,000.00	806.25	0.00	1,193.75	40.31
590-564.000-943.000	EQUIPMENT RENTAL	4,000.00	184.88	76.50	3,815.12	4.62
	Total Dept 564.000 - TRANSMISSION-MAINS	29,350.00	3,594.30	989.46	25,755.70	12.25
Department: 566.000 ADMINISTRATIVE						
590-566.000-702.000	SALARIES & WAGES	13,000.00	1,161.73	382.69	11,838.27	8.94
590-566.000-709.000	SOCIAL SECURITY	800.00	86.87	28.62	713.13	10.86
590-566.000-715.000	RETIREMENT	0.00	95.81	47.42	(95.81)	100.00
590-566.000-717.000	RETIREMENT	1,300.00	245.13	94.77	1,054.87	18.86
590-566.000-718.000	HEALTH INSURANCE	2,500.00	232.54	0.00	2,267.46	9.30
590-566.000-751.000	OFFICE SUPPLIES	300.00	0.00	0.00	300.00	0.00
590-566.000-754.000	COMPUTER EXPENSE	0.00	0.00	0.00	500.00	0.00
590-566.000-760.000	POSTAGE	1,500.00	234.60	116.28	1,265.40	15.64
590-566.000-801.050	AUDIT	4,500.00	0.00	0.00	4,500.00	0.00
590-566.000-801.300	SEWER ADMINISTRATION FEES	8,000.00	0.00	0.00	8,000.00	0.00
590-566.000-920.000	LIGHTS	10,000.00	0.00	0.00	10,000.00	0.00
590-566.000-924.000	PHONE	600.00	0.00	0.00	600.00	0.00
590-566.000-991.300	SEWER PROJECT PRINCIPAL	90,000.00	0.00	0.00	90,000.00	0.00
590-566.000-992.000	BOND INTEREST	2,000.00	0.00	0.00	2,000.00	0.00
590-566.000-992.900	SEWER PROJECT INTEREST	52,000.00	0.00	0.00	52,000.00	0.00
590-566.000-994.500	MASON COUNTY -LIFT STATION	16,500.00	0.00	0.00	16,500.00	0.00
	Total Dept 566.000 - ADMINISTRATIVE	203,500.00	2,056.68	669.78	201,443.32	1.01
	Expenditures	388,200.00	5,976.34	1,659.24	382,223.66	1.54
Fund 590 - SEWAGE DISPOSAL FUND:						

REVENUE AND EXPENDITURE REPORT FOR CITY OF SCOTTVILLE

Balance As Of 08/31/2023

GL Number	Description	23-24 Amended Budget	YTD Balance 08/31/2023	Activity For 08/31/2023	Available Balance 08/31/2023	% Bdgt Used
Fund: 590 SEWAGE DISPOSAL FUND						
	TOTAL REVENUES	406,000.00	69,213.00	33,876.09	336,787.00	
	TOTAL EXPENDITURES	388,200.00	5,976.34	1,659.24	382,223.66	
	NET OF REVENUES & EXPENDITURES:	17,800.00	63,236.66	32,216.85	(45,436.66)	

REVENUE AND EXPENDITURE REPORT FOR CITY OF SCOTTVILLE

Balance As of 08/31/2023

GL Number	Description	23-24 Amended Budget	YTD Balance 08/31/2023	Activity For 08/31/2023	AvaiTable Balance 08/31/2023	% Bdgt Used
Fund: 591 WATER SUPPLY SYSTEM OPERATING						
Account Category: Revenues						
Department: 000.000 NON-DEPARTMENTAL						
591-000.000-405.100	AMBER TOWNSHIP FIRE HYDRANT	800.00	0.00	0.00	800.00	0.00
591-000.000-445.100	PENALTIES-LATE CHARGES	3,000.00	400.10	0.00	2,599.90	13.34
591-000.000-602.000	CUSTOMER SALES	380,000.00	60,227.80	29,255.40	319,772.20	15.85
591-000.000-607.000	CUSTOMER TAP FEES	10,000.00	0.00	0.00	10,000.00	0.00
591-000.000-607.200	WATER TURN ON/OFF	500.00	520.00	250.00	(20.00)	104.00
591-000.000-677.000	TRANSFERS IN	350,000.00	0.00	0.00	350,000.00	0.00
Total Dept 000.000 - NON-DEPARTMENTAL		744,300.00	61,147.90	29,505.40	683,152.10	8.22
Revenues		744,300.00	61,147.90	29,505.40	683,152.10	8.22
Account Category: Expenditures						
Department: 560.000 WASTE WATER TREATMENT & SUPPL						
591-560.000-801.000	PROFESSIONAL SERVICES	2,000.00	0.00	0.00	2,000.00	0.00
591-560.000-801.020	LUDINGTON WATER TESTING	4,000.00	0.00	0.00	4,000.00	0.00
591-560.000-801.021	STATE WATER PERMIT	1,600.00	0.00	0.00	1,600.00	0.00
591-560.000-841.000	PURCHASE OF WATER	150,000.00	0.00	0.00	150,000.00	0.00
Total Dept 560.000 - WASTE WATER TREATMENT & SUPPL		157,600.00	0.00	0.00	157,600.00	0.00
Department: 564.000 TRANSMISSION-MAINS						
591-564.000-702.000	SALARIES & WAGES	30,000.00	5,704.85	1,819.25	24,295.15	19.02
591-564.000-709.000	SOCIAL SECURITY	2,000.00	429.16	136.55	1,570.84	21.46
591-564.000-715.000	PENSION ADJUSTMENT GASB 68	0.00	602.97	233.83	(602.97)	100.00
591-564.000-717.000	RETIREMENT	3,000.00	1,337.82	778.55	1,662.18	44.59
591-564.000-718.000	HEALTH INSURANCE	3,000.00	232.54	0.00	2,767.46	7.75
591-564.000-725.000	WORKER COMP. INSURANCE	500.00	325.36	0.00	174.64	65.07
591-564.000-775.000	REPAIR & MAINTENANCE SUPPLIES	15,000.00	0.00	0.00	15,000.00	0.00
591-564.000-801.000	PROFESSIONAL SERVICES	5,000.00	0.00	0.00	5,000.00	0.00
591-564.000-930.200	CONTRACTED WORK	30,000.00	90.00	0.00	29,910.00	0.30
591-564.000-935.000	INSURANCE & BONDS	3,000.00	1,128.75	0.00	1,871.25	37.63
591-564.000-943.000	EQUIPMENT RENTAL	15,000.00	1,364.25	127.50	13,635.75	9.10
591-564.000-970.000	CAPITAL OUTLAY	300,000.00	0.00	0.00	300,000.00	0.00
591-564.000-972.000	CAPITAL OUTLAY-METERS	10,000.00	0.00	0.00	10,000.00	0.00
Total Dept 564.000 - TRANSMISSION-MAINS		416,500.00	11,215.70	3,095.68	405,284.30	2.69
Department: 566.000 ADMINISTRATIVE						
591-566.000-702.000	SALARIES & WAGES	10,000.00	1,209.51	382.72	8,790.49	12.10
591-566.000-709.000	SOCIAL SECURITY	750.00	90.57	28.62	659.43	12.08
591-566.000-715.000	RETIREMENT	0.00	95.81	47.42	(95.81)	100.00
591-566.000-717.000	RETIREMENT	1,000.00	266.15	94.78	733.85	26.62
591-566.000-718.000	HEALTH INSURANCE	3,000.00	232.55	0.00	2,767.45	7.75
591-566.000-725.000	WORKER COMP. INSURANCE	400.00	325.36	0.00	74.64	81.34
591-566.000-751.000	OFFICE SUPPLIES	300.00	0.00	0.00	300.00	0.00
591-566.000-754.000	COMPUTER EXPENSE	500.00	0.00	0.00	500.00	0.00
591-566.000-760.000	POSTAGE	1,500.00	234.60	116.28	1,265.40	15.64
591-566.000-801.050	AUDIT	4,000.00	0.00	0.00	4,000.00	0.00
591-566.000-860.000	TRAVEL	1,000.00	0.00	0.00	1,000.00	0.00
591-566.000-862.000	DUES & MEMBERSHIPS	0.00	800.00	0.00	(800.00)	100.00
591-566.000-991.700	BON PRINCIPAL RD LOAN	39,000.00	0.00	0.00	39,000.00	0.00
591-566.000-992.111	BOND INT. RD LOAN	15,000.00	0.00	0.00	15,000.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF SCOTTVILLE

Balance As of 08/31/2023

23-24 Amended Budget YTD Balance Activity For Available Balance % Bdg't Used
 08/31/2023 08/31/2023 08/31/2023 08/31/2023

Fund: 591 WATER SUPPLY SYSTEM OPERATING
Account Category: Expenditures
Department: 566.000 ADMINISTRATIVE
 Total Dept 566.000 - ADMINISTRATIVE

GL Number	Description	23-24 Amended Budget	YTD Balance 08/31/2023	Activity For 08/31/2023	Available Balance 08/31/2023	% Bdg't Used
	Expenditures	76,450.00	3,254.55	669.82	73,195.45	4.26
		650,550.00	14,470.25	3,765.50	636,079.75	2.22
	Fund 591 - WATER SUPPLY SYSTEM OPERATING:					
	TOTAL REVENUES	744,300.00	61,147.90	29,505.40	683,152.10	
	TOTAL EXPENDITURES	650,550.00	14,470.25	3,765.50	636,079.75	
	NET OF REVENUES & EXPENDITURES:	93,750.00	46,677.65	25,739.90	47,072.35	

REVENUE AND EXPENDITURE REPORT FOR CITY OF SCOTTVILLE

Balance As of 08/31/2023

GL Number	Description	23-24 Amended Budget	YTD Balance 08/31/2023	Activity For 08/31/2023	AvaiTable Balance 08/31/2023	% Bdg't Used
Fund: 661 MOTOR POOL FUND						
Account Category: Revenues						
Department: 000.000 NON-DEPARTMENTAL						
661-000.000-600.000	GENERAL FUND RENTALS	30,000.00	584.82	0.00	29,415.18	1.95
661-000.000-600.100	MAJOR STREET FUND RENTALS	17,000.00	0.00	0.00	17,000.00	0.00
661-000.000-600.200	LOCAL STREET FUND RENTALS	20,000.00	0.00	0.00	20,000.00	0.00
661-000.000-600.400	SEWAGE FUND RENTALS	5,000.00	0.00	0.00	5,000.00	0.00
661-000.000-600.500	WATER FUND RENTALS	15,000.00	0.00	0.00	15,000.00	0.00
	Total Dept 000.000 - NON-DEPARTMENTAL	87,000.00	584.82	0.00	86,415.18	0.67
Department: 297.000 PARKING LOT & MALL						
661-297.000-600.000	GENERAL FUND RENTALS	0.00	100.80	100.80	(100.80)	100.00
	Total Dept 297.000 - PARKING LOT & MALL	0.00	100.80	100.80	(100.80)	100.00
Department: 441.000 DEPARTMENT OF PUBLIC WORKS						
661-441.000-600.000	GENERAL FUND RENTALS	0.00	1,750.41	725.64	(1,750.41)	100.00
	Total Dept 441.000 - DEPARTMENT OF PUBLIC WORKS	0.00	1,750.41	725.64	(1,750.41)	100.00
Department: 444.000 ALLEYS & SIDEWALKS						
661-444.000-600.000	GENERAL FUND RENTALS	0.00	164.55	100.80	(164.55)	100.00
	Total Dept 444.000 - ALLEYS & SIDEWALKS	0.00	164.55	100.80	(164.55)	100.00
Department: 463.000 MAINTENANCE						
661-463.000-600.000	GENERAL FUND RENTALS	0.00	551.68	0.00	(551.68)	100.00
	Total Dept 463.000 - MAINTENANCE	0.00	551.68	0.00	(551.68)	100.00
Department: 477.000 TRUNKLINE MAINTENANCE						
661-477.000-600.000	GENERAL FUND RENTALS	0.00	790.02	183.16	(790.02)	100.00
	Total Dept 477.000 - TRUNKLINE MAINTENANCE	0.00	790.02	183.16	(790.02)	100.00
Department: 564.000 TRANSMISSION-MAINS						
661-564.000-600.000	GENERAL FUND RENTALS	0.00	1,549.13	204.00	(1,549.13)	100.00
	Total Dept 564.000 - TRANSMISSION-MAINS	0.00	1,549.13	204.00	(1,549.13)	100.00
Department: 567.000 BROOKSIDE CEMETERY						
661-567.000-600.000	GENERAL FUND RENTALS	0.00	765.38	580.50	(765.38)	100.00
	Total Dept 567.000 - BROOKSIDE CEMETERY	0.00	765.38	580.50	(765.38)	100.00
Department: 751.000 RECREATION DEPT. EXPENSES						
661-751.000-600.000	GENERAL FUND RENTALS	0.00	352.80	201.60	(352.80)	100.00
	Total Dept 751.000 - RECREATION DEPT. EXPENSES	0.00	352.80	201.60	(352.80)	100.00
Department: 756.000 RIVER PARK & GROUNDS						
661-756.000-600.000	GENERAL FUND RENTALS	0.00	650.25	0.00	(650.25)	100.00
	Total Dept 756.000 - RIVER PARK & GROUNDS	0.00	650.25	0.00	(650.25)	100.00
	Revenues	87,000.00	7,259.84	2,096.50	79,740.16	8.34
Account Category: Expenditures						
Department: 000.000 NON-DEPARTMENTAL						
661-000.000-702.000	SALARIES & WAGES	7,500.00	333.90	0.00	7,166.10	4.45
661-000.000-709.000	SOCIAL SECURITY	500.00	25.25	0.00	474.75	5.05
661-000.000-715.000	RETIREMENT	0.00	8.78	0.00	(8.78)	100.00
661-000.000-717.000	RETIREMENT	750.00	117.20	0.00	632.80	15.63
661-000.000-725.000	WORKER COMP. INSURANCE	400.00	325.36	0.00	74.64	81.34

REVENUE AND EXPENDITURE REPORT FOR CITY OF SCOTTVILLE

Balance As of 08/31/2023

23-24 Amended Budget

YTD Balance 08/31/2023

Activity For 08/31/2023

Available Balance 08/31/2023

% Bdg't Used

GL Number	Description	23-24 Amended Budget	YTD Balance 08/31/2023	Activity For 08/31/2023	Available Balance 08/31/2023	% Bdg't Used
Fund: 661 MOTOR POOL FUND						
Account Category: Expenditures						
Department: 000.000 NON-DEPARTMENTAL						
661-000.000-774.000	FUEL	30,000.00	0.00	0.00	30,000.00	0.00
661-000.000-775.000	REPAIR & MAINTENANCE SUPPLIES	25,000.00	167.94	0.00	24,832.06	0.67
661-000.000-801.050	AUDIT	1,000.00	0.00	0.00	1,000.00	0.00
661-000.000-935.000	INSURANCE & BONDS	9,500.00	4,032.25	0.00	5,467.75	42.44
661-000.000-943.000	EQUIPMENT RENTAL	0.00	584.82	0.00	(584.82)	100.00
661-000.000-981.700	CAPITAL OUTLAY	100,000.00	0.00	0.00	100,000.00	0.00
661-000.000-982.100	CAPITAL OUTLAY DPW 4 X 4	100,000.00	0.00	0.00	100,000.00	0.00
Total Dept 000.000 - NON-DEPARTMENTAL		274,650.00	5,595.50	0.00	269,054.50	2.04
Expenditures		274,650.00	5,595.50	0.00	269,054.50	2.04
Fund 661 - MOTOR POOL FUND:						
TOTAL REVENUES		87,000.00	7,259.84	2,096.50	79,740.16	
TOTAL EXPENDITURES		274,650.00	5,595.50	0.00	269,054.50	
NET OF REVENUES & EXPENDITURES:		(187,650.00)	1,664.34	2,096.50	(189,314.34)	
Report Totals:						
TOTAL REVENUES - ALL FUNDS		2,577,251.00	192,719.06	72,426.84	2,384,531.94	
TOTAL EXPENDITURES - ALL FUNDS		2,627,550.00	148,566.32	35,438.28	2,478,983.68	
NET OF REVENUES & EXPENDITURES:		(50,299.00)	44,152.74	36,988.56	(94,451.74)	

2

Clerks Report

8/10/23

Each Commissioner will receive an updated printing of our code of ordinances at their place setting. This is to be used as reference for the duration of your time on the board and returned upon your departure from the city. The upcoming Mason County Clerks Association meeting will discuss shared polling location for 9 days early voting brought forth by prop 22-2. Working on September newsletter, and annual audit preparations. For information on "Fall Fest" (9/16/23) contact the Chamber Alliance at 845-0324.

Client Authorization to Bind Coverage

Upon careful consideration of Gallagher's proposal dated 07/31/2023, GFS accepts the following coverage(s). Please check appropriate coverage(s) and note any coverage amendments below:

ACCEPT / REJECT COVERAGE	COVERAGE/CARRIER
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject Coverage \$3M USD Limit <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject Coverage \$2M USD Limit <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject Coverage \$1M USD Limit TRIA/Terrorism Non-Applicable to Coverages	\$3M USD Public Officials Liability with Employment Practice Liability and Educators Legal Liability Included as part of Professional Governmental Underwriters (PGU) Greenwich Insurance Company (Writing Paper) AXA XL SA Parent Company Coverage Effective: August 1, 2023-2024 Year.

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

Coverage Amendments and Notes:

Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your

City of Scottville, MI
Public Officials Liability



relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By: _____
Jimmy Newkirk – City Manager
City of Scottville, MI

Date: _____

City of Scottville, MI Public Officials Liability Comparison



Coverage Details:	Michigan Municipal Risk Management Authority (Pool) Eff: 07/01/2023-2024 Year	Professional Governmental Underwriters, LLC Eff: 08/01/2023-2024 Year A.M. Best Rating: A+ XV
Public Officials Management Limit	\$10,000,000 USD No Side A Coverage - Wrongful Acts Only	
Employment Practice Liability (includes 3rd Party Coverage)	\$0	\$3,000,000 USD
Educators Legal Liability	\$0	\$3,000,000 USD
Defense in Addition to Limit	No	Yes
Broad Definition of Wrongful Act including Personal Injury	No	Yes
Retro-Active Date:	No	Full Prior Acts Coverage
Non-Monetary Coverage-Defense Only Limit & Aggregate Non-Monetary Coverage-Defense Only Retention	No	\$50,000 USD Each Claim Limit / \$100,000 USD Aggregate Limit \$50,000 USD Retention
Crisis Management	\$0	\$25,000 USD
Program Form:	Claims Made and Reported Form	Claims Made and Reported Form
Revenues:	\$2,259,445	\$2,259,445
Non-Auditable Annual Premium:	\$4,261.00	\$4,245.00

PGU Provided Options for Various Limits:
\$1M USD, \$2M USD & \$3M USD

AJG Marketing Summary/Overview (Public Officials Liability Coverage)

Marketing – Public Officials Liability

AIG – no formal response received from AIG.

Chubb Insurance Company – cannot compete with terms, conditions and pricing of PGU/Greenwich.

C N A – declined due to class of business (city).

Fortegra – declined as unable to compete due to class of business.

Intact – declined due to nature of operations.

PGU (Greenwich) – quoted. Offered three limit options.

RSUI – declined to quote unable to compete against PGU/Greenwich.

Travelers – declined – cannot compete against PGU/Greenwich terms & conditions.

Zurich – declined unable to compete against PGU/Greenwich.

**PUBLIC OFFICIALS LIABILITY AND
EMPLOYMENT PRACTICES LIABILITY
INSURANCE COVERAGE FORM**

TABLE OF CONTENTS

Page No.

A.	INSURING AGREEMENTS.....	3
1.	Public Officials Liability	3
a.	Public Officials Wrongful Acts Coverage	3
b.	Non-Monetary Relief - Defense Only Coverage	3
2.	Employment Practices Liability and Third Party Liability Coverage.....	3
3.	Public Officials Crisis Management Coverage.....	3
4.	Supplemental Payments	3
B.	DEFENSE AND SETTLEMENT	4
C.	LIMITS OF LIABILITY / RETENTIONS	4
1.	Public Officials Liability	4
2.	Employment Practices Liability and Third Party Liability	4
3.	Policy Aggregate	5
4.	Public Officials Crisis Management Coverage.....	5
5.	Multiple Insuring Agreements	5
6.	Retention	5
D.	EXCLUSIONS	5
E.	DEFINITIONS	8
F.	CONDITIONS.....	15
1.	Other Insurance:	15
2.	Cooperation:	15
3.	Subrogation:.....	15
4.	Extended Reporting Period:	15
5.	Notice; Timing; and Interrelationship of Claims:	16
6.	Notice of Crisis Management Expenses; Inspection of Property:	17
7.	Cancellation; No Obligation to Renew:	17
8.	Representations:	17
9.	Separation of Insureds; Protection of Innocent Insureds:	17

10.	No Action against Us:	18
11.	Insolvency of Insured:.....	18
12.	Non-Accumulation of Limits:.....	18
13.	Territory:	18
14.	Authorization and Notices:	18
15.	Changes:	18
16.	Assignment:	18
17.	Entire Agreement:	19
18.	Choice of Law:	19
19.	Premium:	19
20.	Conformity to Statute:	19
21.	Headings:	19

PUBLIC OFFICIALS LIABILITY AND EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and what is not covered. Throughout the Policy the words "You" and "Your" refer to the **Named Insured**. The words "We", "Us", "Our" and the "Company" refer to the Company providing this insurance.

This Policy is incomplete unless the Declarations and all applicable forms and endorsements are attached. Words and phrases that appear in bold have special meaning and are defined in Section E. **DEFINITIONS**. Singular words shall include the plural, and plural words shall include the singular.

A. INSURING AGREEMENTS

Subject to the Limits of Liability set forth in the Declarations, and all other terms and conditions of this Policy, **We** agree as follows:

1. Public Officials Liability

a. **Public Officials Wrongful Acts Coverage**

We will pay on behalf of an **Insured Loss** that the **Insured** becomes legally obligated to pay as a result of a **Claim** first made against an **Insured** during the **Policy Period** or applicable Extended Reporting Period for a **Public Officials Wrongful Act** occurring on or after the **Retroactive Date** and before the end of the **Policy Period**.

b. **Non-Monetary Relief - Defense Only Coverage**

We will reimburse **Defense Expenses** incurred by an **Insured** in connection with a **Claim** exclusively seeking **Non-Monetary Relief** at all stages of the **Claim**, where such **Claim** is first made against an **Insured** during the **Policy Period** or applicable Extended Reporting Period for a **Public Officials Wrongful Act** occurring on or after the **Retroactive Date** and before the end of the **Policy Period**.

2. Employment Practices Liability and Third Party Liability Coverage

We will pay on behalf of an **Insured Loss** that the **Insured** becomes legally obligated to pay as a result of a **Claim** first made against an **Insured** during the **Policy Period** or any applicable Extended Reporting Period for an **Employment Practices Wrongful Act** or **Third Party Wrongful Act** occurring on or after the **Retroactive Date** and before the end of the **Policy Period**.

3. Public Officials Crisis Management Coverage

We will pay on behalf of an **Insured** those **Crisis Management Expenses** incurred by the **Insured** in response to a **Public Crisis Event** first taking place during the **Policy Period** and reported to **Us** in accordance with Section F.6 of this Policy.

4. Supplemental Payments

We will pay on behalf of an **Insured**, in addition to the Limits of Liability set forth in the Declarations, all reasonable expenses incurred by the **Insured** at **Our** request to assist **Us** in the investigation or defense of any **Claim**, including actual loss of earnings of any **Insured**, because of time off from work; provided that the most **We** will pay will be \$500 per day, per **Insured**. Such "expenses" shall not include salaries paid to **Your Employees**.

For purposes of this Section, a **Claim** will be deemed to have been made when an **Insured** receives notice of the **Claim**.

B. DEFENSE AND SETTLEMENT

1. **We** will have the right and duty to defend any **Claim** made against an **Insured** for a **Wrongful Act** covered under Insuring Agreements A.1.a. or A.2., even if the allegations of such **Claim** are groundless, false or fraudulent. **We** will have no obligation to pay any **Loss** or **Defense Expenses**, or to defend any **Claim** after the applicable Limit of Liability set forth in Item 3. of the Declarations has been exhausted.
2. For any **Claim** **We** defend under Section B.1., **We** will have the right to make investigations, conduct negotiations and enter into the settlement of any such **Claim** as **We** deem appropriate, with the consent of the **Insured**. If the **Insured** refuses to consent to a settlement acceptable to the claimant in accordance with **Our** recommendation, then, subject to the applicable Limit of Liability, **Our** liability for such **Claim** will not exceed:
 - a. The amount for which such **Claim** could have been settled by **Us** plus **Defense Expenses** up to the date the **Insured** refused to settle such **Claim**; plus
 - b. Sixty percent (60%) of any **Loss** or **Defense Expenses** in excess of the amount in Section B.2.a. above, incurred in connection with such **Claim**.
3. It shall be the duty of the **Insured**, and not **Us**, to defend any **Claim** covered under Insuring Agreement A.1.b. The **Insured** shall have the right to select defense counsel for the investigation and defense of any such **Claim**, subject to **Our** consent and approval, which shall not be unreasonably withheld.
4. **We** shall have no duty to continue to reimburse **Defense Expenses** after the applicable Limit of Liability for **Claims** arising under Insuring Agreement A.1.b. has been exhausted by the reimbursement of **Defense Expenses**.

C. LIMITS OF LIABILITY / RETENTIONS

Regardless of the number of **Claims**, **Insureds** or claimants, **Our** liability under this Policy is limited as follows:

1. Public Officials Liability
 - a. The amount set forth in Item 3.(a) of the Declarations is the most **We** will pay for all **Loss** in excess of the Retention set forth in Item 4. of the Declarations resulting from each **Claim** covered under Insuring Agreement A.1.a. The payment of **Defense Expenses** shall be in addition to, and will not reduce, the applicable Limits of Liability.
 - b. The amount set forth in Item 3.(b)(1) of the Declarations is the most **We** will reimburse for all **Defense Expenses** in excess of the Retention set forth in Item 4.(b) of the Declarations resulting from each **Claim** covered under Insuring Agreement A.1.b.
 - c. The amount set forth in Item 3.(b)(2) of the Declarations is the most **We** will reimburse for all **Defense Expenses** in excess of the Retention set for in Item 4.(b) of the Declarations resulting from all **Claims** covered under Insuring Agreement A.1.b.
2. Employment Practices Liability and Third Party Liability

The amount set forth in Item 3.(c) of the Declarations is the most **We** will pay for all **Loss** resulting from each **Claim** covered under Insuring Agreement A.2. The payment of **Defense Expenses** shall be in addition to, and will not reduce, the applicable Limits of Liability.

3. Policy Aggregate

The amount set forth in Item 3.(d) of the Declarations is the most **We** will pay for all **Loss** resulting from all **Claims** covered under Insuring Agreements A.1.a. and A.2., and for all **Defense Expenses** resulting from all **Claims** covered under Insuring Agreement A.1.b.

4. Public Officials Crisis Management Coverage

In addition to the Policy Aggregate Limit of Liability, the amount set forth in Item 3.(e) of the Declarations is the most **We** will pay for all **Crisis Management Expenses** resulting from all **Public Crisis Events** covered under Insuring Agreement A.3.

5. Multiple Insuring Agreements

If a **Claim** covered under Insuring Agreement A.1.b. subsequently becomes a **Claim** for both monetary and **Non-Monetary Relief** covered under Insuring Agreements A.1.a. or A.2., such **Claim** shall become subject to the increased Retention and Limit of Liability applicable to Insuring Agreement A.1.a. or A.2., whichever is higher. **Defense Expenses** incurred in connection with such **Claim** shall be applied against the applicable Retention and shall reduce the applicable Limit of Liability.

6. Retention

Our obligation to pay or reimburse **Loss** or **Defense Expenses** under this Policy will only be in excess of the applicable Retention set forth in Item 4. of the Declarations. **We** will have no obligation to pay all or any portion of any Retention amount on behalf of any **Insured**, although **We** may, at **Our** sole discretion, advance such amount, in which event the **Insureds** agree to repay any amounts so advanced upon written request.

D. EXCLUSIONS

This Policy shall not apply to any **Claim** arising from or relating to:

1. The performance of any willful misconduct or dishonest, fraudulent, criminal or malicious act, error or omission by an **Insured**; the willful violation by an **Insured** of any law, statute, ordinance, rule or regulation; or an **Insured** gaining any profit, remuneration or advantage to which such **Insured** is not legally entitled.

Notwithstanding the above, **We** will defend the **Insured** or pay or reimburse **Defense Expenses** in connection with a **Claim** otherwise covered by this Policy until and unless the **Insured** admits, is adjudged or is otherwise proven to have committed any act, error or omission subject to this exclusion, in which case the **Insured** shall reimburse **Us** for any **Defense Expenses** advanced to or paid on behalf of such **Insured**.

2. **Loss** or **Defense Expenses** covered under Insuring Agreements A.1.a. or A.2., if Insuring Agreement A.1.b. also applies.
3. A **Claim**, other than one alleging an **Employment Practices Wrongful Act**, that is brought by, on behalf of, or in the name or right of **You** or any of **Your** duly elected, appointed or employed directors, officers, or officials, or any member of a commission, board or other unit operated by **You** and under **Your** jurisdiction, and within the apportionment of **Your** operating budget in the **Application**; provided that this exclusion shall not apply to a cross-claim or third-party complaint arising from a **Claim** made against such director, officer, official, or member that is otherwise covered under this Policy. Notwithstanding the above, this exclusion shall also not apply to a **Claim** brought by a former director, officer, official, or member who has not served in that capacity for at least three (3) years prior to the date such **Claim** is first made and where such **Claim** is brought

and maintained without the support, solicitation, assistance, participation or intervention of the **Named Insured** or an **Insured** not otherwise subject to this exception.

4. An actual or alleged violation of the Fair Labor Standards Act, the National Labor Relations Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act, any workers' compensation, unemployment insurance, social security, or disability benefits law, other similar provisions of any federal, state or local statutory or common law or any rules or regulations promulgated under any of the foregoing; provided that this exclusion shall not apply to the extent that a **Claim** for an **Employment Practices Wrongful Act** alleges retaliatory action by an **Insured** in response to an **Employee's** exercise of rights under such statute or law.
5. Damage to, destruction of or loss of use of tangible property, **Bodily Injury**, corporal punishment, sickness, disease or death.
6. Emotional distress, mental anguish or humiliation not arising from an **Employment Practices Wrongful Act** or **Third Party Wrongful Act**.
7. **Sexual Abuse and Molestation**, including the allowance of or failure to prevent, stop, detect or reveal **Sexual Abuse and Molestation**.
8. The actual, alleged or threatened exposure to, or generation, storage, transportation, discharge, emission, release, dispersal, seepage, migration, release, growth, infestation, spread, escape, treatment, removal or disposal of, any **Pollutant**, or any regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any **Pollutant**, or any action taken in contemplation or anticipation of any such regulation, order, direction or request.
9. A **Benefit Plan Act**, provided that this exclusion shall not apply to any **Claim** for actual or alleged retaliation with regards to benefits paid or payable. **We** will defend a **Claim** otherwise subject to this exclusion subject to a \$25,000 Limit of Liability for all **Defense Expenses** in excess of the applicable Retention set forth in Item 4. of the Declarations. **Defense Expenses** payable under this section are part of and not in addition to the applicable Limits of Liability set forth in Item 3. of the Declarations, and payment of such **Defense Expenses** by **Us** will reduce such Limits of Liability.
10. An **Insured's** liability under a contract or agreement, other than a manual of employment policies or procedures issued by **You**, unless such liability would have attached in the absence of such express contract or agreement. This exclusion shall not apply to the payment of **Defense Expenses** incurred in connection with a **Claim** for an **Employment Practices Wrongful Act** in the form of an actual or alleged breach of a contract to commence or continue employment with **You**.
11. A failure to obtain, implement, effect, comply with, provide notice under or maintain insurance, reinsurance, self-insurance, suretyship or bond.
12. Facts, circumstances, situations, transactions, events or **Wrongful Acts**:
 - a. Underlying or alleged in any mediation, arbitration, grievance proceeding, litigation or administrative or regulatory proceeding brought prior to and/or pending as of the Inception Date set forth in Item 2. of the Declarations:
 - (1) to which an **Insured** is or was a party; or
 - (2) with respect to which an **Insured**, as of the Inception Date set forth in Item 2. of the Declarations, knew or should reasonably have known that an **Insured** would be made a party thereto;

- b. Which was the subject of any notice given prior to the Inception Date set forth in Item 2. of the Declarations under any other policy of insurance or plan or program of self-insurance; or
- c. Which was the subject of any **Claim** made prior to the Inception Date set forth in Item 2. of the Declarations.

If, however, this Policy is a renewal of one or more policies issued by **Us** or an affiliate to **You**, and such coverage was in effect without interruption from the Inception Date of the first such policy to the Inception Date of this Policy, the reference in this exclusion to the Inception Date will be deemed to refer instead to the Inception Date of the first policy under which **We** or an affiliate began to provide **You** with the continuous and uninterrupted coverage of which this Policy is a renewal.

- 13. A lockout, strike, picket line, hiring of replacement workers, riot or civil commotion, or other similar actions in connection with labor disputes or labor negotiations.
- 14. The activities of an **Insured** as a law enforcement officer, police officer, police department or other law enforcement unit or agency; the operation of any jail cell, holding cell, detention or lock-up facility of any kind; or the activities of an **Insured** charged with the power to arrest, detain or interrogate another person, or to seize or confiscate the property of any individual or entity; provided; however; that this exclusion shall not apply to **Claims** arising out of the administrative functions or activities of an **Insured** in the enforcement of **Your** municipal code, laws or regulations, including but not limited to, the issuance of citations, fines, warnings, notices of violation, the issuance or denial of licenses or permits, or the inspection of property or buildings, by persons authorized to conduct such functions or activities on **Your** behalf. This exclusion shall also not apply to any **Claim** by or against a law enforcement officer or police officer in their capacity as an **Employee** under this Policy, for an **Employment Practices Wrongful Act**.
- 15. The operation of the laws and principles of eminent domain, condemnation, inverse condemnation, temporary or permanent taking, adverse possession or dedication by adverse use; however, **We** will defend such **Claim** subject to a \$50,000 Limit of Liability for all **Defense Expenses** in excess of the applicable Retention set forth in Item 4. of the Declarations. **Defense Expenses** payable under this section are part of and not in addition to the applicable Limits of Liability set forth in Item 3. of the Declarations, and payment of such **Defense Expenses** by **Us** will reduce such Limits of Liability.
- 16. The Securities Act of 1933, the Securities Exchange Act of 1934, any state "blue sky" law, or any other federal, state or local securities law, or any rule or regulation promulgated under any of the foregoing; or any provision of the common law imposing liability in connection with the offer, sale or purchase of securities.
- 17. The sale or offering of securities by **You**, whether or not such securities are exempt from registration by the SEC; **Your** actual or proposed filing for an Initial Public Offering; or a debt offering or debt financing, including but not limited to bonds, notes, debentures and guarantees of debt.
- 18. Tax credits or tax incentives or the application thereof; the formulation of tax rates; the assessment, appraisal or valuation of property; the assessment of taxes or other fees; the collection of taxes, fees or other amounts; and the disbursement of tax refunds.
- 19. War, whether or not declared, or any act or condition incidental to war, including civil war, insurrection, rebellion or revolution; or **Terrorism**.
- 20. Construction, architectural, engineering, procurement, security or other professional services, including any contract or agreement pertaining to such services.

21. Legal services including those services performed by any individual as a lawyer, arbitrator, mediator, title agent, notary public, administrator, conservator, receiver, executor, guardian, trustee or in any other fiduciary capacity.
22. **Crisis Management Expenses** arising from any **Public Crisis Event** based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:
 - a. War, whether or not declared, or any act or condition incidental to war, including civil war, **Terrorism**, insurrection, rebellion or revolution;
 - b. Actual or attempted suicide;
 - c. Actual or attempted kidnapping or extortion;
 - d. Acts, whether intentional or not, by members of the **Victim's** immediate family members or members of the **Victim's** household; or
 - e. The activities of any person as a law enforcement officer, police officer, correctional officer, member of a police department or other law enforcement unit or agency; or the activities of any person charged with the powers to arrest, detain or interrogate another person, seize or confiscate the property of any individual or entity.

E. DEFINITIONS

Whenever used in this Policy, the term:

1. **Application** means all Applications submitted to **Us**, including any and all attachments and other materials submitted to **Us** in connection with the underwriting of this Policy or for any other policy of which this Policy is a renewal.
2. **Benefit Plan Act** means a **Claim** alleging liability under a pension, profit sharing, welfare benefit or other employee benefit program established in whole or part for the benefit of an **Insured**, or based upon, arising out of or in any way involving the Employee Retirement Security Act of 1974 (except Section 510 thereof) or any amendments thereto or regulations promulgated thereunder or similar provisions of any federal, state or local law or common law.
3. **Bodily Injury** means physical injury, sickness or disability of a person, including mental incapacity or death resulting from any of these at any time.
4. **Business Invitee** means a natural person, solely in their capacity as one who is invited to enter into and remain on any **Premises** for a purpose directly or indirectly connected with **Your** business or commercial dealings therein. A Business Invitee does not include a trespasser or any person who enters any **Premises** without **Your** knowledge or permission, or any **Employee**, student or minor.
5. **Claim** means:
 - a. A written demand for monetary damages or **Non-Monetary Relief**;
 - b. A written request to toll or waive any statute of limitations, or to waive any contractual time bar, relating to a potential suit against an **Insured** for a **Wrongful Act**;
 - c. A civil proceeding in a court of law or equity, including any appeal therefrom, which is commenced by the filing of a complaint, motion for judgment, or similar proceeding;
 - d. A criminal proceeding that is commenced by the return of an indictment or similar document;

- e. An administrative or regulatory proceeding or investigation, including a proceeding brought by or before the Equal Employment Opportunity Commission or similar state or local agency, commenced by the filing of a notice of charges, formal order of investigation or similar document; or
- f. An arbitration proceeding or other alternative dispute resolution proceeding, to which the **Insured** must submit or does submit with **Our** consent.

Claim shall not include any labor grievance, arbitration or other proceeding brought pursuant to a collective bargaining agreement.

6. **Crisis Management Expenses** means **Public Relations Expenses, Travel/Printing Expenses, Family Travel Expenses** and **Post-Crisis Expenses**; provided, however, that Crisis Management Expenses shall not include:

- a. **Your** overhead expenses or any salaries, wages, fees or benefits of **Employees**;
- b. The cost of medical, psychiatric or counseling services, even if provided by a **Crisis Management Firm**; or
- c. Any fees or expenses related to civil, administrative or criminal investigations, proceedings or litigation.

7. **Crisis Management Firm** means a public relations firm, Crisis Management Firm or law firm hired or appointed by **You** to perform Crisis Management Services in connection with a **Public Crisis Event**. It shall be the duty of the **Insured** to select and retain the Crisis Management Firm.

8. **Defense Expenses** means reasonable legal fees and expenses **We** incur for the investigation, defense and appeal of a **Claim** by attorney(s) retained by **Us**, as well as all other fees, costs or expenses resulting from the investigation, adjustment, defense and appeal of such **Claim** by **Us**, or by **You** with **Our** prior, written consent. **Defense Expenses** does not include any expenses incurred by **You** prior to the date a **Claim** is first reported to **Us**, nor does it include the time and expense incurred by **You** in resolving a **Claim**, including but not limited to the costs of **Your** in-house counsel.

9. **Emergency Response Plan** means:

- a. A formal written and adopted public safety and crisis response manual that details **Your** policies and procedures in the event of an **Public Crisis Event**; or
- b. In the absence of such formal written manual, any applicable federal, state or local law, ordinance or statute that authorizes **You** to take emergency action or specifically describes the **Your** obligations in the event of a public emergency.

10. **Employee** means the following natural persons, but only for **Wrongful Acts** committed while acting within the scope of employment for **You**:

- a. Full-time, part-time, seasonal and temporary **Employees**; and
- b. All persons who perform services for **You** on a volunteer basis and under **Your** direction and control.

Employee shall not include persons providing services to **You** under a mutual aid agreement or any similar agreement.

11. **Employment Practices Wrongful Act** means any of the following, when alleged by any of **Your** past or present **Employees** or any applicant for employment with **You**, in connection with that person's actual or proposed employment relationship with **You**:
- a. Wrongful dismissal, discharge or termination of employment, whether actual or constructive;
 - b. Harassment (including sexual harassment whether "quid pro quo," hostile work environment or otherwise);
 - c. Discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy or disability or any basis prohibited by federal, state or local laws;
 - d. Breach of any manual of employment policies or procedures issued to the **Insureds** by **You**;
 - e. Retaliatory action in response to that **Employee's**:
 - (1) disclosure or threat of disclosure of any act by an **Insured** alleged to be a violation of any federal, state, local or foreign law, common or statutory, or any rule or regulation promulgated thereunder;
 - (2) actual or attempted exercise of any right that **Employee** has under law;
 - (3) filing of any **Claim** under the Federal False Claims Act or any other federal, state, local or foreign "whistleblower" law;
 - f. Misrepresentation, libel, slander, humiliation, defamation, invasion of privacy, infliction of emotional distress or mental anguish;
 - g. Wrongful failure to employ or promote, wrongful deprivation of career opportunity, including tenure, wrongful demotion or evaluation or wrongful discipline; or
 - h. Breach of a contract to commence or continue employment with **You**.

An Employment Practices Wrongful Act shall not include a **Public Officials Wrongful Act**.

12. **Family Travel Expenses** means reasonable and necessary expenses incurred by any natural or adoptive parent, legal guardian, spouse, or child of a **Victim** within thirty (30) days after a **Public Crisis Event** to travel to the location of the **Public Crisis Event**, so long as the **Public Crisis Event** took place on an official trip sponsored by **You**. For the purpose of this definition, coach air transportation or ground transportation and standard class hotel accommodations shall be deemed reasonable expenses.

13. **Insured** means:

- a. **You**;
- b. **Your** past, present or future duly elected, appointed or employed officials, directors, officers, or members of commissions, boards or other units operated by **You** and under **Your** jurisdiction, within the apportionment of **Your** operating budget in the **Application**; provided that an Insured shall not include the following boards, commissions or units, or any officials, directors, officers, members or **Employees** thereof: schools, airports, transit authorities, hospitals, nursing homes, housing authorities, port authorities or any type of utility companies, unless otherwise provided in an Endorsement attached hereto;

c. **Employees;**

- d. Persons providing services to **You** under a mutual aid or similar agreement that is disclosed on the **Application**, but solely while acting in that capacity; however, such persons are not Insureds with respect to **Claims** for **Employment Practices Wrongful Acts** or **Third Party Wrongful Acts**;
- e. In the event of the death, incapacity or bankruptcy of a natural person Insured, such Insured's estate, heirs, legal representatives or assigns, but only in connection with a **Claim** for an alleged **Wrongful Act** by such natural person Insured; and
- f. The lawful spouse or domestic partner of any individual Insured identified in the paragraphs above, but only with respect to liability arising out of **Wrongful Acts** committed by such individual, and provided that such spouse or domestic partner is represented by the same counsel as such individual with respect to any **Claim**.

14. **Loss** means damages, pre-judgment interest, post-judgment interest, front pay and back pay, judgments, settlements, punitive or exemplary damages where insurable under applicable law or other amounts that an **Insured** is legally obligated to pay as a result of a **Claim**.

Loss will not include:

- a. **Defense Expenses;**
- b. **Non-Monetary Relief;**
- c. Any amount representing the value of diminished or lost retirement, health care or other benefits;
- d. Fines, taxes, penalties;
- e. The cost of disaster response activities conducted by the **Insured** as required by the Federal Emergency Management Agency (FEMA);
- f. Amounts due under any contract to commence, continue or separate from employment with **You**, including but not limited to the value of any compensation or employment benefits lost, or the cost of specific performance in connection with any such contract; or
- g. The multiplied portion of a multiple damages award; provided that Loss will include any multiplied damages awarded pursuant to the Age Discrimination in Employment Act or the Equal Pay Act ("Specified Multiplied Damages") that an **Insured** is obligated to pay as a result of a **Claim**, but only if such Specified Multiplied Damages are insurable under applicable law.

For the purpose of determining the insurability of punitive damages, exemplary damages or Specified Multiplied Damages under this Policy, the laws of the jurisdiction most favorable to the insurability of such damages shall control, provided that such jurisdiction:

- (1) is the location of the court which awarded or imposed such punitive or exemplary damages or Specified Multiplied Damages;
- (2) is where **You** are incorporated or otherwise organized or has a place of business; or
- (3) is where **We** are incorporated or have **Our** principal place of business.

15. **Named Insured** means the public entity set forth in Item 1. of the Declarations.

16. **Non-Monetary Relief** means relief or redress in any form other than compensatory or monetary damages, including: the costs of complying with any injunctive, declaratory or equitable relief, remedy or order; the costs of compliance with the Americans with Disabilities Act or any similar provisions of federal, state or local statutory or common law; and any award of claimant's or plaintiff's attorneys fees or costs, whether or not provided for by statute, but only with respect to **Claims** seeking such Non-Monetary Relief. Non-Monetary Relief shall not include the cost of disaster response activities conducted by the **Insured** as required by the Federal Emergency Management Agency (FEMA).
17. **Personal Injury** means the following, when alleged against an **Insured** by an entity or a person who is not a past or present **Insured**, or applicant for employment with the **Insured**, libel, slander, or other defamation; invasion of privacy, false arrest, erroneous service of process, wrongful detention or imprisonment, malicious prosecution, wrongful entry or eviction, subject to Exclusion D.14., infringement of copyright or trademark, or other unauthorized use of title, or plagiarism or misappropriation of ideas.
18. **Policy Period** means the period from the Inception Date of this Policy set forth, in Item 2. of the Declarations, to the Expiration Date of this Policy set forth in Item 2. of the Declarations, or to any earlier cancellation date of this Policy.
19. **Pollutant** means any of the following:
- a. Smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials (including medical or pharmaceutical supplies and materials which are intended to be or have been recycled, reconditioned or reclaimed) or other irritants, Pollutants or contaminants;
 - b. Mold(s), mildew(s), fungi and/or spore(s); or any materials, goods or products containing, harboring or nurturing any such mold(s), mildew(s), fungi and/or spore(s);
 - c. Lead, silica or asbestos, whether or not airborne as a particle, contained in or formed as part of a product, structure or other real or personal property, ingested or inhaled or transmitted in any fashion, or found in any form whatsoever; or
 - d. Nuclear reaction, radioactive contamination or any radiation of any kind, including but not limited to nuclear radiation and electromagnetic radiation.
20. **Post-Crisis Expenses** means reasonable costs incurred by **You** within sixty (60) days after a **Public Crisis Event** to purchase equipment or make property improvements that are not covered by other insurance and that relate directly to the security of **Your Premises** and may assist in prevention or mitigation of future **Public Crisis Events**.
21. **Premises** means the following, if located in the continental United States:
- a. A building, facility or other real property including adjoining ways, which **You** own, rent or lease and is used by **You** to conduct **Your** business, including administration, maintenance and recreational facilities;
 - b. A building, facility, or other real property being visited by **Your** elected, appointed or employed officials, directors, officers, members of commissions, boards or other units operated by **You** and under **Your** jurisdiction, or **Employees**, on an official business trip on **Your** behalf;

- c. A vehicle that **You** own or lease pursuant to a written contract, but solely if being used in the transportation of **You** elected or appointed or employed officials, directors, officers, members of commissions, boards or other units operated by **You** and under **Your** jurisdiction, or **Employees**.

Premises does not include any location for an event independently organized by **Employees** or others without **Your** knowledge or approval.

22. **Public Crisis Event** means:

- a. A violent act of a criminal nature taking place on **Your Premises** that causes **Bodily Injury** to a **Victim**; or
- b. A credible threat communicated to **You** of a violent act of a criminal nature taking place on **Your Premises** which **You** reasonably believe may imminently cause **Bodily Injury** to a **Victim**;

in response to which **You**: (1) implement **Your Emergency Response Plan**; (2) contact federal, state or local police authorities for assistance; and (3) invoke an emergency succession plan due to **Bodily Injury** to a **Victim**, or the credible threat thereof.

Public Crisis Events involving a sequence or series of related violent acts or threats will be deemed to have taken place at the time the first violent act began or threat occurred. Continuous or repeated exposure to substantially the same acts or threats, regardless of how many **Victims** by the same perpetrator, or two or more perpetrators acting in concert, shall be considered one Public Crisis Event.

23. **Public Officials Wrongful Act** means:

- a. An actual or alleged act, error, omission, misstatement, misleading statement or breach of duty, including any **Personal Injury**, by any **Insured**, if committed in the performance of his or her duties for **You**;
- b. An actual or alleged violation of civil rights protected under 42 USC § 1981 et seq., or any similar federal, state or local law, by any **Insured**, if committed in the performance of his or her duties for **You**;
- c. Any matter claimed against an **Insured** solely by reason of his or her status as an **Insured** during the **Policy Period**, if committed in the performance of his or her duties for **You**; or
- d. Any actual or alleged act, error, omission, misstatement, misleading statement or breach of duty by a natural person **Insured** while serving, at the direction or request of **You**, in his or her capacity as a board member or committee member of a not-for-profit organization, other than **You**, which is exempt from taxation under Section 501(c) (3) of the Internal Revenue Code, as the same may be amended from time to time, at **Your** direction or request.

Coverage available pursuant to subsection d. shall be excess of and not contribute with any other insurance plan or program of self-insurance carried by such not-for-profit corporation, and any contribution or indemnification to which a natural person **Insured** is entitled from such not-for-profit organization.

A **Public Officials Wrongful Act** shall not include an **Employment Practices Wrongful Act** or a **Third Party Wrongful Act**.

24. **Public Relations Expenses** means the reasonable and necessary fees and expenses incurred by **You** in response to a **Public Crisis Event**, within one hundred twenty (120) days after such **Public Crisis Event** took place, for services performed by a **Crisis Management Firm** to minimize potential harm to **Your** name or reputation as a result of such **Public Crisis Event**, including but not limited to maintaining and restoring public confidence in **You** and providing advice to **Insureds**.
25. **Related Claims** means all **Claims** based upon, arising out of, resulting from, or in any way involving the same or related facts, circumstances, situations, transactions or events or the same or related series of facts, circumstances situations, transactions or events, whether related logically, casually or in any other way. All Related Claims will be deemed to be a single **Claim** for purposes of Section **C. LIMITS OF LIABILITY / RETENTIONS** and **F. CONDITIONS**, Item 5. Notice; Timing; and Interrelationship of Claims.
26. **Retroactive Date** means the applicable date set forth in Item 7. of the Declarations.
27. **Sexual Abuse and Molestation** means any actual or alleged conduct, physical act, gesture or spoken or written word of a sexual nature directed by an **Insured**, or by any person for whom an **Insured** is legally responsible, toward any person under the care, custody or control of any **Insured**, including without limitation any actual, alleged or threatened sexual intimacy (even if allegedly consensual), sexual molestation, sexual assault or battery, exploitation or any other sexual act.
28. **Terrorism** means "Certified Acts" as defined by the Terrorism Risk Insurance Act of 2002, or any subsequent amendments or reauthorizations of such Act (TRIA).
29. **Third Party Wrongful Act** means any of the following, when alleged against an **Insured** by **Your Business Invitee** or by a third party individual (other than another **Insured**, student or minor) with whom an **Insured** interacts outside of the **Premises** for the purpose of conducting official business on **Your** behalf:
- a. Harassment (including sexual harassment);
 - b. Discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy or disability or any basis prohibited by federal, state or local laws; or
 - c. Invasion of privacy.
- A Third Party Wrongful Act shall not include a **Public Officials Wrongful Act**.
30. **Travel/Printing Expenses** means reasonable and necessary expenses incurred by **You** in response to a **Public Crisis Event** within one hundred twenty (120) days after such **Public Crisis Event** took place for printing, advertising, mailing materials, or travel by any **Insured** or the **Crisis Management Firm** in connection with such **Public Crisis Event**.
31. **Victim** means:
- a. An elected, appointed or employed officials, directors, officers, members of commissions, boards or other units operated by **You** and under **Your** jurisdiction;
 - b. A **Business Invitee**; or
 - c. An **Employee**;
- who sustain(s) a **Bodily Injury**.

Victim shall not include independent contractors or subcontracted personnel working on the **Premises** or any person who has or is alleged to have made any attempt at, or knowingly participated in, or encouraged any **Public Crisis Event**.

32. **Wrongful Act** means any **Public Officials Wrongful Act, Employment Practices Wrongful Act** or **Third Party Wrongful Act**.

F. CONDITIONS

1. Other Insurance:

Insurance provided under this Policy will be excess of and will not contribute with other valid and collectible insurance, including but not limited to any insurance under which there is a duty to defend, unless such other insurance is specifically stated to be in excess of this Policy by reference in such other policy to the Policy number of this Policy. This Policy will not be subject to the terms of any other insurance.

In the event that coverage is available for a **Claim** under any other insurance policy that applies to **Claims** for **Bodily Injury, Personal Injury** or property damage, **We** will have no duty to defend such **Claim**, or to pay any **Defense Expenses** incurred by **You** or on **Your** behalf, or to contribute to or reimburse **Defense Expenses** incurred by such other insurance policy in connection with such **Claim**.

2. Cooperation:

In the event of a **Claim**, the **Insured** will provide **Us** with all information, assistance and cooperation that **We** reasonably request, and will do nothing that may prejudice **Our** position or potential or actual rights of recovery. The **Insured** shall not make any payment, admit any liability, settle any **Claim**, assume any obligation, or incur any expense without **Our** consent. At **Our** request, the **Insured** will assist in any actions, suits, or proceedings, including but not limited to attending hearings, trials and depositions, securing and giving evidence, and obtaining the attendance of witnesses, and will also assist in making settlements.

3. Subrogation:

We will be subrogated to the extent of any payment **We** make under this Policy to all of the rights of recovery of the **Insured**. The **Insured** will execute all papers and do everything necessary to secure such rights, including the execution of any documents necessary to enable **Us** effectively to bring suit in their name. The obligations of the **Insured** under this condition will survive the expiration or cancellation of the Policy.

4. Extended Reporting Period:

- a. If this Policy is cancelled or non-renewed for any reason other than nonpayment of premium, the **Named Insured** will have the right to:

- (1) a seventy-five (75) day Automatic Extended Reporting Period, beginning on the effective date of such cancellation or non-renewal, for no additional premium charge; and
- (2) to purchase an Additional Extended Reporting Period, beginning on the effective date of the cancellation or non-renewal, for an additional premium; provided that the **Named Insured** elects to purchase the Additional Extended Reporting Period in writing and provides **Us** any additional premium due within thirty (30) days of the effective date of cancellation or non-renewal, subject to the available options as set forth in subparagraph c.

- b. The coverage otherwise afforded by this Policy will be extended to apply to **Loss** or **Defense Expenses** from **Claims** first made during the Extended Reporting Period, but only if such **Claims** are for **Wrongful Acts** committed on or after the **Retroactive Date** and before the end of the **Policy Period**. An Extended Reporting Period does not increase or reinstate any Limit of Liability and may only be effective if all premiums and retentions due under the Policy have been paid. The Automatic Extended Reporting Period shall not become effective if the **Insured** procures replacement coverage. Once purchased, the Extended Reporting Period may not be canceled and the premium shall be deemed fully earned.
- c. Additional Extended Reporting Period Options:
 - (1) a one (1) year extended reporting period for an additional premium of seventy percent (70%) of the Premium set forth in Item 6. of the Declarations;
 - (2) a two (2) year extended reporting period for an additional premium of one hundred percent (100%) of the Premium set forth in Item 6. of the Declarations; or
 - (3) a three (3) year extended reporting period for an additional premium of one hundred and fifty percent (150%) of the Premium set forth in Item 6. of the Declarations.

5. **Notice; Timing; and Interrelationship of Claims:**

- a. As a condition precedent to any right to payment under this Policy, the **Insured** must give **Us** written notice of such **Claim**, with full details, as soon as practicable after any of **Your** public officials or administrators becomes aware of such **Claim** and in no event later than seventy-five (75) days after the expiration of the **Policy Period**.
- b. If, during the **Policy Period**, the **Insured** first becomes aware of any **Wrongful Act** that may subsequently give rise to a **Claim** and, as soon as practicable thereafter but before the expiration or cancellation of this Policy:
 - (1) gives **Us** written notice of such **Wrongful Act**, including a description of the **Wrongful Act** in question, the identities of the potential claimants, the consequences which have resulted or may result from such **Wrongful Act**, the damages that may result from such **Wrongful Act** and the circumstances by which the **Insured** first became aware of such **Wrongful Act**; and
 - (2) requests coverage under this Policy for any subsequently resulting **Claim** for such **Wrongful Act**;then **We** will treat any such subsequently resulting **Claim** as if it had been first made during the **Policy Period**.
- c. All notices under this condition must be sent in writing to the address or email address set forth in Item 5. of the Declarations.
- d. All **Related Claims** will be treated as a single **Claim** made when the earliest of such **Related Claims** was first made, or when the earliest of such **Related Claims** is treated as having been made in accordance with Condition 5.b., whichever is earlier.

6. **Notice of Crisis Management Expenses; Inspection of Property:**

- a. As a condition precedent to coverage under Insuring Agreement A.3. of this Policy, **You** must notify **Us** in writing as soon as practicable during the **Policy Period**, but in no event more than ten (10) days after the **Public Crisis Event** first took place. The written notice must be as complete as possible, stating how, when, and where the **Public Crisis Event** took place and the **Bodily Injury** or damage arising therefrom, and providing a summary of the **Crisis Management Expenses** incurred or expected to be incurred.
- b. To be eligible for coverage, **Crisis Management Expenses** must be submitted to **Us** no later than ninety (90) days after such **Crisis Management Expenses** are incurred.
- c. **We** will be permitted, but not obligated, to inspect **Your** property and operations and to review the **Emergency Response Plan** at any time, upon reasonable notice. Neither **Our** right to make such inspection or review nor the making of any such inspection or review shall constitute an undertaking on behalf of or for the benefit of the **Insured** or others to determine or warrant that such property and operations are safe or that the **Emergency Response Plan** is adequate, effective or legal.

7. **Cancellation; No Obligation to Renew:**

- a. **We** may not cancel this Policy except for **Your** failure to pay a premium when due. **We** will deliver or mail by first class, registered or certified mail to **You** at **Your** last known address, written notice of cancellation at least twenty (20) days before the effective date of cancellation. Such notice shall state the reason for cancellation. A copy of such notice shall be sent to the agent of record.
- b. **You** may cancel this Policy by mailing to **Us** written notice stating when, not later than the Expiration Date set forth in Item 2. of the Declarations, such cancellation will be effective. In such event, return premium will be computed as 0.90 times the pro rata unearned premium shown in Item 6. of the Declarations and rounded to the nearest whole dollar. Premium adjustment may be made either at the time that cancellation by **You** is effective or as soon as practicable thereafter. If the Policy Aggregate Limit of Liability, as set forth Item 3.(d) of the Declarations, is exhausted by the payment of **Loss** or **Defense Expenses**, the entire premium will be deemed fully earned.
- c. **We** will not be required to renew this Policy upon its expiration. If **We** elect not to renew this Policy, **We** will deliver or mail by first class, registered or certified mail to **You** at **Your** last known address, written notice to that effect at least sixty (60) days before the Expiration Date set forth in Item 2. of the Declarations. Such notice shall state the specific reason(s) for non-renewal. A copy of such notice shall be sent to the agent of record.

8. **Representations:**

The **Named Insured** represents that the statements contained in the **Application** are true, accurate and complete, and agrees that this Policy is issued in reliance upon the truth thereof, which are deemed to be incorporated into and to constitute a part of this Policy.

9. **Separation of Insureds; Protection of Innocent Insureds:**

- a. In the event of any material untruth, misrepresentation or omission in connection with any of the particulars or statements in the **Application**, this Policy will be void:
 - (1) with respect to any natural person **Insured** who knew of such untruth, misrepresentation or omission; and

(2) with respect to **You**, if, and only if, **Your** elected or appointed official, or the highest ranking member of any of **Your** boards, commissions or units, or any other person in a functionally equivalent position, knew of such untruth, misrepresentation or omission.

b. No act, error or omission of any **Insured** will be imputed to any other **Insured** to determine the application of any exclusion set forth in Section **D. EXCLUSIONS** of this Policy. If it is determined that an exclusion applies to an **Insured** in connection with a **Claim**, no coverage shall be available under this Policy for such **Insured**, however, coverage shall continue in effect under this Policy for any other **Insured**, subject to all other terms, conditions, and exclusions herein.

10. **No Action against Us:**

a. No action may be taken against **Us** unless, as conditions precedent thereto, there has been full compliance with all of the terms of this Policy and the amount of the **Insured's** obligation to pay has been finally determined either by judgment against the **Insured** after adjudicatory proceedings, or by written agreement of the **Insured**, the claimant and **Us**.

b. No person or entity will have any right under this Policy to join **Us** as a party to any **Claim** to determine the liability of any **Insured**; nor may **We** be impleaded by an **Insured** or his, her or its legal representative in any such **Claim**.

11. **Insolvency of Insured:**

We will not be relieved of any of **Our** obligations under this Policy by the bankruptcy or insolvency of an **Insured**.

12. **Non-Accumulation of Limits:**

If coverage is provided under this Policy and any other policy or policies underwritten or reinsured by **Us** to **You**, the maximum amount payable in the aggregate under this Policy and all such other policies shall not exceed the single highest Limit of Liability available under all such policies. Only one retention or deductible will apply, which shall be the retention or deductible corresponding to the Limit of Liability applied to the **Claim**.

13. **Territory:**

This Policy applies to **Wrongful Acts** committed by an **Insured**, or to any **Claim** brought against an **Insured**, anywhere in the world.

14. **Authorization and Notices:**

The **Insureds** agree that **You** will act on their behalf with respect to receiving any notices and return premiums from **Us**.

15. **Changes:**

This Policy contains all the agreements between any and all **Insureds** and **Us** concerning this insurance. The **Named Insured** is authorized on behalf of all **Insureds** to make changes in the terms of this Policy with **Our** consent. This Policy's terms can be amended or waived only by endorsement issued by **Us** and made part of this Policy.

16. **Assignment:**

No assignment of interest under this Policy will bind **Us** without **Our** consent.

17. **Entire Agreement:**

The **Insured** agrees that this Policy, including the **Application** and any endorsements, constitutes the entire agreement between every **Insured** and **Us** or any of **Our** agents relating to this insurance.

18. **Choice of Law:**

All matters arising hereunder, including but not limited to questions related to the validity, interpretation, performance and enforcement of this Policy, shall be determined in accordance with the law and practice of the State of New York, notwithstanding New York's conflicts of law rules.

19. **Premium:**

The **Named Insured** shall be responsible for payment of all premiums and will be the payee of any return premium. The Policy premium may be changed at any time if the Policy terms and conditions are changed by, among other things, adding additional insureds, changing limits of liability or extending the **Policy Period**. The **Named Insured** or its designee agrees to pay all increased premiums promptly in accordance with the Company's invoices.

20. **Conformity to Statute:**

All terms of this Policy that conflict with any applicable laws or regulations are hereby amended to conform to such laws or regulations.

21. **Headings:**

The descriptions in the headings and sub-headings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.

In witness whereof, the Insurer has caused this Policy to be executed on the Declarations Page.



July 31, 2023

Professional Governmental Underwriters (PGU)
Greenwich Insurance Company
Seaview House 70 Seaview Avenue
Stamford, CT 06902

**RE: City of Scottville, MI
Public Officials Liability – No Known Loss Letter**

TO WHOM IT MAY CONCERN:

Please be advised that as of the date of this correspondence, July 31, 2023, we are not aware of any facts or circumstances, which may reasonably be expected to result in any claim(s) or loss of any kind whatsoever for the past seven years. This letter also serves as representation that it is my corporate responsibility to know of any circumstances which may lead or give rise to a claim or loss. Further, it is understood PGU (Greenwich) relies upon the accuracy of the information stated above.

On behalf of the City of Scottville, MI

Sincerely,

Jimmy Newkirk
City of Scottville, MI
City Manager



Insurance Quote

Dear: Jill Kizyma, AJG - St. Clair Shores

Date: Jul 27, 2023

Attached please find Carrier quotation RPS has secured on your behalf for the below mentioned risk.

Please review the attached and below carefully as coverage described herein may be different from the original application submitted, or prior policy if applicable.

Insured: City of Scottville
Insured ID: 75541572

RPS Reference #: 5977395A

Mailing Address: 105 Main Street Scottville, MI 49454

Physical Address: 105 Main Street, Scottville, MI 49454

Carrier: Greenwich Insurance Company / Admitted

AM Best Rating: A+ XV

Policy Period: 8/1/2023 to 8/1/2024

Coverage: Directors & Officers - For Profit

TIV: per Carrier terms attached

Limit: per Carrier terms attached

Rate: per Carrier terms attached

Policy Premium:	\$4,000.00
Fees (fully earned):	Carrier Policy Fee \$245.00
	Broker Fee - RPS \$250.00

Taxes:

Home State:	MI
TOTAL:	\$4,495.00

THE PREMIUM ABOVE DOES NOT INCLUDE TERRORISM COVERAGE. IF THE INSURED ELECTS TO PURCHASE TERRORISM COVERAGE THE ADDITIONAL PREMIUM WILL BE PLUS TAX OF .

Commission: 10%
Gross Commission: 15%

Minimum Earned Premium:

Conditions/Subjectivities: per Carrier terms attached

Please note:

- You are responsible for reviewing and explaining the coverage to the client, including any options, available or not from our office. The terms hereon are not fully described and no assumption should be made as to the adequacy of the coverage of the risk to the client.
- You are not an Agent of the insurer, and as such, cannot bind coverage nor make any commitments on behalf of the

- insurer, nor of us. This policy cannot be assigned to another without the written consent of the insurer or their Agent.
- Insurance companies will not approve binding until all subjectivities (except inspections) have been received and accepted.
 - This document is a representation of the Carrier's quotation and is subject to all premiums, limits, terms, conditions and exclusions as set forth by the carrier.
 - If this policy is issued on a non-admitted basis, your office is responsible for completing, collecting and delivery to RPS any required surplus lines forms, taxes and fees from the insured at time of Binding. RPS will remit the applicable taxes and forms to the state. If this policy is subject to the surplus lines laws in your state, you should make every effort to comply with any special provisions and regulations of your state.
 - You are responsible for the issuance and review of Certificates of Insurance (COI). COIs cannot amend or alter the terms provided herein.
 - All premiums and any fees are due to RPS within 20 days of binding unless otherwise stipulated. Accounts with payments that are overdue and are not received within this time frame are subject to cancellation.
 - By binding you commit to any provisions contained hereon, such as Minimum Earned Premiums. There are no flat cancellations allowed.

Please advise in writing if you would like to bind coverage per the attached terms and conditions. Should you have any questions please give us a call. Thank you for the opportunity to work on your business!

Sincerely,
Alex Kant
Risk Placement Services, Inc. - Executive Lines
Phone: (312) 803-6351
Email: alex_kant@rpsins.com



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Glen Allen, VA 23060
Toll Free: 800-586-6502

www.pgui.com
Fax: 804-272-7852

Public Officials Management & Employment Practices Liability

Date: 07/27/2023

To: Kunal Mallik
Risk Placement Services - Chicago
Email: Kunal_Mallik@rpsins.com

From: Will Shumadine
Phone: 804-272-9210
Email: wshumadine@pgui.com

Proposed Insured: City of Scottville
105 Main Street
Scottville, MI 49454

Application #: APP85226103

Thank you very much for your submission. Based upon the information received and subject to the limitations outlined below, we are pleased to offer the following:

QUOTATION

Coverage: See coverage form PGU POL 2001 (04/2017) for terms, conditions and limitations

Form: Claims Made

Retro Date: Follows Expiring Policy

Insurer Information: Greenwich Insurance Company
A member of the AXA XL Group of Companies
Best Rating: A+
Admitted Insurer

Filings / Taxes: Not Applicable

Commission: 15.00%

Quotation / Indication valid until: 8/1/2023

If we are offering coverage on a surplus lines basis, the agent is responsible for handling of filings unless we note otherwise on this quotation. If we have provided terms using bid specifications or an application other than ours, the quote is subject to change pending review of a completed and signed PGU application.

Public Officials Management & Employment Practices Liability

Proposed Insured: City of Scottville

Terms	Limits	Retentions each claim including LAE	Premium
Public Officials Management	\$1,000,000	\$50,000	\$2,061.00
Employment Practices Liability	\$1,000,000	\$50,000	Included
Policy Aggregate	\$1,000,000		
Non-Monetary Coverage - Defense Only	\$50,000	\$50,000	Included
Non-Monetary Coverage - Defense Only Aggregate	\$100,000		
Crisis Management	\$25,000	\$5,000	Included
Features/Enhancements			
Punitive Damages		See Retentions Above	Included
Personal Injury		See Retentions Above	Included
Third Party Wrongful Acts		See Retentions Above	Included
Back Pay / Front Pay		See Retentions Above	Included
Loss of Earnings		See Retentions Above	Included
Optional Increased Limits			Additional Premium
	2,000,000 CSL		\$1,300.00
	3,000,000 CSL		\$639.00
	4,000,000 CSL		N/A
	5,000,000 CSL		N/A
Premium, Fees and Taxes			
	Total Premium:		\$4,000.00
	Policy Fee :		\$245.00
	 Total Cost:		 \$4,245.00
Comments:			
<p>By purchasing this coverage, you will have the opportunity to register for our PGU Employer Resource Center that provides unlimited, specific, documented, and confidential advice from employment law attorneys. It also provides on-line training courses, including sexual harassment prevention, available for both supervisors and employees. As well as, on-line tools; a state-specific employee handbook builder, forms, posters, news, and more.</p>			

Public Officials Management & Employment Practices Liability

Proposed Insured: City of Scottville

SUBJECTIVITIES - WE MUST BE PROVIDED WITH THESE ITEMS BEFORE COVERAGE CAN BE BOUND:

Name, e-mail address, and phone number of Insured contact for PGU Employer Resource Center. ✓

Receipt of currently valued, company issued loss runs for the last 5 years. If unavailable, provide a statement on the entity's letterhead attesting to claims experience for the period. Quote is subject to change or withdrawal pending review. ✓

Reminders:

A written request is required to bind coverage.

Backdating of coverage is not allowed.

See attached Coverage Features attachment for additional information.

Limits, retentions, terms and conditions quoted do not necessarily match those requested.

This proposal contains a brief outline of coverages to be included in any policy that may be issued in the future.

This is only a summary and the Terms and Conditions of any policy will take precedence over any proposal.

Minimum Earned Premium is the GREATER of \$1,500 or 25% of annual premium.

We will not cancel flat after inception date.

Engineering Fee is non-refundable.

Applicable Forms: (Other forms may apply. Consult Underwriter for details.)

PN MI 01 09 09	Notice to Michigan Exempt Commercial Policyholders
PGU POL 2000 08 19	Public Officials and Employment Practices Liability Declarations
IL MP 9104 0314 GIC 03 14	In Witness
PGU 2002 04 17	Schedule of Policy Forms and Endorsements
PGU POL 2001 04 17	Public Officials and Employment Practices Liability Insurance Policy
PGU 1052 (POL) 04 17	Minimum Earned Premium Upon Cancellation
PGU 1133 01 22	US Professional Indemnity - Cyber Exclusion
PN CW 01 01 22	Notice to Policyholders - Fraud Notice
PN CW 02 01 19	Notice to Policyholders - Privacy Policy
PN CW 05 05 19	Notice to Policyholders - U.S. Treasury Department's Office of Foreign Assets Control ("OFAC")



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Public Officials Management & Employment Practices Liability


Coverage Features: 

Defense in Addition to the Limit (unless otherwise endorsed)	✓
D&O/E&O/EPL coverage form	✓
Sublimit for Defense for Non-Monetary Claims	✓
Modified Consent to Settle (soft hammer) Clause with only 40% co-insurance requirement for insured	✓
Intentional/Criminal Acts Exclusion to include defense reimbursement until final favorable adjudication	✓
Business Invitee (Third Party) Liability covering Emotional Distress, Sexual Harassment, Discrimination and other allegations	✓
Broad definition of Loss including Back & Front Pay and Punitive Damages with a most favorable venue up to policy limit	✓
Broad definition of Wrongful Act including Personal Injury	✓
Broad definition of Claim including coverage for regulatory proceedings, arbitration hearings and EEOC hearings (subject to exclusions)	✓
Eminent Domain and Inverse Condemnation defense carve-back sublimit	✓
75-day mini-tail at no cost	✓
Bi-Lateral ERP options of 1, 2 and 3 years	✓
Sub-Limit for Crisis Management	✓
Sub-limit for Wage & Hour (FLSA)	Available by Endorsement
Sub-Limit for Fiduciary Liability	Available by Endorsement
Defense Only Reimbursement Coverage for Breach of Contract	Available by Endorsement
24/7 Toll-free and on-line access to Employer HELPLINE for employment law and HR support	✓

This document is intended to summarize key coverage features generally available. It does not summarize your quotation/indication. Please review the entire quotation/indication, policy form and endorsements for specific details.

Professional Governmental Underwriters | 4870 Sadler Road, Suite 102, Glen Allen, VA 23060

Toll Free: 800-586-6502 | www.pgui.com



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Employers are provided valuable services and will be personally introduced to the following:

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- + Live and recorded topical webinars, many with CE credits for HR personnel
- + A state-specific employee handbook and policy building tool and online training courses
- + Proactive regulatory updates based on each user's selected preferences
- + Dedicated relationship managers that can help you take full advantage of these benefits

CITY OF SCOTTVILLE
COUNTY OF MASON, MICHIGAN

At a regular meeting of the City Commission of the City of Scottville held at the Scottville City Hall, 105 Main Street, Scottville, Michigan, within the City, on 14th day of August, 2023, at 6p.m. Local Time.

The following Ordinance was offered by _____ and was supported by Member _____.

ORDINANCE NO. 23-01

**AN ORDINANCE TO AMEND TITLE XV, SECTION 151.02 OF THE SCOTTVILLE
CODE OF ORDINANCES RELATING TO THE INTERNATIONAL PROPERTY
MAINTENANCE CODE**

[Amendment to add revisions to the Property Maintenance Code]

THE CITY OF SCOTTVILLE (the "City") ORDAINS:

Section 1. Amendment of Title XV, Section 151.02 of the Scottville Code of Ordinances. Title XV, Section 151.02 of the Scottville Code of Ordinances (the "City Code"), entitled "Revisions to Code," is hereby amended to read in its entirety as follows:

The International Property Maintenance Code (hereinafter the "Code") is hereby amended and revised to be implemented in the City of Scottville as follows:

(A) **Jurisdiction.** Section 101.1 of the Code is hereby amended to state "the City of Scottville" as the name of the jurisdiction.

(B) **Code Official.** Section 103.2 of the Code is hereby amended to read in its entirety as follows:

"103.2 Appointment. The Code Official shall include the following: the official responsible for enforcement of the Building Code in the City of Scottville; an official/agent appointed by resolution of the City Commission for ordinance enforcement; the Chief of Police for the City or his/her designee in writing; and the City Manager or his/her designee in writing, each of whom shall have all of the powers afforded to the Code Official; provided, however, the City Manager, Chief of Police or their designees shall not exercise those powers with respect to matters governed by the Michigan Building, Plumbing, Mechanical, or Electrical Code, unless such official or designee is qualified to enforce such codes."

(C) **Fees.** Section 103.5 of the Code is hereby amended to read in its entirety as follows:

“**103.5 Fees.** Any fees for services and activities associated with enforcement of this code shall be established by resolution of the Scottville City Commission from time to time.”

(D) **Penalties.** Section 106.4 of the Code is hereby amended to read in its entirety as follows:

“**106.4 Violation; Penalties.** Any person who shall violate a provision of this Code, or fail to comply therewith, or with any of the requirements thereof, shall be responsible for a municipal civil infraction pursuant to Section 10.99 of the City of Scottville Code of Ordinances for which the fine shall be not less than \$100, nor more than \$500 for the first offense, and not less than \$500, nor more than \$1,000 for subsequent offenses in the discretion of the Court, and the City shall in addition be entitled to recover its actual costs of prosecution. Such remedies shall be in addition to all other costs, damages, expenses, and other remedies provided by law. Each day that violation continues shall be deemed a separate offense.”

(E) **Appeal Body.** Section 111.1 of the Code is hereby amended to read in its entirety as follows:

“**111.1 Application for Appeal.** Any person directly affected by a decision of the Code Official or a notice or order issued under this Code shall have a right to appeal to the City Zoning Board of Appeals, which shall serve as the Board of Appeals under this Code, provided that a written appeal is filed within 20 days after the date of the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of the Code or the rules legally adopted thereunder has been incorrectly interpreted, the provisions of the Code do not fully apply, or the requirements of the Code are adequately satisfied by other means.”

(F) **Appeals.** Sections 111.2, 111.2.1, 111.2.2, 111.2.2, 111.2.3, 111.2.4 and 111.2.5 of the Code are deleted in their entirety.

(G) **Stop Work Violation.** Section 112.4 of the Code is hereby amended to read in its entirety as follows:

“**112.4 Failure to Comply.** Any person who shall violate any stop work order shall be subject to punishment as provided in Sections 106.4 and 106.5 above.”

(H) **Height of Weeds.** Section 302.4 of the Code is hereby amended by inserting “Six inches” into said section.

(I) **Window Screens.** Section 304.14 of the Code is hereby amended by inserting “April 1 – November 1” into said section.

(J) **Heat Supply - Residential.** Section 602.3 of the Code is hereby amended by inserting “September 1 – May 31” into said section.

(K) **Heat Supply - Work Spaces.** Section 602.4 of the Code is hereby amended by inserting “September 1 – May 31” into said section.

Section 2. Severability. The terms and provisions of this Ordinance shall be deemed to be severable, and should any section, clause or provision hereof be declared to be invalid, the same shall not affect the validity of any other section, clause, or provision of the ordinance, if the same may be given effect without the provisions thus declared to be invalid.

Section 3. Repeal. All resolutions or ordinances, and parts thereof, which are in conflict, in whole or in part, with any of the provisions of this Ordinance are hereby repealed.

Section 4. Effective Date; Publication. This Ordinance shall become effective fifteen days after its adoption, but not before its publication pursuant to Section 7.18 of the City Charter, by making copies of the Ordinance available for inspection by, and distribution to, the public and by publishing notice of the printing and availability before the effective date herein.

The vote to adopt this Ordinance was as follows:

YEAS:

NAYS:

ABSENT/ABSTAIN:

THE ORDINANCE IS DECLARED TO BE DULY ADOPTED.

Kelse Lester, Clerk
City of Scottville

STATE OF MICHIGAN)

) ss.

COUNTY OF MASON)

I, the undersigned, the duly qualified and acting Clerk of the City of Scottville, Mason County, Michigan, do hereby certify that the foregoing is a true and copy of an ordinance adopted by the City Commission at a regular meeting on the ____ day of _____, 2023, 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 Michigan, 1976, as amended, including in the case of a special or rescheduled meeting, notice by posting at least eighteen (18) hours prior to the time set for the meeting.

IN WITNESS WHEREOF, I have hereto affixed my official signature on this ____ day of _____, 2023.

Kelse Lester, Clerk
City of Scottville

Ordinance introduced:

Description published:

Ordinance adopted:

Ordinance effective:

**IPMC BOARD OF APPEALS
APPLICATION FOR APPEAL**

City of Scottville
105 N. Main St
Scottville, MI 49454

Property Information

Owner Name _____

Address _____ Parcel # _____

Applicant Information

Name _____

Relationship to Property _____

Phone _____

Inspection Information

Date of Inspection/Violation (attach report or warning letter) _____

Is this appeal timely filed? (Within 20 days of inspection/warning) Yes No

List Contested Violations

State Basis for Appeal

By signing this application, I am verifying the information provided is, to the best of my knowledge, accurate and I am the property owner, the owner's agent, or have some other authority to submit the appeal application.

Applicant Signature _____ **Date** _____

APPEAL INSTRUCTIONS

Application and basis for appeal

- An application to appeal a violation listed on the inspection report/warning letter, a stop work order, or an emergency measure is to the IPMC Board of Appeals.
- The application must state a basis for the appeal. The basis of the appeal must be that the “true intent of this code or the rules legally adopted pursuant to this code have been incorrectly interpreted; the provisions of this code do not fully apply; or the requirement of this code are adequately satisfied by other means.” International Property Maintenance Code 111.1
- Incomplete or illegible applications will not be processed.
- Applications must be submitted in person by the person appealing the inspections report/warning letter.
- Attach a \$_____ nonrefundable application fee to your appeal.
- If necessary, attach additional pages and supporting documentation to this application. Keep a copy of all documents submitted. The board will not consider any documentation at the hearing not submitted with the application.

Time

- Applications must be submitted within 20 days of the inspection report/warning letter.
- If you fail to submit a timely appeal, you waive any right to appeal the violation to the Board of Appeals.

Hearing

- The City will provide you with a date of hearing when the board will review the appeal. This date will be within 20 days of filing the appeal.
- You will be given an opportunity to be heard at the appeal.
- A copy of the International Property Maintenance Code and Hearing Rules of Procedure are available for review at City Hall (105 N. Main St.).
- You have the burden of proof at the hearing.