

CITY OF SCOTTVILLE
COMMISSION MEETING AGENDA
1576th Regular Meeting
Monday, September 9, 2024
Senior Center 140 S. Main St. Scottville MI 49454

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 1575th Regular Meeting Minutes
- B. Approval of Bills \$107,760.18

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- Transmittal of MCRFA Financial Audit Report

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. DDA Purchase Agreement Update/Fee Discussion
- b. Introduction of Ordinance 24-01 to Amend Chapter 153 Code of Ordinances- In Home Occupation

11. New Business

- a. Disc Golf Organization Agreement
- b. Gateway to Success/SRO Agreement
- c. Request to Speak in Memory of the 9/11/01 & Twin Towers Tragedy

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 1574th Regular Commission meeting of the Scottville City Commission
held at Scottville Area Senior Center 140 S. Main St on August 12th, 2024.

Called to order at 6pm by Mayor Marcy M. Spencer.

Present at Roll Call:

Copenhaver

Jensen

Seiter

Spore

Thue

Wyman

Mayor Spencer

Also in attendance: Interim City Manager Goodlein, Attorney Nettleton, Police Chief Skinner &
Clerk Lester

Additions/Deletions to Agenda- None

Approval of Agenda

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

Motion carried.

Approval of Consent Agenda

Motion, by Seiter support from Spore to approve the consent agenda as presented.

Motion carried.

Public Comment (*Agenda Items Only, 2 minutes*)-

Tom Rotta

Correspondence- Authorization to Pave Alley W/O Commission Approval (Memo via CM in Packet)

Department Reports

- a. City Manager- Pre meeting notes provided.
- b. Police Department- Statistical report provided.
- c. Mayor- N/A
- d. Attorney- N/A
- e. Treasurer/Clerk- N/A
- f. DPW- Goodlein noted staff was currently at Brookside Cemetery regarding infrastructure damage incurred during the recent storms.
- g. Assessor- N/A
- h. Committee Reports-
 - Ordinance
 - Personnel
 - Finance
 - Mason County Commissioner Representative-
Hull offered the CHILL application process has begun, with the potential of an additional \$200,000 being awarded through the State of Michigan. Possible purchase of land
- i. MCRFA Representative- N/A

- j. DDA Representative- Knowles offered the Board entered into a contract with Engineers to begin the outside work at the Optimist building/Band Shell. He took the opportunity to thank the Commission for being so accommodating during this process.

Unfinished Business

a. Stallion Tracks, Purchase Agreement

Goodlein provided he met with Barnett as directed by commission, the two reached an agreement on purchase price. Action to be taken under the next item.

b. Stallion Tracks, LLC Sale of Surplus Property and Alley Vacation

1. *Resolution 24-12- Approval of the sale of surplus real property within the city, approving sale price and authorizing execution of documents to complete transaction.*

Motion, by Seiter with support from Wyman to approve Resolution 24-12 as presented.

Roll Call Vote

Yes: MS, AS, DC, RW, RJ, ET & DS No/Absent/Abstain: None

Motion carried.

2. Resolution 24-13- Approval to vacate a portion of the alley abutting the South side of 145 S. Main St and a portion of the alley abutting the West side of 145 S. Main St.

Motion, by Seiter with support from Wyman to approve Resolution 24-13 as presented.

Roll Call Vote

Yes: MS, AS, DC, RW, RJ, ET & DS No/Absent/Abstain: None

Motion carried.

c. Notice of Loss/Invoice to Norlund & Associates Update

Goodlein presented a second invoice that was sent to Norlund & Associates to recoup costs of damages rendered during the Memorial Day weekend, water main rupture. No action taken-

New Business

a. Tree Cutting Request

Three quotes obtained by DPW staff from local companies for the removal of two trees located on city property: 107 W Broadway & 201 Fifth St.

Motion, Spore with support from Jensen to accept the bid for removal of two city owned trees submitted by Extreme Trees, LLC.

Motion carried.

b. Request to Close Personnel Committee Meetings to Public/Employees

Discussion with Goodlein, Commission and legal representation on closing Personnel Committee Meetings to the Public and Employees to maintain privacy under HIPPA laws and during the establishment of municipal policy, while adhering to OMA law. Nettleton will research this issue and provide written legal counsel at the next regular meeting. No action taken.

Public Comment-

Susan Evans

Commissioner Comment- None

Adjournment-

Motion, by Wyman with support from Spore to adjourn.

Motion Carried 6:43pm.

Kelse Lester, Clerk

Aaron Seiter, Mayor-Pro Tem

SCOTTVILLE INVOICE REGISTER FOR CITY OF SCOTTVILLE

EXP CHECK RUN DATES 08/27/2024 - 09/09/2024

POSTED AND UNPOSTED

OPEN AND PAID - CHECK TYPE: PAPER CHECK

Invoice Number	Vendor Name	Description	Bank Account	Inv Amt
5903	WEST MI CRIMINAL JUSTICE TRAINING	TRAINING	POOL	145.00
6803	C-N-C ELECTRIC	LIFT STATION	POOL	1,668.30
20145358983	CONSUMERS ENERGY	103 N MAIN	POOL	148.52
24185233	PLUMMER'S ENVIRONMENTAL SERVICES	STORM BASIN CLEAN OUT	POOL	2,206.90
5254663	GALLAGHER RISK MANAGEMENT SERVICES, LLC	INSURANCE	POOL	4,363.00
LIGHTS	CONSUMERS ENERGY	LIGHTS	POOL	4,648.15
8-27-2024	GOODLEIN, CLARENCE	POSTAGE	POOL	9.85
9-25-24	CONSUMERS ENERGY	LIGHTS	POOL	347.53
1350863	STRONG INDUSTRIAL SUPPLY	DPW SUPPLIES	POOL	10.56
91468	LARSON'S ACE HARDWARE	RIVERSIDE PARK	POOL	5.52
25100335666	CARTER LUMBER	REPAIR WORK	POOL	19.96
241744	EARLEPRESS INC	BOAT ENVELOPES	POOL	394.67
7054,7053	ZIEHM L.P. GAS	PROPANE	POOL	846.11
1248238,1248272	BRICKLEY DELONG	AUDIT	POOL	19,130.00
1105	AM CUSTON CREATION LLC	DPW SHIRTS	POOL	260.00
551-642191	STATE OF MI -MI STATE POLICE	TOKEN FEE	POOL	33.00
9-4-2024	TNT ENTERPRIZE	MOWING	POOL	2,090.50
16910	PARTS PLUS OF MASON COUNTY	REPAIRS MCPHAIL	POOL	7.47
2024-034, 2024-033	MASON COUNTY TREASURER	LIFT STATION, SEWER PROJECT	POOL	71,263.14
I38745	CARIBOU SERVICES INC	PORTA JON RIVERSIDE	POOL	115.00
24 AUG CRT058	DRUG SCREENS PLUS	DRUG TESTING	POOL	47.00
Report Total:				107,760.18

CITY OF SCOTTVILLE
MEMORANDUM

Date: September 09, 2024

To: Mayor Spencer and City Commissioners

From: Clarence E. Goodlein, Interim City Manager

Subject: Activity of City Administration

Since the last meeting of the City Commission, City Administration has engaged in the following activities.

- Continuation of the ongoing analysis of the City's financial vitality and development of a report that discusses current and future revenue and expense as well as their relationship with goals and objectives that improve City government's operation and that enhances live-ability in the community.
- Initiation of planning that will provide for the efficient implementation of the watermain replacement project schedule for CY2025 & CY2026.
- Discussion with the Department of Public Works concerning infrastructure needs and problems posed by the increasing number of diseased and dangerous trees on City property.
- Meeting with the Downtown Development Association concerning their plan to obtain a vendor for work on their property near their bandshell.
- Implementation of new procedures concerning banking and the reconciliation of daily receivables.
- Meetings with the Zoning Administrator and developers concerning ongoing and proposed projects as well as site-plan amendments.
- Telephone meetings with consultants and the State of Michigan Land Bank Authority concerning the status of the City's grant application for renovation of a downtown business.
- Discussion with staff and planning concerning the Children's Christmas Parade and Celebration

COMMISSION MEETING 9/9/2024

ATTENDED MEETINGS: FALL CELEBRATION

GRANTS: STILL WAITING ON A RESPONSE FROM FIREHOUSE SUBS FOR AN AED GRANT.

TRAINING: OC INSTRUCTOR TRAINING, FALL FIREARMS QUALIFICATION, TASER INSTRUCTOR TRAINING, NASRO SRO TRAINING.

STEVE AND I ARE STILL IN THE PROCESS OF UPDATING OLD FORMS, ORDINANCES, AND TRAINING RECORDS.

COMMUNITY EVENTS:

BACK TO SCHOOL OPEN HOUSE AT G2S SCHOOL. FOOTBALL GAME

UPCOMING EVENTS:

FALL CELEBRATION, MCC COLOR RUN, MCC HOMECOMING PARADE AND FOOTBALL GAME.

OTHER INFORMATION:

A GROUP OF BUSINESS OWNERS AND EMPLOYEES HAVE ASSISTED WITH CUTTING AND DECORATING DOWNTOWN FOR FALL CELEBRATION. THANK YOU TO PETERSEN & SON EXCAVATING FOR THE DONATION OF CORN STALKS THIS YEAR.

Incident Summary

Report Criteria:

Start Date	End Date	Officer	Offense
08/26/2024	09/05/2024	ALL	ALL

Incident Number	Report Date	Status	Officer	Description/Offense	Location
24-043497	08/27/2024	Closed	SKINNER,KATRINA	MDOF	121 W STATE STREET, SCOTTVILLE
24-043531	08/26/2024	Closed	SKINNER,KATRINA	98007 - Inspection Suspicious Situation	
				animal complaint	310 N MAIN STREET, SCOTTVILLE
24-043556	08/26/2024	Closed	SKINNER,KATRINA	99008 - Departmental Assist	
				child custody	LOWER ELEM - 201 MAPLE STREET, SCOTTVILLE
24-043922	08/28/2024	Turned Over	SKINNER,KATRINA	98006 - Inspection Civil Matter Disputes	
				warrant arrest / assault, threats	103 N REINBERG AVE, SCOTTVILLE
24-043945	08/28/2024	Closed	SKINNER,KATRINA	73000 - MISCELLANEOUS CRIMINAL OFFENSE	
				48000 - OBSTRUCTING POLICE	
24-044188	08/29/2024	Cleared by Arrest	WIETRZYKOWSKI,STEVE	13001 - NONAGGRAVATED ASSAULT	
				pda	US 10 HWY/MEYERS ROAD, SCOTTVILLE
24-044343	08/30/2024	Closed	SKINNER,KATRINA	93001 - PROPERTY DAMAGE ACCIDENT/PI	
				1) FLEE & ELUDE 2) RESIST & OPPOSE POLICE 3) RECKLESS DRIVING	STATE/REINBERG, SCOTTVILLE
24-044411	08/30/2024	Closed	SKINNER,KATRINA	99009 - General Non-Criminal	
				48000 - OBSTRUCTING POLICE	
24-044680	08/31/2024	Closed	SKINNER,KATRINA	54003 - DRIVING LAW VIOLATIONS	
				PDA	117 N MAIN STREET, SCOTTVILLE
24-045088	09/02/2024	Closed	SKINNER,KATRINA	93001 - PROPERTY DAMAGE ACCIDENT/PI	
				peace keeping	204 W FOURTH STREET, SCOTTVILLE
24-045139	09/02/2024	Closed	WIETRZYKOWSKI,STEVE	99009 - General Non-Criminal	
				medical assist	400 W THIRD STREET, SCOTTVILLE
	09/02/2024	Closed		99008 - Departmental Assist	
				medical assist	103 S COLUMBIA AVE, SCOTTVILLE
	09/02/2024	Closed		99008 - Departmental Assist	
				FOUND WALLET	MCE SCHOOLS - 18 S MAIN STREET, SCOTTVILLE

Incident Summary

Report Criteria:

Start Date	End Date	Officer	Offense
08/26/2024	09/05/2024	ALL	ALL

IncidentNumber	Report Date	Status	Officer	Description/Offense	Location
24-045190	09/02/2024	Closed	WIETRZYKOWSKI,STEVE	98008 - Found Property and Lost Property FIREWORKS	211 E SECOND STREET, SCOTTVILLE
24-045358	09/03/2024	Closed	WIETRZYKOWSKI,STEVE	55000 - HEALTH AND SAFETY SUSPICIOUS SITUATION	BERYL/THOMAS, SCOTTVILLE
Incident/Offense Count: 13				98007 - Inspection Suspicious Situation	

Ticket Ledger Report

Report Criteria:

Start Date	End Date	Officer	Ticket Type
08/26/2024	09/05/2024	ALL	ALL

Number	Date	Location	Description	Officer	Fine	Paid
C-0091	08/26/24		PARKING	SKINNER,KATRINA	0.00	0.00
C-0094	08/28/24	700 RIVER STREET	parking	SKINNER,KATRINA	0.00	0.00
C-0095	08/28/24	700 RIVER STREET	parking	SKINNER,KATRINA	0.00	0.00
C-0097	08/29/24	700 RIVER STREET	parking fee	SKINNER,KATRINA	0.00	0.00
C-0098	08/29/24	700 RIVER STREET	parking fee	SKINNER,KATRINA	0.00	0.00
C-0099	08/30/24	700 RIVER STREET	parking	SKINNER,KATRINA	0.00	0.00
C-0100	08/31/24	700 S MAIN STREET	park fee	SKINNER,KATRINA	5.00	5.00
C-0326	08/31/24	700 RIVER STREET	park fee	SKINNER,KATRINA	50.00	50.00
C-0327	08/31/24	700 RIVER STREET	parking fee	SKINNER,KATRINA	0.00	0.00
C-0328	08/31/24	700 RIVER STREET	parking	SKINNER,KATRINA	0.00	0.00
C-0329	08/31/24	700 RIVER STREET	park fee	SKINNER,KATRINA	0.00	0.00
C-0330	08/31/24	700 RIVER STREET	park fee	SKINNER,KATRINA	0.00	0.00
C-0331	08/31/24	700 RIVER STREET	parking	SKINNER,KATRINA	0.00	0.00
C-0332	08/31/24	700 RIVER STREET	parking	SKINNER,KATRINA	0.00	0.00
C-0333	08/31/24	700 S MAIN STREET	parking	SKINNER,KATRINA	50.00	50.00
C-0334	09/02/24	700 RIVER STREET	parking	SKINNER,KATRINA	5.00	5.00
C-0335	09/02/24	700 RIVER STREET	parking	SKINNER,KATRINA	5.00	5.00
C-0336	09/02/24	700 RIVER STREET	parking	SKINNER,KATRINA	0.00	0.00
C-0337	09/02/24	700 RIVER STREET	parking	SKINNER,KATRINA	0.00	0.00
C-0338	09/02/24	700 RIVER STREET	parking	SKINNER,KATRINA	0.00	0.00
C-0339	09/02/24	700 RIVER STREET	parking	SKINNER,KATRINA	0.00	0.00
C-45487	09/02/24	STATE/COLUMBIA	Exceeded Posted Speed	WIETRZYKOWSKI,§	0.00	0.00
C-45488	09/02/24	STATE/REINBERG	Exceeded Posted Speed	WIETRZYKOWSKI,§	0.00	0.00
C-45489	09/02/24	STATE/REINBERG	Exceeded Posted Speed	WIETRZYKOWSKI,§	0.00	0.00
C-45490	09/02/24	STATE/REINBERG	Exceeded Posted Speed	WIETRZYKOWSKI,§	0.00	0.00
C-45491	09/03/24	MAIN/SECOND	Exceeded Posted Speed	WIETRZYKOWSKI,§	0.00	0.00

Ticket Count: 26

Arrest Report

Report Criteria:

Start Date	End Date	Officer
08/26/2024	09/05/2024	ALL

Arresting Officer	Arrest Date	Incident	Arrestee	Charge Description			Charge	Juvenile?
			Adult	Juvenile	Unknown	Total		
Total Arrests:			2	0	0	2		



Mason – Oceana 911
Ray Hasil, Director
9160 N. Oceana Drive
Pentwater, MI 49449
Phone: (231) 869-7911
Fax: (231) 869-5857

Scottville Calls Thurs - Wed

Printed on September 5, 2024

CFS Date/Time	CFS #	Responder Agencies	Primary Units	Address	Descriptions
08/29/24 15:01:57	MO24-44141	MCSO	M33	210 W BROADWAY	FOLLOW UP
08/30/24 12:08:27	MO24-44343	MCSO, SVPD	M19, SV3	W STATE ST / S MAIN	PROPERTY DAMAGE
08/30/24 14:18:00	MO24-44380	MO911	196	506 E STATE ST,	RECKLESS DRIVER
08/30/24 16:25:11	MO24-44411	LPD, SVPD	SV2, 204	204 W 4TH ST,	THREAT COMPLT
08/30/24 19:41:35	MO24-44462	MO911	192	202 W BERYL ST,	ASSIST
08/31/24 10:27:02	MO24-44580	MCSO	M34	505 S MAIN ST,	PAPER SERVICE
08/31/24 11:45:17	MO24-44600	MO911	178	205 E 2ND ST,	WELL BEING CHECK
08/31/24 16:03:09	MO24-44677	21R, MASON LIFE	21R, MEDIC	400 W 3RD ST,	MED3
08/31/24 16:19:18	MO24-44680	SVPD	SV2	400 W 3RD ST,	FOLLOW UP
08/31/24 21:57:19	MO24-44778	21R, MASON LIFE	MEDIC, 21R	306 E FIFTH ST,	MED1
09/01/24 14:11:41	MO24-44917	MASON LIFE	MEDIC	400 W 3RD ST,	MED3
09/01/24 15:31:00	MO24-44935	MCSO	M19	101 E STATE ST,	GAS DRIVE OFF
09/01/24 17:39:58	MO24-44962	21R, MASON LIFE,	834, MEDIC, 21R	112 THORNWILD DR,	MED3
09/02/24 11:38:50	MO24-45088	21R, MASON LIFE,	MEDIC, 21R, SV2	103 S COLUMBIA AVE,	MED1
09/02/24 15:20:34	MO24-45124	SVPD	SV2	105 N MAIN ST,	PROPERTY DAMAGE
09/02/24 20:44:28	MO24-45175	21R, MASON LIFE,	SV3, MEDIC, 21R	310 W 4TH ST,	MED1
09/02/24 21:43:16	MO24-45190	SVPD	SV3	211 E 2ND ST,	FIREWORKS COMPLT
09/03/24 14:06:28	MO24-45290	SVPD	SV3	400 W 3RD ST,	NOISE COMPLAINT,
09/03/24 15:22:34	MO24-45310	SVPD	SV3	S MAIN ST / W 4TH ST,	TRAFFIC STOP
09/03/24 15:39:39	MO24-45313	MO911	190	128 W BROADWAY	REPOSSESSION
09/03/24 19:32:27	MO24-45349	SVPD	SV3	S MAIN ST / E 5TH ST,	TRAFFIC STOP
09/03/24 20:28:55	MO24-45358	MCSO, SVPD	SV3, M37	400 N MAIN ST,	911 HANGUP CALL
09/03/24 22:15:13	MO24-45371	SVPD	SV3	S MAIN ST / E 3RD ST,	TRAFFIC STOP
09/04/24 11:20:28	MO24-45429	MCSO	M5	112 S MAIN ST,	FOLLOW UP
09/04/24 14:30:56	MO24-45460	MASON LIFE	MEDIC	400 W 3RD ST,	MED3
09/04/24 16:34:38	MO24-45473	MCSO	M19	130 W STATE ST,	INFORMATION
09/04/24 20:40:35	MO24-45512	MSP	6230	W STATE ST / S MAIN	TRAFFIC STOP

CFS Date/Time

CFS #

Responder Agencies

Primary Units

Address

Descriptions

Total Records: 27



Mason - Oceana 911
Ray Hasil, Director
9160 N. Oceana Drive
Pentwater, MI 49449
Phone: (231) 869-7911
Fax: (231) 869-5857

Scottville Calls Thurs - Wed

Printed on August 29, 2024

CFS Date/Time	CFS #	Responder Agencies	Primary Units	Address	Descriptions
08/22/24 19:15:47	MO24-42714	MCSO, SVPD	M14, SV3	401 W 3RD ST,	BREAKING AND
08/22/24 22:16:33	MO24-42746	SVPD	SV3	S MAIN ST / E 2ND ST,	TRAFFIC STOP
08/22/24 23:16:52	MO24-42755	SVPD	SV3	142 S MAIN ST,	PROPERTY CHECK
08/23/24 18:32:43	MO24-42954	MCSO	M19	W STATE ST / S MAIN	TRAFFIC STOP
08/23/24 22:11:46	MO24-43029	SVPD	SV3	W STATE ST / S MAIN	TRAFFIC STOP
08/24/24 13:49:48	MO24-43124	SVPD	SV3	304 S MAIN ST,	PROPERTY DAMAGE
08/24/24 14:26:16	MO24-43132	SVPD	SV3	101 E STATE ST,	GAS DRIVE OFF
08/24/24 16:30:36	MO24-43154	SVPD	SV3	S MAIN ST / E 5TH ST,	TRAFFIC STOP
08/24/24 16:57:53	MO24-43165	MASON LIFE, OCEANA	834, MEDICB	401 W 3RD ST,	MED3
08/24/24 17:41:24	MO24-43174	MASON LIFE	MEDIC	401 W 3RD ST,	MED3
08/24/24 21:48:34	MO24-43240	SVPD	SV3	130 W STATE ST,	TRAFFIC STOP
08/24/24 23:02:54	MO24-43253	SVPD	SV3	210 W BROADWAY	PROPERTY CHECK
08/25/24 06:58:43	MO24-43279	MCSO	M42	306 N MAIN ST,	TRAFFIC/ROAD
08/25/24 14:04:10	MO24-43364	MASON LIFE	MEDIC	401 W 3RD ST,	MED3
08/25/24 16:10:23	MO24-43389	SVPD	SV3	S MAIN ST / E 5TH ST,	TRAFFIC STOP
08/25/24 18:14:59	MO24-43420	SVPD	SV3	103 S COLUMBIA AVE,	WELL BEING CHECK;
08/25/24 20:34:47	MO24-43440	SVPD	SV3	203 W STATE ST,	INFORMATION
08/26/24 04:50:54	MO24-43476	21R, MASON LIFE,	21R, MEDIC, M37	117 N MAIN ST,	MED1
08/26/24 09:42:33	MO24-43497	SVPD	SV2	121 W STATE ST,	MALICIOUS
08/26/24 13:24:34	MO24-43529	MCSO	M9	107 W STATE ST,	ASSAULT
08/26/24 14:21:40	MO24-43541	SVPD	SV2	310 N MAIN ST,	ANIMAL COMPLT
08/26/24 15:36:10	MO24-43556	SVPD	SV2	201 W MAPLE AVE,	CUSTODY DISPUTE
08/27/24 14:12:06	MO24-43734	MCSO	A2	202 S MAIN ST,	STRAY/BARKING DOG
08/28/24 09:47:48	MO24-43869	MSP	6244	110 S SCOTT ST,	FOLLOW UP
08/28/24 11:51:34	MO24-43899	MASON LIFE, OCEANA	834, MEDIC	401 W 3RD ST,	MED3
08/28/24 13:13:48	MO24-43922	MSP, SVPD	SV2, 6213	103 N REINBERG AVE,	THREAT COMPLT
08/28/24 14:10:42	MO24-43934	MCSO, SVPD	M33, SV2	103 N REINBERG AVE,	THREAT COMPLT

CFS Date/Time	CFS #	Responder Agencies	Primary Units	Address	Descriptions
08/28/24 21:47:23	MO24-44027	MASON LIFE	MEDIC	103 N REINBERG AVE,	MED3
Total Records: 28					

09/05/2024 09:14 AM
User: SUSANNA
DB: Mason County

GL ACTIVITY REPORT FOR MASON COUNTY
FROM 701-000-221.520 TO 701-000-221.523
TRANSACTIONS FROM 08/01/2024 TO 08/31/2024

Page: 1/1

Date	JNL	Type	Description	Reference #	Debits	Credits	Balance
Fund 701 GENERAL AGENCY							
08/01/2024			701-000-221.520 CITY OF SCOTTVILLE		BEG. BALANCE		(669.90)
08/02/2024	CR	RCPT	CITY OF SCOTTVILLE	75402		33.00	(702.90)
08/05/2024	CR	RCPT	CITY OF SCOTTVILLE	75421		82.50	(785.40)
08/06/2024	CR	RCPT	CITY OF SCOTTVILLE	75436		90.75	(876.15)
08/07/2024	CR	RCPT	CITY OF SCOTTVILLE	75451		33.00	(909.15)
08/08/2024	AP	INV	2024 ORDINANCE FINES	JULY 2024	669.90		(239.25)
08/12/2024	CR	RCPT	CITY OF SCOTTVILLE	75488		16.50	(255.75)
08/13/2024	CR	RCPT	CITY OF SCOTTVILLE	75506		33.00	(288.75)
08/16/2024	CR	RCPT	CITY OF SCOTTVILLE	75540		16.50	(305.25)
08/19/2024	CR	RCPT	CITY OF SCOTTVILLE	75552		16.50	(321.75)
08/20/2024	CR	RCPT	CITY OF SCOTTVILLE	75573		16.50	(338.25)
08/21/2024	CR	RCPT	CITY OF SCOTTVILLE	75582		82.50	(420.75)
08/22/2024	CR	RCPT	CITY OF SCOTTVILLE	75593		16.50	(437.25)
08/23/2024	CR	RCPT	CITY OF SCOTTVILLE	75608		16.50	(453.75)
08/26/2024	CR	RCPT	CITY OF SCOTTVILLE	75616		16.50	(470.25)
08/27/2024	CR	RCPT	CITY OF SCOTTVILLE	75634		49.50	(519.75)
08/28/2024	CR	RCPT	CITY OF SCOTTVILLE	75641		26.40	(546.15)
08/30/2024	CR	RCPT	CITY OF SCOTTVILLE	75662		66.00	(612.15)
08/31/2024			701-000-221.520	END BALANCE	669.90	612.15	(612.15)
GRAND TOTALS:					669.90	612.15	(612.15)

City of Scottville Assessor Report August 2024

Assessor completed standard paperwork processing: Deeds, Property Transfer Affidavits, Principal Residence Exemptions, address updates.

The City has received 17 building permits and the assessor will begin field work next month.

The next Board of Review meeting is Tuesday, December 10th. Assessor does not have any petitions currently.

The City is in need of more Board of Review members.

CITY OF SCOTTVILLE
MEMORANDUM

Date: September 09, 2024

To: Mayor Spencer and City Commissioners

From: Clarence E. Goodlein, Interim City Manager

Subject: Transmittal of The Auditor's Report Of The Mason County Rural Fire Authority's Finances For The Fiscal Year Ending December 31, 2023

I have attached to this memorandum a copy of the annual audit of the finances of the Mason County Rural Fire Authority that City Administration received recently for Commissioners' information and reference.



317 S. James Street
Ludington, MI 49431
(231) 843-4085
LakeMichiganCPA.com

August 26, 2024

District Board
Mason County Rural Fire Authority
Ludington, Michigan

We have audited the financial statements of the governmental activities and the General Fund of the Mason County Rural Fire Authority for the year ended December 31, 2023, and we have issued our report thereon dated August 26, 2024. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our engagement letter to you. Professional standards also require that we provide you with the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Mason County Rural Fire Authority are described in Note I to the financial statements. No new accounting policies were adopted, and the application of existing policies was not changed during the 2023 fiscal year. We noted no transactions entered into by the governmental unit during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. Material misstatements detected as a result of the audit procedures were corrected by management.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated August 26, 2024.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as Mason County Rural Fire Authority's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the Budget to Actual comparisons, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

This information is intended solely for the use of the District Board and management of Mason County Rural Fire Authority and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,



Lake Michigan CPA Services, PLC
Ludington, Michigan
August 26, 2024

MASON COUNTY RURAL FIRE AUTHORITY
Journal Entry
12/31/2023

Account	Description	Workpaper Reference	Debit	Credit	Net Income Effect
1					
Correct fund balance transfers/sk					
201-000-395	Capital Projects Fund		152,924.32	0.00	
201-000-395	Capital Projects Fund		0.00	71,000.00	
204-000-699	Transfers in		0.00	81,924.32	
Total			152,924.32	152,924.32	0.00
GRAND TOTAL			152,924.32	152,924.32	0.00

Mason County Rural Fire Authority
REPORT ON FINANCIAL STATEMENTS
(with required supplementary information)
Year ended December 31, 2023

Mason County Rural Fire Authority

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INDEPENDENT AUDITOR'S REPORT

August 26, 2024

To the Fire Board
Mason County Rural Fire Authority
Ludington, Michigan

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of the Mason County Rural Fire Authority as of and for the year ended December 31, 2023, and the related notes to the financial statements, which collectively comprise Mason County Rural Fire Authority's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Mason County Rural Fire Authority, as of December 31, 2023, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Mason County Rural Fire Authority, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Mason County Rural Fire Authority's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the

aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Mason County Rural Fire Authority's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Mason County Rural Fire Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Lake Michigan CPA Services, PLLC

Ludington, Michigan
August 26, 2024

Mason County Rural Fire Authority

Management's Discussion and Analysis For the Year Ended December 31, 2023

The Management's Discussion and Analysis report of the Mason County Rural Fire Authority covers the Authority's financial performance during the year ended December 31, 2023.

Financial Highlights

Our financial performance continues to be positive. Our net position increased from \$3,414,337 at December 31, 2022 to \$3,786,905 at December 31, 2023. This was an increase of \$372,568 over the prior year. The Mason County Rural Fire Authority is primarily supported by a 1.4992 mill tax levy, which is used to fund current operations and for equipment purchases. The net position will continue to increase as operational spending is kept below revenues, in order to save for future equipment and vehicle purchases.

Overview of the Financial Statements

The Management's Discussion and Analysis introduces the Authority's basic financial statements. The basic financial statements include 1) the government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. The Authority also includes in this report additional information to supplement the basic financial statements.

Fund Financial Statements

The fund financial statements include information about the Authority's major funds under the modified accrual method of accounting. The fund financial statements focus on current resources and provide a detailed view of the Authority's sources and uses of funds. Major funds are the General Fund and Capital Projects Fund for the year ended December 31, 2023.

Government-Wide Financial Statements

The government-wide financial statements are designed to give a view of the entity as a whole and provide both long-term and short-term information about the Authority's overall status. Financial reporting at this level uses a perspective similar to that found in the private sector with its basis in full accrual accounting and elimination or reclassification of internal activities and charges.

Mason County Rural Fire Authority

Management's Discussion and Analysis For the Year Ended December 31, 2023

Statement of Net Position

The Statement of Net Position is the government-wide statement of financial position presenting information that includes all of the Authority's assets and liabilities, with the difference reported as net position. Over time, changes in net position may serve as a useful indicator of the financial health of the Authority and whether the financial condition is improving or deteriorating. The net position is divided into three types, including Invested in Capital Assets Net of Related Debt, Restricted Net Position, and Unrestricted Net Position. A summary of the Authority's net position is provided below.

	December 31, 2023	December 31, 2022
ASSETS		
Current assets	\$ 1,572,354	\$ 1,522,581
Capital assets, net	3,025,503	3,309,841
Total assets	<u>\$ 4,597,857</u>	<u>\$ 4,832,422</u>
LIABILITIES		
Current liabilities	\$ 572,443	\$ 645,249
Noncurrent liabilities	238,509	673,885
Total liabilities	<u>810,952</u>	<u>1,319,134</u>
DEFERRED INFLOWS OF RESOURCES	-	98,951
NET POSITION		
Invested in capital assets, net of debt	2,301,810	2,166,011
Unrestricted	1,485,095	1,248,326
Total net position	<u>\$ 3,786,905</u>	<u>\$ 3,414,337</u>

Capital Assets

Capital asset additions in the 2023 fiscal year consisted of a brush truck, chassis, and garage doors. The following is a summary of capital assets as of December 31, 2023 and 2022:

	December 31, 2023	December 31, 2022
Equipment	\$ 668,990	\$ 668,990
Vehicles	5,603,488	5,478,954
Leasehold improvements	149,300	128,300
Total capital assets	<u>6,421,778</u>	<u>6,276,244</u>
Less: Accumulated depreciation	<u>(3,396,275)</u>	<u>(2,966,403)</u>
Capital assets, net	<u>\$ 3,025,503</u>	<u>\$ 3,309,841</u>

Mason County Rural Fire Authority

Management's Discussion and Analysis
For the Year Ended December 31, 2023

Long-term Debt

Long-term debt consists of a note payable for equipment and vehicles. During the 2023 fiscal year, the Authority made principal payments of \$530,832 on the note payable, which made the balance \$712,998 at December 31, 2023.

Statement of Activities

The Statement of Activities reports how the Authority's net position changed during the current fiscal year. All current year revenues and expenses are included when the event giving rise to the change occurs, regardless of the timing of when cash is received or paid. The largest source of revenue for the Authority during the 2023 and 2022 fiscal years was property tax revenues, which increased slightly in 2023. The largest expenses were for depreciation, salaries and wages, interest, insurance and bonds, and firefighter gear and equipment. A summary of the statement of activities follows:

	December 31, 2023	December 31, 2022
REVENUES		
Property taxes	\$ 1,348,534	\$ 1,295,132
Operating grants and contributions	260,647	14,039
Investment earnings	57,571	4,733
Other	-	1,576
Total revenues	1,666,752	1,315,480
EXPENDITURES		
Public safety	1,277,419	1,101,327
Interest expense	16,765	29,438
Total expenditures	1,294,184	1,130,765
Change in net position	372,568	184,715
Net position at January 1	3,414,337	3,229,622
Net position at December 31	\$ 3,786,905	\$ 3,414,337

Mason County Rural Fire Authority

Management's Discussion and Analysis
For the Year Ended December 31, 2023

Modified Accrual Financial Statements

The General Fund is the operating fund of Authority, which accounts for the firefighter's wages and fringes, payment of insurance and bonds, office expense, firefighter's gear, equipment purchases, maintenance, and other general functions. At the end of the 2023 fiscal year, the General Fund's fund balance was \$742,905, which was increase of \$136,705 over the fund balance at December 31, 2022. The largest expenditures were for personnel, debt service, and capital outlays.

The Capital Projects Fund increased \$82,990, bringing fund balance to \$742,190 at December 31, 2023.

Budget Highlights

The originally adopted General Fund budget for December 31, 2023 fiscal year showed planned revenue of \$1,271,178 and expenditures of \$1,302,520. The revenue budget remained unchanged, however, the Authority amended several line items, increasing expenditures up to \$1,723,871, with the largest changes to repairs and maintenance and capital outlays. Overall, the Authority experienced a positive budget variance of \$589,398.

General Economic Overview

The Mason County Rural Fire Authority plans to maintain its financial stability over the course of the next fiscal year. The main source of revenue for the Authority is property taxes, which are expected to remain at about the same level of what was experienced in the current fiscal year. Operating expenditures are planned to be consistent with the 2023 fiscal year.

Requests for Information

If you have any questions concerning this report please contact the Fire Authority at PO Box 152, Custer, MI 49405.

Mason County Rural Fire Authority

Statement of Net Position
December 31, 2023

ASSETS

	Governmental activities
CURRENT ASSETS	
Cash and cash equivalents	\$ 1,504,816
Receivables	14,355
Prepays	53,183
Total current assets	1,572,354
NONCURRENT ASSETS	
Capital assets, net	3,025,503
Total assets	\$ 4,597,857

LIABILITIES AND NET POSITION

CURRENT LIABILITIES	
Accounts payable	\$ 21,030
Payroll liabilities	66,229
Accrued interest	10,695
Current portion of notes payable	474,489
Total current liabilities	572,443
NONCURRENT LIABILITIES	
Notes payable	238,509
Total liabilities	810,952
NET POSITION	
Net investment in capital assets	2,301,810
Unrestricted	1,485,095
Total net position	\$ 3,786,905

The accompanying notes are an integral part of this statement.

Mason County Rural Fire Authority

Statement of Activities
For the year ended December 31, 2023

Functions/Programs	Expenses	Operating Grants and contributions	Net (Expense) Revenue and Changes in Net Position Governmental activities
Governmental activities:			
Public Safety	\$ 1,277,419	\$ 260,647	\$ (1,016,772)
Debt service interest	16,765	-	(16,765)
Total	<u>\$ 1,294,184</u>	<u>\$ 260,647</u>	<u>(1,033,537)</u>
General revenues			
Property taxes levied for fire operating and capital improvements			1,348,534
Investment earnings			<u>57,571</u>
Total general revenues			1,406,105
Change in Net Position			372,568
Net Position, January 1, 2023			<u>3,414,337</u>
Net Position, December 31, 2023			<u>\$ 3,786,905</u>

The accompanying notes are an integral part of this statement.

Mason County Rural Fire Authority

Balance Sheet
Governmental Funds
December 31, 2023

ASSETS

	General Fund	Capital Projects Fund	Total governmental funds
ASSETS			
Cash and cash equivalents	\$ 762,626	\$ 742,190	\$ 1,504,816
Accounts receivable	14,355	-	14,355
Prepaid expenses	53,183	-	53,183
Total assets	<u>\$ 830,164</u>	<u>\$ 742,190</u>	<u>\$ 1,572,354</u>

LIABILITIES AND FUND BALANCES

LIABILITIES

Accounts payable	\$ 21,030	\$ -	\$ 21,030
Payroll liabilities	66,229	-	66,229
Total Liabilities	<u>87,259</u>	<u>-</u>	<u>87,259</u>

FUND BALANCES

Nonspendable	53,183	-	53,183
Committed	-	742,190	742,190
Unassigned	689,722	-	689,722
Total fund balances	<u>742,905</u>	<u>742,190</u>	<u>1,485,095</u>
 Total Liabilities and Fund Balance	 <u>\$ 830,164</u>	 <u>\$ 742,190</u>	 <u>\$ 1,572,354</u>

The accompanying notes are an integral part of this statement.

Mason County Rural Fire Authority

Reconciliation of the Governmental Fund Balance Sheet to the Statement of Net Position December 31, 2023

Total fund balance—governmental funds \$ 1,485,095

Amounts reported for governmental activities in the Statement of
Net Position are different because:

Capital assets used in governmental activities are not
financial resources and therefore are not reported in the
governmental funds.

Cost of capital assets	6,421,778	
Accumulated depreciation	<u>(3,396,275)</u>	3,025,503

Long-term liabilities, including notes payable, are not due
and payable in the current period and therefore are not
reported and payable in the current period and not reported
in the governmental funds.

Notes payable	(712,998)
Accrued interest on notes payable	(10,695)

Total Net Position \$ 3,786,905

The accompanying notes are an integral part of this statement.

Mason County Rural Fire Authority

Statement of Revenues, Expenditures and Changes in Fund Balances

Governmental Funds

For the year ended December 31, 2023

	General Fund	Capital Projects Fund	Total governmental funds
REVENUES			
Taxes	\$ 1,348,534	\$ -	\$ 1,348,534
Federal grants	247,100	-	247,100
State grants	10,000	-	10,000
Donations	3,547	-	3,547
Investment earnings	56,505	1,066	57,571
Total revenues	<u>1,665,686</u>	<u>1,066</u>	<u>1,666,752</u>
EXPENDITURES			
Current:			
Public safety	847,547	-	847,547
Debt Service			
Principal	430,832	-	430,832
Interest	23,144	-	23,144
Capital outlay	<u>145,534</u>	<u>-</u>	<u>145,534</u>
Total expenditures	1,447,057	-	1,447,057
Excess of revenues over (under) expenditures	218,629	1,066	219,695
OTHER FINANCING SOURCES (USES)			
Transfers in	-	81,924	81,924
Transfers out	<u>(81,924)</u>	<u>-</u>	<u>(81,924)</u>
Net other financing sources (uses)	(81,924)	81,924	-
Net change in fund balances	136,705	82,990	219,695
Fund balance at April 1, 2020	<u>606,200</u>	<u>659,200</u>	<u>1,265,400</u>
Fund balance at March 31, 2021	<u>\$ 742,905</u>	<u>\$ 742,190</u>	<u>\$ 1,485,095</u>

The accompanying notes are an integral part of this statement.

Mason County Rural Fire Authority

Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances
of the governmental funds to the Statement of Activities
For the year ended December 31, 2023

Net changes in fund balances - total governmental funds \$ 219,695

Amounts reported for governmental activities in the
Statement of Activities are different because:

Governmental funds report outlays for capital assets as expenditures
However, in the Statement of Activities, the cost of those assets is
allocated over their estimated useful lives and reported as
depreciation expense.

Depreciation expense	(429,872)
Capital outlay	145,534

The issuance of long-term debt provides current financial resources
to governmental funds, while the repayment of the principal of the
long-term debt consumes the current financial resources
of governmental funds.

Repayment of principal on long-term debt is an expenditures in the governmental funds, but the repayment reduces long-term liabilities in the Statement of Net Position	430,832
---	---------

Changes to accrued interest do not require the use of current financial
resources and, therefore, are not reported as expenditures in the fund
financial statement.

6,379

Change in net position of governmental activities	\$ <u>372,568</u>
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The accompanying notes are an integral part of this statement.

Mason County Rural Fire Authority

Notes to the Financial Statements
December 31, 2023

I. Summary of significant accounting policies

The accounting policies of the Mason County Rural Fire Authority (Authority) have been prepared in conformity with accounting principles generally accepted in the United States of America as applicable to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The following is a summary of the significant accounting policies used by the Mason County Rural Fire Authority.

A. Reporting entity

The Mason County Rural Fire Authority, located in Mason County, was established pursuant to the provisions of Act 57, Public Acts of Michigan, 1988 as amended. The Authority is funded primarily by property tax revenues. The Authority operates under the direction of a member board, with representatives appointed by participating governmental units, which includes the Townships of Amber, Branch, Custer, Eden, Free Soil, Grant, Meade, Riverton, Sheridan, Sherman, Summit and Victory and the City of Scottville. Under the criteria established by accounting principles generally accepted in the United States of America, the Authority has determined that there are no component units which should be included in its reporting entity, as it does not have certain oversight responsibilities over other organizations.

B. Government-wide and fund financial statements

The government-wide financial statements (i.e. the Statement of Net Position and the Statement of Activities) report information on all of the nonfiduciary activities of the primary government. Financial statements are also provided for governmental funds, with major individual governmental funds reported as separate columns in the fund financial statements and nonmajor governmental funds combined. The Authority has only one fund, the General Fund.

C. Measurement focus, basis of accounting, and financial statement presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of

Mason County Rural Fire Authority

Notes to the Financial Statements
December 31, 2023

the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, interest, and other revenues associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the government.

The accounts of the Authority are organized on the basis of funds. A fund is an independent fiscal and accounting entity with a self-balancing set of accounts. Fund accounting segregates funds according to their intended purpose and is used to aid management in demonstrating compliance with finance-related legal and contractual provisions. The minimum number of funds is maintained consistent with legal and managerial requirements.

The Mason County Rural Fire Authority reports the following major governmental funds:

The General Fund is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The Capital Projects Fund accounts for the resources accumulated for capital expenditures of the Authority.

Private-sector standards of accounting and financial reporting issued prior to December 1, 1989, generally are followed in the government-wide financial statements to the extent that those standards do not conflict with or contradict guidance of the Government Accounting Standards Board. Governments also have the option of following subsequent private-sector guidance for their business-type activities and enterprise funds, subject to this same limitation. The Authority does not have business-type activities or enterprise funds.

D. Assets, liabilities and net position

1. Deposits and investments

The Authority's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

The Authority has adopted an investment policy in compliance with State of Michigan statutes. Michigan Compiled Laws Section 129.91 (Public Act 20 of 1943) authorizes local governmental units to make deposits and invest in the accounts of federally insured banks, credit unions, and savings and loan associations that have office in

Mason County Rural Fire Authority

Notes to the Financial Statements
December 31, 2023

Michigan. The local unit is allowed to invest in bonds, securities, and other direct obligations of the United States or any agency of instrumentality of the United States; repurchase agreements; bankers' acceptances of United States banks; commercial paper rated within the two highest classifications, which mature not more than 270 days after the date of purchase; obligations of the State of Michigan or its political subdivisions, which are rated as investment grade; and mutual funds composed of investment vehicles that are legal for direct investment by local units of government in Michigan. All investments are reported at fair value.

2. Receivables and payables

All trade and property tax receivables are shown net of allowance for uncollectibles. The Authority levied property taxes of 1.4992 mills. The 2022 state taxable value for property within the Authority totaled approximately \$904,852,009.

3. Capital assets

Capital assets are reported in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Major capital outlays for assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the Authority are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Vehicles and equipment	5-20
Buildings & improvements	40

4. Net Position Flow Assumption

Sometimes the Authority will fund outlays for a particular purpose from both restricted and unrestricted resources. In order to calculate the amounts to report as restricted net position and unrestricted net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which resources are considered to be applied.

It is the Authority's policy to consider restricted net position to have been depleted before unrestricted net position is applied.

Mason County Rural Fire Authority

Notes to the Financial Statements
December 31, 2023

5. Fund Balance

Sometimes the government will fund outlays from both unrestricted and restricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the Authority's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for a specific purpose. In the governmental fund financial statement columns, fund balances are classified as follows:

Nonspendable—Amounts that cannot be spent either because they are in a nonspendable form or because they are legally or contractually required to be maintained intact.

Restricted—Amounts that can be spent only for specific purposes because of the Authority's Charter, state or federal laws, or externally imposed conditions by grantors or creditors.

Committed—Amounts that can be used only for specific purposes determined by a formal action by Fire Authority ordinance or resolution. This included the Budget Reserve Account.

Assigned—Amounts that are designated by the Fire Authority Board for a particular purpose but are not spendable until a budget ordinance is passed or there is a majority vote approval.

Unassigned—All amounts not included in other spendable classifications.

6. Use of Estimates

The presentation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Mason County Rural Fire Authority

Notes to the Financial Statements
December 31, 2023

II. Stewardship, compliance and accountability

A. Budgetary information

Annual budgets are adopted on a basis consistent with generally accepted accounting principles. All annual appropriations lapse at fiscal year end.

The fire chief and assistant chief prepare the budget and submit it to the Fire Authority board prior to December 1. The operating budget includes proposed expenditures and the means of financing them. The budget is approved by a simple majority of the Fire Authority Board, which then enacts the budget through a resolution. The budget is amended throughout the year, when required, to provide for additional revenues and expenditures.

III. Detailed notes on all funds

A. Deposits and investments

Interest Rate Risk

The Authority investment policy aims to minimize interest rate risk, which is the risk that the market value of securities in the portfolio will fall due to changes in market interest rates, by structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities in the open market; and, investing operating funds primarily in shorter term securities, liquid asset funds, money market mutual funds, or similar investment pools and limiting the average maturity in accordance with the Authority's cash requirements.

Credit Risk

State law limits investments in commercial paper and corporate bonds to the top two ratings issued by nationally recognized statistical rating organizations (NRSROs). The Authority's investment policy does not further limit its investment options.

Custodial Credit Risk

Custodial credit risk in the case of deposits is the risk that in the event of a bank failure, the Authority's deposits may not be returned to it. The Authority's investment policy is designed to minimize custodial credit risk, by limiting investments to the types of securities listed in the Authority's investment policy and pre-qualifying the financial institutions, broker/dealers, intermediaries and advisors with which the Authority will do business.

As of December 31, 2023, \$250,000 of the Authority's governmental funds' deposits were covered by federal depository insurance, and \$1,224,056 was exposed to custodial credit risk because it was uninsured and uncollateralized.

Mason County Rural Fire Authority

Notes to the Financial Statements
December 31, 2023

Concentration of Credit Risk

The Authority's investment policy addresses the concentration of credit risk, which is the risk of loss attributed to the magnitude of the Authority's investment in a single issuer, by diversifying the investment portfolio so that the impact of potential loss from any one type of security or issuer will be minimized.

Foreign currency risk

The Authority is not authorized to invest in securities which have this type of risk.

B. Capital assets

Capital asset activity for the year ended December 31, 2023 was as follows:

	Balance January 1, 2023	Additions	Dispositions	Balance December 31, 2023
Governmental activities				
Capital assets, being depreciated				
Equipment	\$ 668,990	\$ -	\$ -	\$ 668,990
Vehicles	5,478,954	124,534	-	5,603,488
Leasehold improvements	128,300	21,000	-	149,300
Total capital assets, being depreciated	6,276,244	145,534	-	6,421,778
Less: accumulated depreciation				
Equipment	555,597	80,822	-	636,419
Vehicles	2,359,486	341,437	-	2,700,923
Leasehold improvements	51,320	7,613	-	58,933
Total accumulated depreciation	2,966,403	429,872	-	3,396,275
Total capital assets, net	\$ 3,309,841	\$ (284,338)	\$ -	\$ 3,025,503

Mason County Rural Fire Authority

Notes to the Financial Statements
December 31, 2023

C. Long-term debt

Long-term debt activity for the year ended December 31, 2023 was as follows:

	Balance January 1, 2023	Additions	Reductions	Balance December 31, 2023	Due within one year
Bank note payable in annual installments of \$496,081 including interest at 2.25% through May of 2025	\$ 1,143,830	\$ -	\$ 430,832	\$ 712,998	\$ 474,489

The future minimum payments under the note payable are as follows:

Year ending December 31,	Principal	Interest
2024	\$ 474,489	\$ 21,592
2025	238,509	5,366
	\$ 712,998	\$ 26,958

D. Other information

Risk management

The Authority is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. Liabilities are reported when it is probable that a loss has occurred and the amount of the loss in excess of insurance coverage can be reasonably estimated. There has been no loss in excess of insurance in the past three years.

E. Date of management review

In preparing the financial statements, the Authority has evaluated events and transactions for potential recognition or disclosure through August 26, 2024, the date the financial statements were available to be issued.

Required supplementary information

Mason County Rural Fire Authority

Required Supplementary Information
Budgetary Comparison Schedule
General Fund
For the year ended December 31, 2023

	Budgeted Amounts			Variance with final budget- positive (negative)
REVENUES	Original	Final	Actual	
Property taxes	\$ 1,268,328	\$ 1,268,328	\$ 1,348,534	\$ 80,206
Federal and state grants	-	-	257,100	257,100
Donations	2,850	2,850	3,547	697
Investment earnings	-	-	56,505	56,505
Total revenues	<u>1,271,178</u>	<u>1,271,178</u>	<u>1,665,686</u>	<u>394,508</u>
EXPENDITURES				
Current				
Public safety				
Personnel	273,900	273,900	217,443	56,457
Supplies	58,475	59,318	42,631	16,687
Other services and charges	160,445	165,621	173,672	(8,051)
Utilities	29,300	31,336	26,274	5,062
Repairs and maintenance	188,300	398,672	387,527	11,145
Debt services	496,100	496,100	453,976	42,124
Capital outlay and contingency	96,000	298,924	145,534	153,390
Total expenditures	<u>1,302,520</u>	<u>1,723,871</u>	<u>1,447,057</u>	<u>276,814</u>
Excess of revenues over/(under) expenditures	<u>(31,342)</u>	<u>(452,693)</u>	<u>218,629</u>	<u>671,322</u>
OTHER FINANCING USES				
Transfers out	-	-	(81,924)	(81,924)
Net change in fund balance	\$ <u>(31,342)</u>	\$ <u>(452,693)</u>	136,705	\$ <u>589,398</u>
Fund balance at January 1, 2023			<u>606,200</u>	
Fund balance at December 31, 2023			\$ <u>742,905</u>	

MEMORANDUM

CITY OF SCOTTVILLE

To: Mayor Marcy Spencer and Members of the Scottville City Commission

From: Clarence E. Goodlein, Interim City Manager

Date: September 09, 2024

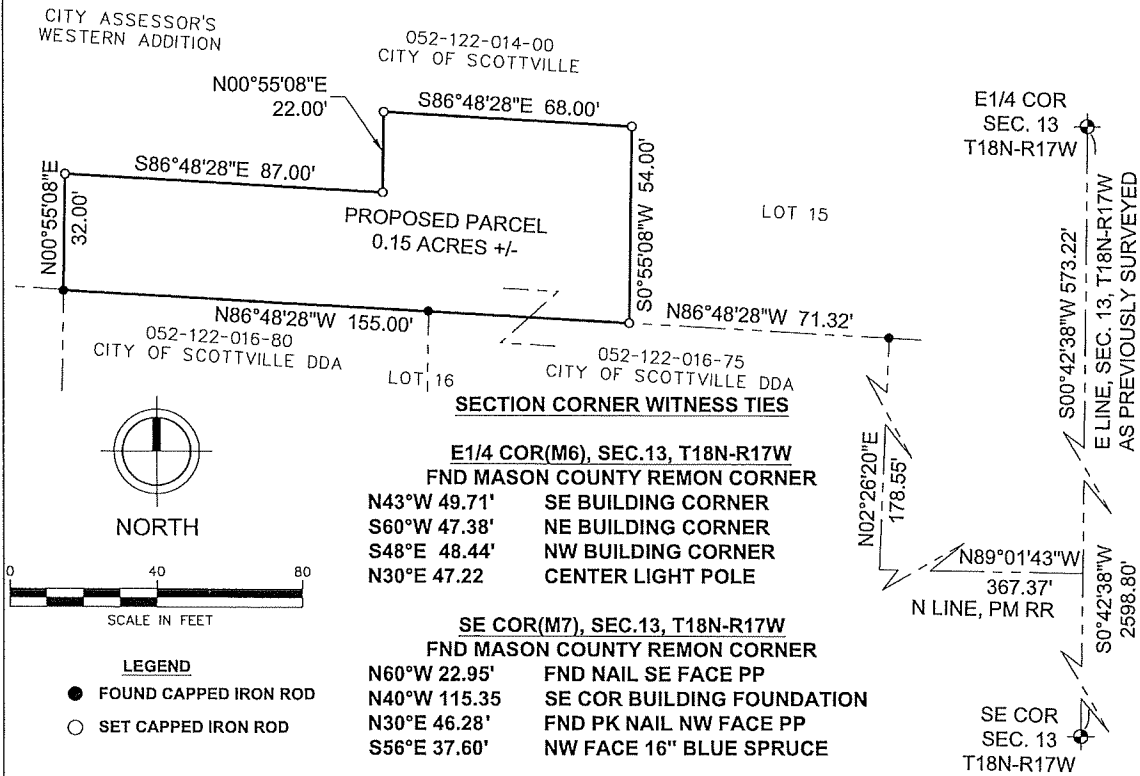
Subject: Request For Discussion And Establishment Of The Fee To Be Paid By the Scottville Downtown Development Authority (DDA) For The Acquisition Of Approximately 6534 Square-Feet Of City Property Adjacent To Property Currently Owned By The DDA

Background: As you will recall from the last City Commission meeting, Commissioners approved the transfer of a piece of property¹ to the Downtown Development Authority (DDA) that is adjacent to property currently owned by them and near the downtown bandshell and a building formerly owned by the Scottville Optimist Club². So as to enable the City Attorney to prepare the necessary legal documents for the transfer of this property, the City Commission needs to discuss and decide what fee should be paid by the DDA to the City for this property. It is important to note that while the City has not incurred any fees related to design engineering for the DDA's planned development and use of this and the adjacent property, the City will incur legal fees and administrative costs related to any transfer of this property to the DDA.

Recommendation: It is recommended that the City Commission discuss and establish the fee to be paid by the Scottville Downtown Development Authority (DDA) for the acquisition of approximately 6534 square-feet of city property adjacent to property currently owned by the DDA, as shown in the accompanying documents, to enable the City Attorney to prepare the necessary legal documents for this transfer of ownership to occur. It is further recommended that the City Commission consider what legal fees and other administrative costs related to this property transfer will be incurred by the City when establishing this fee that the DDA should pay.

¹ A legal description of this property as well as a survey accompanies this memorandum.

² This building is now owned by the Downtown Development Authority of Scottville.



PARCEL DESCRIPTION:

PART OF THE SOUTHEAST CORNER OF SECTION 13, T18N-R17W, MASON COUNTY, MICHIGAN AND ALSO BEING PART OF THE LOT 15 OF CITY ASSESSOR'S WESTERN ADDITION TO THE CITY OF SCOTTVILLE AS RECORDED IN LIBER 1 OF PLATS, PAGE 74, MASON COUNTY, MICHIGAN RECORDS, DESCRIBED AS, COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 13; THENCE S 00°42'38" W ALONG THE EAST LINE OF SAID SECTION, AS PREVIOUSLY SURVEYED, A DISTANCE OF 573.22 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE PM RAILROAD; THENCE N 89°01'43" W ALONG SAID RIGHT OF WAY 367.37 FEET; THENCE N 02°27'33" E 178.55 FEET TO THE SOUTH LINE OF SAID LOT 15; THENCE N 86°48'28" W ALONG SAID SOUTH LINE 71.32 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 86°48'28" W ALONG SAID SOUTH LINE 155.00 FEET; THENCE N 00°55'08" E 32.00 FEET; THENCE S 86°48'28" E PARALLEL WITH SAID SOUTH LINE 87.00 FEET; THENCE N 00°55'08" E 22.00 FEET; THENCE S 86°48'28" E 68.00 FEET; THENCE S 00°55'08" E 54.00 FEET TO SAID SOUTH LINE AND THE POINT OF BEGINNING, CONTAINING 0.15 NET ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO ANY RECORDED OR UNRECORDED EASEMENT OF BENEFIT OR BURDEN.

NOTES:

1. BEARINGS BASED ON EAST LINE OF SECTION 13, BEING S 00°42'38" W, PER ROBERT M. SLAWINSKI CERTIFIED SURVEY ON 10-12-2022.

PARCEL TO BE ADDED TO TAX PARCEL 052-122-016-75

SURVEYOR'S STATEMENT

I HEREBY STATE THAT WE HAVE SURVEYED AND MAPPED THE LAND ABOVE PLATTED AND/OR DESCRIBED ON AUGUST 22, 2024 AND THAT ALL OF THE REQUIREMENTS OF P.A. 132 OF 1970 HAVE BEEN MET. THE RELATIVE POSITIONAL PRECISION OF THE CORNERS IDENTIFIED FOR THIS SURVEY AND SHOWN ON THE MAP ARE WITHIN LIMITS ACCEPTED BY THE PRACTICE OF PROFESSIONAL SURVEYING.

JONATHON ROBISON
JROBISON@FVENG.COM



8/22/2024
DATE

CERTIFICATE OF SURVEY
Filing Requirement of Act No. 132
of the Public Acts of 1970, as Amended

DATE: 8/22/2024
F&V PROJECT NO.
867780

FLEIS&VANDENBRINK
DESIGN. BUILD. OPERATE.

2960 Lucerne Drive SE
Grand Rapids, MI 49546
P: 616.977.1000
F: 616.977.1005

PA 132 SURVEY
SECTION 13, T18N-R17W
MASON CO, MICHIGAN

CITY OF SCOTTVILLE
052-122-014-00



DATE: SEPTEMBER 4, 2024

DESCRIPTION OF PARCEL TO BE TRANSFERRED FROM TAX PARCEL # 052-122-014-00 TO TAX PARCEL # 052-122-016-75

DESCRIPTION OF TRANSFER PARCEL

PART OF THE SOUTHEAST CORNER OF SECTION 13, T18N-R17W, MASON COUNTY, MICHIGAN AND ALSO BEING PART OF THE LOT 15 OF CITY ASSESSOR'S WESTERN ADDITION TO THE CITY OF SCOTTVILLE AS RECORDED IN LIBER 1 OF PLATS, PAGE 74, MASON COUNTY, MICHIGAN RECORDS, DESCRIBED AS, COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 13; THENCE S 00°42'38" W ALONG THE EAST LINE OF SAID SECTION, AS PREVIOUSLY SURVEYED, A DISTANCE OF 573.22 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE PM RAILROAD; THENCE N 89°01'43" W ALONG SAID RIGHT OF WAY 367.37 FEET; THENCE N 02°27'33" E 178.55 FEET TO THE SOUTH LINE OF SAID LOT 15; THENCE N 86°48'28" W ALONG SAID SOUTH LINE 71.32 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 86°48'28" W ALONG SAID SOUTH LINE 155.00 FEET; THENCE N 00°55'08" E 32.00 FEET; THENCE S 86°48'28" E PARALLEL WITH SAID SOUTH LINE 87.00 FEET; THENCE N 00°55'08" E 22.00 FEET; THENCE S 86°48'28" E 68.00 FEET; THENCE S 00°55'08" W 54.00 FEET TO SAID SOUTH LINE AND THE POINT OF BEGINNING, CONTAINING 0.15 NET ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO ANY RECORDED OR UNRECORDED EASEMENT OF BENEFIT OR BURDEN.

NOTES:

1. BEARINGS BASED ON EAST LINE OF SECTION 13, BEING S 00°42'38" W, PER ROBERT M. SLAWINSKI CERTIFIED SURVEY ON 10-12-2022.

2960 Lucerne Drive SE, Suite 100
Grand Rapids, MI 49546
P: 616.977.1000
F: 616.977.1005
www.fveng.com

MEMORANDUM

CITY OF SCOTTVILLE

To: Mayor Marcy Spencer and Members of the Scottville City Commission

From: Clarence E. Goodlein, Interim City Manager

Date: September 09, 2024

Subject: Request For Introduction Of An Ordinance To Amend Chapter 153 Of Title XV Of The Code Of Ordinances Of The City Of Scottville And Specifically §153.004(B), §153.185(H), §153.205, And Appendix A of Said Chapter And Title So As To Classify Family Child-Care Homes As Home Occupations

Background: At the September 03, 2024 meeting of the Scottville Planning Commission, a Public Hearing was held to provide public comment on the proposed ordinance that would amend Chapter 153 of Title XV of the Code Of Ordinances of the City Of Scottville and specifically §153.004(B), §153.185(H), §153.205, And Appendix A of said Chapter And Title so as to classify *Family Child-Care Homes* As “Home Occupations” for the purposes of zoning within the City. As a result of this Public Hearing and subsequent deliberation by the Planning Commission, this ordinance that would make these amendments was approved for submission to the City Commission for their discussion and consideration that this ordinance be introduced.

As you will recall, the purpose of this ordinance is to amend the existing Code of Ordinances to allow *Family Child-Care Homes* to operate in areas zoned as R-1 and that are currently authorized for single-family residences and a limited number of “home occupations”. As you know, according to the US Census Bureau and the Michigan Department of Licensing and Regulatory Affairs, three or more children compete for every single child-care slot that is available in most counties across the State. Since the absence of available child-care is believed to encourage poverty in single-mother households and to lessen opportunities for pre-school children to develop rudimentary social and learning skills, many communities have worked diligently to encourage child-care venues within their neighborhoods.

In Michigan, a certificate or licensing is required for child-care facilities as are inspections of the premises where child-care is conducted. Of all the types of child-care facilities (i.e., family child-care homes, group child-care homes, or child-care centers), *family child-care homes* seem to predominate and are many times preferred by clients due to State regulations that limit the total number of child-clients to seven (7) or less and perceptions that children may receive better care in environments with fewer children.

While the barrier to the expansion of child-care services has been often the absence of the required training and credentials for child-care staff members, another barrier is sometimes

zoning regulations that require *special-use-permits* which are costly and a process that is lengthy. In Scottville, for instance and unlike in some other communities, it is unclear whether a family child-care home is a *home occupation* (see §153.185 – Scottville Code of Ordinances) or whether it requires a *special-use permit* (see §153.095 – Scottville Code of Ordinances).

In my opinion and the opinion of the Planning Commission, an ordinance amending the Scottville Zoning Ordinance and that designates Michigan Certified Family Child-Care Homes as *Home Occupations* would benefit the community by simplifying the process by which a resident could become a provider of these child-care services and by providing neighborhood venues in the proximity to many families in desperate need of child-care. An ordinance that provides for amendment of the Zoning Ordinance and this classification accompanies this memorandum for the City Commission's consideration that it be approved for introduction. This ordinance has been crafted by the City Attorney.

Recommendation: It is recommended that the City Commission approve the introduction of an ordinance that would amend Chapter 153 of Title XV of the Code Of Ordinances of the City Of Scottville and specifically §153.004(B), §153.185(H), §153.205, And Appendix A of said Chapter And Title so as to classify *Family Child-Care Homes* As "Home Occupations" for the purposes of zoning within the City. It is believed that this action by the City Commission would be in the best interest of the City.

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 ___ day of _____ 2024, at 6:00 p.m. Local Time.

PRESENT: Members: _____

ABSENT: Members: _____

The following Ordinance was offered by Commissioner _____ and was supported by Commissioner _____:

ORDINANCE NO. 24-__

AN ORDINANCE TO AMEND CHAPTER 153 OF TITLE XV OF THE CODE OF ORDINANCES OF THE CITY OF SCOTTVILLE, THE CITY OF SCOTTVILLE ZONING ORDINANCE AND MATTERS RELATED THERETO

THE CITY OF SCOTTVILLE ORDAINS:

Section 1. Amendment of Section 153.004 of Chapter 153 of Title XV of the City of Scottville Code of Ordinances. Section 153.004(B) of Chapter 153 of Title XV of the City of Scottville Code of Ordinances (the "City Code") is hereby amended to add the following terms and definitions in alphabetical order:

CHILD CARE FACILITIES. Any commercial use facility used for the care or housing of more than five (5) minors, including nurseries for the care of infants, outside of the minors' residences by individuals who are not related to the minor, which does not qualify as a Family Child-Care Home under this Section.

FAMILY CHILD-CARE HOMES. A private residence in which an individual licensed by the Michigan Department of Licensing and Regulatory Affairs (or its successor agency) for Family Child-Care Homes permanently resides, which residency is not contingent upon caring for children or employment by a child care placing agency. The residence is a private home in which one (1) but fewer than seven (7) minor children are received for care and supervision for compensation for periods of less than 24 hours a day, unattended by a parent or legal guardian, except children related to an adult member of the household. It includes a home in which care is given to an unrelated minor child for more

than four (4) weeks during a calendar year. It does not include an individual providing babysitting services for another individual.

Section 2. Amendment of Section 153.185 of Chapter 153 of Title XV of the City of Scottville Code of Ordinances. Section 153.185(H) of Chapter 153 of Title XV of the City Code is hereby amended to read as follows:

In particular, a home occupation can be but is not limited to: family child-care homes; art studio, dressmaking, teacher, with musical or dancing instruction limited to four to six pupils at a time; contractor's office; professional office or studio of a physician, dentist, authority, artist, musician, lawyer, barbershop, beauty parlor, engineer, architect, community planner, realtor, accountant, or similar use; but shall not include animal hospital, automotive repair service, restaurant, tearoom, tavern, or similar use.

Section 3. Amendment of Section 153.205 of Chapter 153 of Title XV of the City of Scottville Code of Ordinances. Section 153.205 of Chapter 153 of Title XV of the City Code is hereby amended as follows:

CHILD CARE FACILITIES

(A) No dormitory facilities permitted on premises.

(B) For each child cared for, there shall be provided, equipped, and maintained on the premises a minimum of 150 square feet of usable outdoor play area with a minimum total area of 5,000 square feet per facility.

(C) The outdoor play area shall be fenced in or screened by a heavily planted greenbelt from any abutting residential uses. See § 153.047.

(D) This section does not apply to Family Child-Care Homes as defined in § 153.004 and permitted as a Home Occupation under § 153.185.

Section 4. Amendment of Appendix A of Chapter 153 of Title XV of the City of Scottville Code of Ordinances. The list of uses permitted by special use permit in the R-1 district set forth in Appendix A of Chapter 153 of Title XV of the City Code is hereby amended to read as follows:

District: R-1

Uses Permitted by Special Use Permit

1. Churches
2. Schools
3. Libraries
4. Hospitals, clinics, doctor's offices

5. Agriculture
6. Housing for the elderly
7. Child Care Facilities
8. Funeral homes
9. Planned residential development
10. Boarding, lodging or rooming houses

Section 5. 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 6. 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 7. Effective Date; Publication. A notice of adoption of this Ordinance shall be published in a newspaper of general circulation in the City within 15 days after adoption. This Ordinance shall take effect upon the expiration of seven days after publication.

The vote to adopt this Ordinance was as follows:

YEAS: _____

NAYS: _____

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 _____, 2024, 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 _____, 2024.

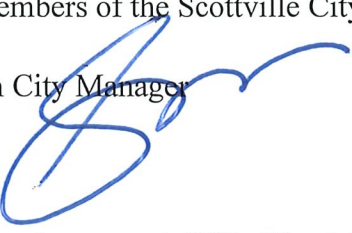
Kelse Lester, Clerk
City of Scottville

Ordinance introduced:
Description published:
Ordinance adopted:
Ordinance effective:

MEMORANDUM

CITY OF SCOTTVILLE

To: Mayor Marcy Spencer and Members of the Scottville City Commission

From: Clarence E. Goodlein, Interim City Manager 

Date: September 09, 2024

Subject: Request For Approval Of An Agreement With The Mason County Disc Golf Organization To Allow For Their Use Of City Property Located At Riverside Park Where It Would Provide And Maintain A Disc Golf Course For The Public

Background: Since 2011, the City has had an informal agreement with the Mason County Disc Golf Organization (MCDGO) to provide and maintain a disc golf course at the east end of Riverside Park and near the Old Engine Club. During recent discussions with the MCDGO, it was determined that it was in the best interest of the City and the MCDGO to execute a formal agreement and, in this regard, a proposed agreement accompanies this memorandum and is presented this evening for the City Commission's consideration. The proposed agreement mirrors the current informal agreement between the City and the MCDGO and was prepared by the City Attorney in collaboration with City Administration. You will also notice that that accompanying this memorandum is a certificate of liability insurance naming the City as a certificate holder for activities and use provided by MCDGO. It is important to note that MCDGO also provides and maintains disc golf courses on property owned by Mason County Parks and the Ludington School District.

Recommendation: It is recommended that the City Commission approve the written agreement between the City and the MCDGO to allow for their use of City property located at Riverside Park where it would provide and maintain a disc golf course for the public. It is believed that this action is in the best interest of the City and that it would provide benefit to not only residents of the City of Scottville but elsewhere also.

AGREEMENT REGARDING USE OF PORTION OF RIVERSIDE PARK

THIS AGREEMENT REGARDING USE OF PORTION OF RIVERSIDE PARK (the "Agreement"), is made this _____ day of _____, 2024, by and between the City of Scottville, a Michigan home rule city, of 105 North Main Street, Scottville, MI 49454 (the "City") and the Mason County Disc Golf Organization, a Michigan entity ("MCDGO"). The City and MCDGO may also each be referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH that the City and MCDGO desire to set forth the terms and conditions upon which the City will permit the use of a portion of Riverside Park located in the City by MCDGO and its invitees for disc golf purposes.

1. The City and MCDGO agree as follows:

A. The real property, which is the subject of this Agreement (the "Property"), is described as:

The southeastern portion of Riverside Park that is currently improved by and used for a 24-hole disc golf course. A sketch of the Property that is the subject of this Agreement is included as Exhibit A to this Agreement.

B. The term of this Agreement is fifteen (15) years commencing on the date of signing unless otherwise terminated as provided herein. The term of this Agreement may be extended by mutual agreement of the Parties and approval by the City Commission.

C. The parties may unilaterally terminate this Agreement at any time and for any reason upon written notice to the other party not less than sixty (60) days in advance of termination.

D. MCDGO, acting on behalf of the City, is authorized to manage, oversee, and schedule, in consultation with the City Manager, MCDGO events and events and use of the Property by other disc golf groups, organizations, or users when MCDGO is not using the Property for MCDGO events. MCDGO may charge and collect a fee in an amount as shown in Exhibit B for the scheduling and use of the Property by other disc golf groups, organizations, or users.

E. Use of the Property by MCDGO or other disc golf groups, organizations, or users is subject to applicable federal, state and local laws and regulations including, but not limited to, any City ordinances and regulations regarding use of Riverside Park.

F. During the term of this Agreement, the City will not permit any other groups, organizations, or users to host disc golf events on the Property, except as otherwise scheduled by MCDGO. MCDGO shall provide the City Manager with a written schedule, updated not less than monthly, showing use of the Property by MCDGO or others. MCDGO shall obtain contact information for any other groups or organizations seeking to use the Property and promptly provide such information in writing to the City Manager not less than one week prior to the scheduled event or use.

G. The City is permitted to cancel use of the Property for any emergency if, in the sole discretion of the City Manager, conditions of the Property, weather or other emergency prohibit safe use of the Property.

- H. MCDGO will pay the City one dollar (\$1.00) at the execution of this Agreement for MCDGO's use of the Property for the term of this Agreement.
- I. MCDGO will maintain the Property during the disc golf season including, but not limited to, maintaining the disc golf baskets in a good working and safe condition and all litter from golfers.
- J. MCDGO agrees to indemnify and hold harmless the City, its elected and appointed officers, officials, employees and agents for any claims resulting from use of the Property, including attorney's fees.
- K. MCDGO will maintain liability insurance of at least two million dollars (\$2,000,000) which identifies the City of Scottville, its elected and appointed officials, and its employees as additional insured parties. MCDGO will annually provide the City a Certificate of Insurance which demonstrates the insurance coverage and identification of the City as an insured party. Failure to procure this insurance or provide the City with the certificate of insurance at the required time constitutes a material breach of this Agreement and the City is authorized to terminate the Agreement immediately and without notice upon such breach. For any other group or organization scheduled to make use of the Property, MCDGO shall require and verify that such group or organization: (1) indemnifies and holds harmless the City, its elected and appointed officers, officials, employees and agents for any claims resulting from use of the Property, including attorney's fees, and (2) obtains liability insurance in the same amount and type as MCDGO is required to obtain pursuant to this Agreement and ensure that the City of Scottville, its elected and appointed officials, and its employees are named as additional insured parties on such policies.
- L. MCDGO is permitted to make improvements to the Property that are reasonably necessary for the maintenance or improvement of the disc golf course or for the facilitation of its events and activities. Any improvement which constitutes a permanent fixture which is not readily removable from the Property must be approved by the City. MCDGO will own any improvements made to the Property by MCDGO and such improvements shall be removed by MCDGO at the end of this Agreement.
- M. Neither the City nor MCDGO will utilize the Property for disc golf or other recreational purposes after dark or outside of the designated months or hours of operation of Riverside Park. Dark is defined as thirty (30) minutes after sunset on a given day.
- N. The City and MCDGO will ensure that the Property is a drug and alcohol free space. Neither party will permit events on the Property that involve the use of drugs or alcohol.
- O. MCDGO is permitted to use the restrooms and other facilities in Riverside Park and outside of the Property during its events and activities to the extent that such facilities are open and available to the public. MCDGO is entitled to utilize the Riverside Park restrooms, but no other facilities outside the Property, during its events and activities even if the restrooms are not otherwise open to the public.
- P. MCDGO is not permitted to lease or sublet the whole or any part of the Property.
- Q. MCDGO shall not assign its rights under this Agreement without the prior written approval from the City. The City will not unreasonably withhold its approval of an assignment.

2. Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.
3. This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous agreements, communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.
4. This Agreement shall be construed under and governed by the laws of the State of Michigan and all services to be provided will be provided in accordance with applicable federal, state and local law, without regard to its conflict of law's provisions. The courts of Mason County, Michigan, shall have jurisdiction over any dispute between the Parties with respect to this Agreement.
5. This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.
6. This Agreement contains the final and entire agreement between the Parties hereto and no Party to this Agreement shall be bound by any term, condition or representation, oral or written, not set forth herein.

WITNESSES:

CITY OF SCOTTVILLE

Clarence E. Goodlein, Interim City Manager

By: Marcy Spencer,
Its: Mayor

Mason County Disc Golf Organization

Kelse Lester, City Clerk

By: Jeff Schwass
Its: Agent

Exhibit A

Sketch of Riverside Park Property
Subject to Agreement with MCDGO

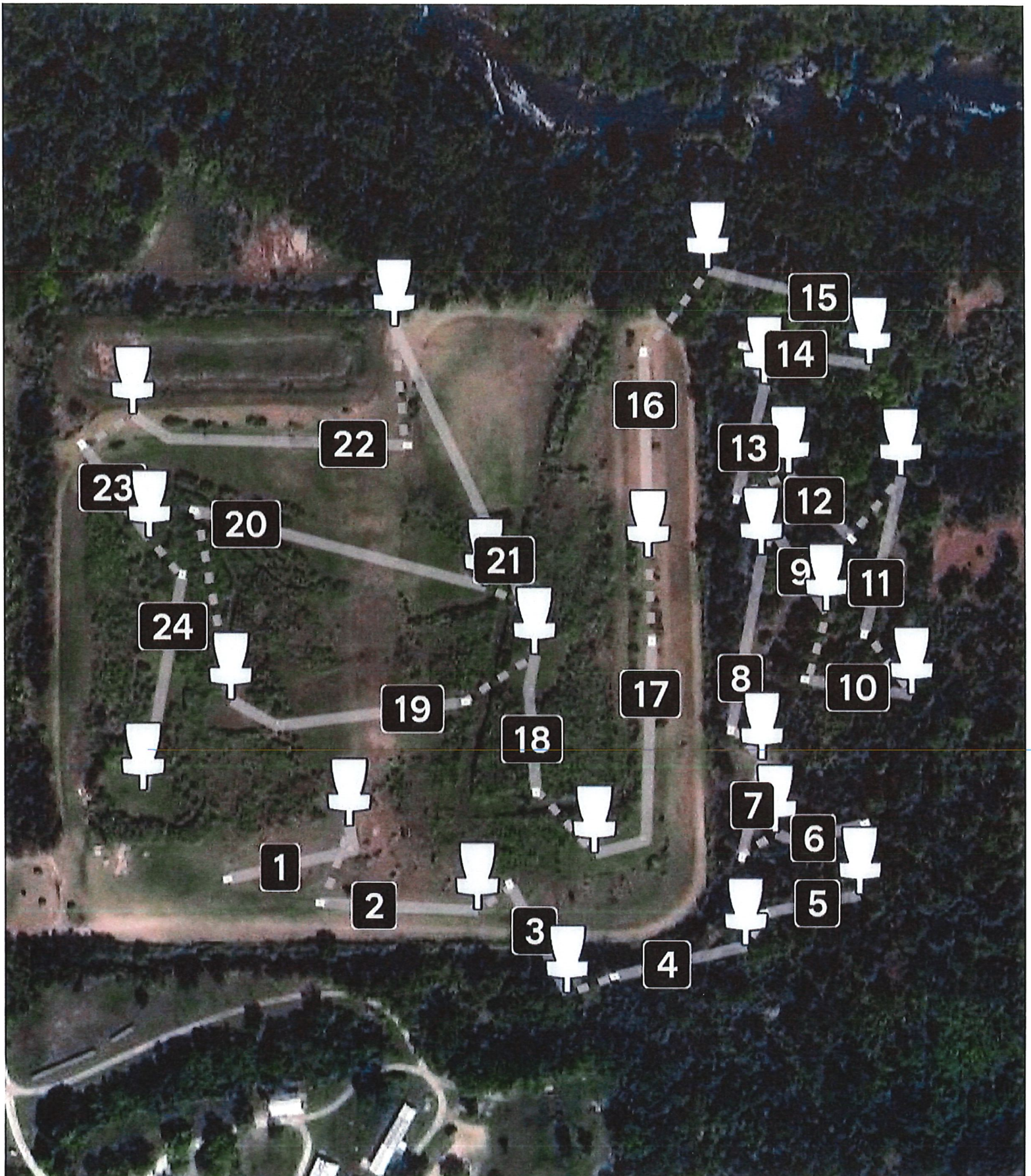


EXHIBIT B

FEE STRUCTURE FOR USE OF MASON CO DISC GOLF ORG BY NON CONTRACTED ENTITIES-

At Scottville Riverside Park Edge course

GROUP _____

Date _____

***Certificate of insurance MUST be provided before use- same
requirements as MCDGO***

***League- Annual
\$50 Unlimited Course Use-
Payable before play begins-***

***Tourneys- 1 time use
\$75 Per Use-
Payable before Event-***

Checks to be made out to MCDGO

All events must comply with Scottville Riverside Park rules

***Failure to comply with these rules may result in loss of use of
this equipment at park***

NO COMMERCIAL USE WITHOUT PERMISSION



MASOCOU-18

GWHITE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/4/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lenz-Balder Insurance, Inc. 201 E. Court St. Ludington, MI 49431	CONTACT NAME: Casey Lakari PHONE (A/C, No, Ext): E-MAIL ADDRESS: clakari@lenzbalderins.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A : Auto Owners Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 18988
INSURED Mason County Disc Golf Organization c/o Jeff Schwass PO Box 187 Scottville, MI 49454	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		33432492	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

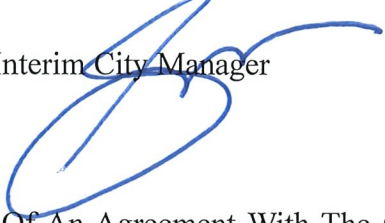
CANCELLATION

City Of Scottville 105 Main St. Scottville, MI 49454	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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MEMORANDUM

CITY OF SCOTTVILLE

To: Mayor Marcy Spencer and Members of the Scottville City Commission

From: Clarence E. Goodlein, Interim City Manager 

Date: September 09, 2024

Subject: Request For Approval Of An Agreement With The Gateway To Success School District (G2S) To Provide Two (2) Hours Of Law Enforcement Officer/School Resource Officer Presence Weekly Through August 31, 2027 Or Other Termination Of The Agreement

Background: Recently, the City of Scottville and its Police Department were contacted by the *Gateway To Success School District* (G2S) and requested to provide a Law Enforcement/School Resource Officer (LEO/SRO) presence for two (2) hours each week. Subsequently, the request was approved for City Commission consideration and a draft copy of a proposed agreement was sent to the City Attorney for review as required by the City Charter §14.2. A copy of the agreement reviewed, amended and approved by the City Attorney accompanies this memorandum. If approved by the City Commission, the agreement would provide \$8,000 of annual compensation for 104 hours of LEO/SRO presence at the school, in the first year, and an additional payment of \$1,650 in subsequent years as sharing for training and equipment costs that would be incurred.

Recommendation: It is recommended that the City Commission consider the proposed LEO/SRO agreement with G2S that would provide the school with 104 hours of LEO/SRO presence at the school in exchange for the annual payment of \$8,000, in the first year, and an additional payment of \$1,650 in subsequent years as sharing for training and equipment costs that would be incurred.

AGREEMENT FOR LAW ENFORCEMENT COVERAGE
SCHOOL RESOURCE OFFICER (SRO) PROGRAM

This Agreement, effective September 1, 2024 ("Effective Date"), is entered into between the City of Scottville ("Scottville" or the "City") and Gateway 2 Success School District ("G2S" or "the School") (together, the "Parties").

WHEREAS G2S seeks to foster an efficient program to ensure a safe school environment and to build a positive relationship between law enforcement and the students, faculty, staff, and visitors through a joint cooperative effort between G2S and Scottville by establishing a School Resource Officer Program ("SRO Program"); and

WHEREAS Scottville has an established police department and desires to provide such enhanced law enforcement presence for the purpose of providing a safe school environment and helping to build a positive relationship between law enforcement and the School community; and

WHEREAS Scottville has executed a similar Agreement for Law Enforcement Coverage with West Shore Community College ("WSCC") pursuant to the Community College Act of 1986, Act 331 of 1966, which grants Scottville police officers the powers and authority to act with the same powers and authority of a peace officer under the Code of Criminal Procedure; and

WHEREAS G2S and the City agree that Scottville Police Department officers assigned to provide law enforcement coverage, which are considered as public safety officers of G2S, shall perform similar functions, within the context of the educational mission of the school.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Jurisdiction.** The Parties agree and acknowledge that all law enforcement officers assigned by the City of Scottville to serve within the G2S SRO Program, are qualified and meet all proper statutory requirements to enforce federal, state, or local laws and administrative rules, and local or municipal ordinances. The SRO Program shall be staffed by officers currently under the employ of the City.
2. **Powers and Authority.** The law enforcement officers serving as SRO Program officers are empowered to maintain a safe and secure environment on school grounds, exercise all necessary activities to reduce/prevent incidents of school violence, prevent the perpetration of criminal offenses by juveniles and young adults, protect persons and property on the premises of G2S, and establish a rapport between the SRO and the student population, aiming at developing a positive relationship between law enforcement and the School community.
3. **Schedule and Coverage.** Scottville will provide one certified law enforcement officer to staff the SRO Program, beginning with the 2024 fall semester. The specific schedule of hours shall be determined by agreement between G2S's Superintendent and the City's Chief of Police ("Chief") and shall primarily include daytime hours on weekdays during the School's academic

year. The Parties understand and agree that the weekly schedule during the school year is intended to average approximately 2 hours per week and not less than 104 hours per year.

4. **Administrative Meetings.** In addition to the coverage hours specified in Section 3, the Chief may attend the following meetings if requested by G2S, provided that reasonable allowances shall be made for pre-arranged absences or exigent circumstances:

- (i) G2S Administrative meetings
- (ii) Faculty meetings
- (iii) Special Events Organizational meetings

5. **Special Activities or Events.** Upon request by G2S and approval by the Chief, the Parties may adjust the schedule described in Section 3 (Schedule and Coverage) to permit coverage during special events occurring at G2S campus, including those events occurring during the summer months and during evenings and weekends.

6. **Payment and Fee Structure.** G2S shall pay the City of Scottville an amount equal to \$8,000 for annual operating expenses (including wage and benefits) in the first year. In subsequent years, G2S will also share cost for personal equipment and training start-up costs, currently estimated at \$1,650 per year. The parties acknowledge that the wage and benefit scale and annual operating expenses for each successive fiscal year may increase; adjustments to satisfy said increases will be made annually.

7. **SRO Program Officer(s) is Not Agent or Employee of G2S.** The parties agree and acknowledge that the SRO Program officer(s) is not an agent of G2S. The City of Scottville retains sole supervision over the SRO Program officer. The SRO Program officer(s) assigned by the City of Scottville to provide services under this Agreement is/are not employee(s) of G2S and is/are not subject to the personnel policies of G2S. Nevertheless, the parties agree that G2S retains and reserves the right to require the SRO Program officer(s) assigned by the City of Scottville to provide services under this Agreement, to, (just like any other individual on its campus), adhere to all applicable G2S policies and rules and regulations.

8. **Communication Between the Parties.** The Parties shall develop and maintain effective communication and collaboration, to the extent permitted by law, to enhance campus safety and security. To that end, representatives of the Parties, including but not limited to the Title IX Coordinator, G2S Superintendent and City of Scottville Chief of Police, agree to meet at least annually to evaluate this Agreement, address any operational issues, and discuss any procedures, practices, or strategies the Parties may implement to further the goals of this Agreement.

9. **G2S Disciplinary Sanctions.** Nothing in the Agreement shall limit G2S's ability to impose on its student body, staff, and its employees, disciplinary sanctions for violations of G2S's institutional rules and policies. Enforcement of such disciplinary sanctions remains the sole responsibility of G2S.

10. Length of Agreement. Unless otherwise terminated, this Agreement shall remain in effect for three (3) years and end on August 31, 2027.

11. Limitation of Causes of Action. This Agreement shall not give any Party any rights or causes of action against each other, except as to enforce the terms of this Agreement. This Agreement further does not extend or create any rights or causes of action to third parties against either Party.

12. Early Termination. This Agreement may be terminated during its term by the City at any time and without any cause upon 120 days written notification. This Agreement may be terminated during its term by G2S at any time without cause upon written notice that the Agreement will end at the end of the academic year or on 180 days of notice by written notification that the agreement will end at the end of the academic year or within 180 days, which ever is longer.

13. Miscellaneous. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, with respect to the subject matter of this Agreement. The validity, interpretation, construction, and performance of this Agreement shall be governed by Michigan law. The headings in this Agreement are for purposes of convenience only and shall not be used to construe the meaning of any provision herein. Neither Party may assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of the other Party.

GATEWAY 2 SUCCESS SCHOOL DISTRICT:

By: Melissa Zumbach
Melissa Zumbach, Superintendent

Date: 8/19/24

CITY OF SCOTTVILLE:

By: _____
Marcy Spencer, Mayor

Date: _____

By: Katrina Skinner
Katrina Skinner, Interim Chief of Police

Date: 8-27-24

CITY OF SCOTTVILLE
MEMORANDUM

Date: September 09, 2024

To: Mayor Spencer and City Commissioners

From: Clarence E. Goodlein, Interim City Manager

Subject: **Request To Speak In Memory Of The 09-11-2001 & Twin Towers Tragedy**

This memorandum is to request time at the end of the City Commission meeting today to speak in memory of 09-11-2001 & Twin Towers/Pentagon/Flight 93 tragedy and those people who lost their lives on that day.