



Recreational Authority of Roseville & Eastpointe Board
4:00 pm - October 13, 2021
Meeting Agenda

MEETING HELD VIA ZOOM

To join the Recreational Authority Board of Roseville & Eastpointe Board meeting scheduled for October 13, 2021 at 4:00pm, please click the following link:

<https://zoom.us/j/99227007016?pwd=ZHd1emhxeENsWVdzdjdpd0taWE80QT09>

To Join Zoom Meeting: **Meeting ID: 992 2700 7016 Passcode: 225763**

Or dial-in to join by phone by calling: 1 929 205 6099 US
Phone Meeting ID: **992 2700 7016** Passcode: **225763**

- A. Roll Call
- B. 1. Approval of Minutes for Regular meeting September 8, 2021.
- C. Approval of Disbursements and Budget Report.
 - 1. Disbursement #3
 - 2. Revenue/Expense Reports
- D. Hearing of the Public - agenda items only
- E. Communications
- F. Old Business
- G. New Business
 - 1. Discuss Amendments to the Articles of Incorporation and By-Laws.
 - 2. Request approval of renewal of Roseville Community Schools/City of Roseville/Recreation Authority Cooperative Agreement.
 - 3. Discuss requirements for youth sports organizations renting the City of Eastpointe and City of Roseville Facilities.
- H. Hearing of the Public.
- I. Discussion by Director
- J. Discussion by Board members
- K. Adjournment

Next Meeting: Wednesday, November 10 at 4:00 p.m.



Recreational Authority of Roseville & Eastpointe Board Meeting Minutes

Conference Room - Recreation Authority Center via ZOOM

18185 Sycamore, Roseville, MI 48066

4:00 pm September 8, 2021

Meeting called to order 4:07 p.m.

A. Roll Call

- a. Ms. Brown, Mr. Klinefelt, Mr. Switalski, Mr. Walters and Mr. Merucci are present.

B. Approval of Minutes

a. Approval of Minutes for Regular Meeting on August 11, 2021

- i. Motion to approve the August Regular Meeting minutes was made by Mr. Walters, supported by Mr. Switalski. All approved, none opposed. Motion passed.

C. Approval of Disbursements and Budget Report

a. Disbursement #2

- i. Motion to approve disbursement #2 was made by Mr. Klinefelt, supported by Mr. Switalski. All approved, none opposed. Motion passed.

b. Revenue/Expense Report

- i. Motion to approve the revenue/expense report was made by Mr. Klinefelt, supported by Mr. Switalski. All approved, none opposed. Motion passed.

D. Hearing of the Public – agenda items only

- a. No public spoke

E. Communications

- a. Mr. Lipinski shared the Senior Newsletter, a letter to Motor City Bears regarding an unscheduled scrimmage and a copy of the Park Reservation waiver.

F. Old Business

a. Discuss amending Articles of Incorporation

- i. Document is now converted to a working word document, to be updated prior to the October meeting.

b. Discuss development of a policy on use of Recreation Authority funds for Capital Projects in parks in each community.

- i. A suggested change of to change the word “policy” to “guidelines” in the title; and a suggestion on number 3 to change “Board Members” to “RARE management” was made by Mr. Klinefelt. A suggestion to combine number 3 and 4 was made by Ms. Brown. A motion to approve the development on use of the Recreation Authority funds for Capital Projects in parks in each community, pending the suggested changes, was made by Mr. Switalski, supported by Mr. Walters. All approved, none opposed. Motion passed.

G. New Business

a. Discuss Senior Center rates in our area

- i. A motion to approve the suggested rate for the RARE Senior Center was made by Mr. Switalski, supported by Mr. Klinefelt. All approved, none opposed. Motion passed.

b. Request approval to purchase department vehicle (P-15 replacement)

- i. A motion to approve the purchase of a department vehicle to replace P-15, not to exceed \$29,000, was made by Mr. Switalski, supported by Mr. Klinefelt. All approved, none opposed. Motion passed.

H. Hearing of the Public

- a. No public spoke

I. Discussion by Director

- a. Mr. Lipinski shared about Lifeguarding program and possible upcoming swim programs. The Recreation Authority preschool teacher has resigned and a new teacher has been hired. A group of volunteers put in disc golf tee pads out at Spindler Park. The Eastpointe Memorial Concession Stand is mostly complete, there are a few modifications that need to be made. The Summer Day Camp program did complete in August, we had some modifications and will look into a few other changes for next Summer. The Kalahari Trip was well attended. The large gym floors have been getting refinished, there was a supply shortage for finish so we are waiting on them to

arrive to finish the floors. The Senior Style Dining program has stopped in person meals and will continue with to go meals. There is a meet me on the trail event on September 25th to be held at Spindler Park and Veteran's Memorial Park. The Mother & Son Fall Fest is scheduled for October 14th and the 43rd Annual Big Bird Run is scheduled for Sunday, November 14th.

J. Discussion by Board Members

- a. **Mr. Switalski** – Nothing at this time
- b. **Ms. Brown** – Nothing at this time
- c. **Mr. Klinefelt** – Nothing at this time
- d. **Mr. Walters** – Reminded the board of the audit
- e. **Mr. Merucci** – Requested a copy of the flyer for the park event on September 25th

Meeting adjourned – 4:39 p.m.


Recreational Authority of Roseville & Eastpointe


Disbursement #3

September 2021	37,705.81
AP Total	<u>37,705.81</u>
Pay #5 (9/1/21)	36,355.70
Pay #6 (9/15/21)	30,157.62
Pay #7 (9/29/21)	30,260.75
Payroll Total	<u>96,774.07</u>
Grand Total	134,479.88

*THE FOLLOWING AMOUNTS REPRESENT DISBURSEMENTS FOR
MATERIALS AND SERVICES RECEIVED.*

SUBMITTED FOR BOARD APPROVAL:


EXECUTIVE DIRECTOR


CITY CONTROLLER

THE BOARD APPROVED PAYMENT FOR THE ABOVE VOUCHERS ON:

10/7/2021
DATE

BOARD CLERK / TREASURER

CHECK REGISTER
SEPTEMBER 2021
RARE

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check #
Fund 208 PARK/RECREATION FUND							
Dept 101 GENERAL DEPARTMENT							
208-101-402.000	CURRENT PROPERTY TAXES	MACOMB COUNTY TREASURER	INVOICE (RARE) THROUGH 7-31-21	73121	9/3/2021	98.47	7459
208-101-652.000	RECREATION USE AND ADMISSION FEE-ROSEV BRADLEY, DAVON		REFUND-CANCELLATION	129681	9/3/2021	50.00	7453
208-101-652.000	RECREATION USE AND ADMISSION FEE-ROSEV HAYES, STEPHANIE		REFUND-RESERVATION CHANGE	129644	9/3/2021	200.00	7456
208-101-652.000	RECREATION USE AND ADMISSION FEE-ROSEV JACKSON, RYAN		REFUND-CANCELLATION	129638	9/3/2021	37.50	7457
208-101-652.000	RECREATION USE AND ADMISSION FEE-ROSEV COOPER-WRIGHT, NEKEYSIA		REFUND-RESERVATION CHANGE	129842	9/14/2021	100.00	7482
208-101-652.000	RECREATION USE AND ADMISSION FEE-ROSEV DIGGS, AMANDA		REFUND-CANCELLATION	129312	9/14/2021	35.00	7483
208-101-652.000	RECREATION USE AND ADMISSION FEE-ROSEV SMITH, TANEIL		REFUND-RESERVATION CHANGE	129841	9/14/2021	200.00	7485
208-101-652.000	RECREATION USE AND ADMISSION FEE-ROSEV AFFER, DANNY		MENS SOFTBALL COACH REFUNDS	90121	9/24/2021	100.00	7487
208-101-652.000	RECREATION USE AND ADMISSION FEE-ROSEV ANGYAL, JAMES		MENS SOFTBALL COACH REFUNDS	90121	9/24/2021	100.00	7488
208-101-652.000	RECREATION USE AND ADMISSION FEE-ROSEV ASHLEY, SHAUN		T-BALL COACH REFUNDS	90121	9/24/2021	50.00	7490
208-101-652.000	RECREATION USE AND ADMISSION FEE-ROSEV BIANCHI, CHRIS		MENS SOFTBALL COACH REFUNDS	90121	9/24/2021	100.00	7491
208-101-652.000	RECREATION USE AND ADMISSION FEE-ROSEV BOYD, LATOYA		REFUND-RESERVATION CHANGE	130049	9/24/2021	100.00	7492
208-101-652.000	RECREATION USE AND ADMISSION FEE-ROSEV CARLISI, JANE		REFUND-CANCELLATION	130073	9/24/2021	41.00	7494
208-101-652.000	RECREATION USE AND ADMISSION FEE-ROSEV CLARK-LEWIS, GLADYS		REFUND-RESERVATION CHANGE	129932	9/24/2021	100.00	7495
208-101-652.000	RECREATION USE AND ADMISSION FEE-ROSEV FARVER, DAVID		MENS SOFTBALL COACH REFUNDS	90121	9/24/2021	100.00	7498
208-101-652.000	RECREATION USE AND ADMISSION FEE-ROSEV FOSTER, JOSH		MENS SOFTBALL COACH REFUNDS	90121	9/24/2021	200.00	7499
208-101-652.000	RECREATION USE AND ADMISSION FEE-ROSEV FOWLER, LENA		REFUND-RESERVATION CHANGE	129929	9/24/2021	100.00	7500
208-101-652.000	RECREATION USE AND ADMISSION FEE-ROSEV GAFFKE, MARK		MENS SOFTBALL COACH REFUNDS	90121	9/24/2021	100.00	7501
208-101-652.000	RECREATION USE AND ADMISSION FEE-ROSEV GIBSON, MAJOR		REFUND-CANCELLATION	129844	9/24/2021	230.00	7502
208-101-652.000	RECREATION USE AND ADMISSION FEE-ROSEV HARRIS, MONISHA		REFUND-CANCELLATION	129879	9/24/2021	60.00	7503
208-101-652.000	RECREATION USE AND ADMISSION FEE-ROSEV HOUCK, CHRIS		BASEBALL 11/12/13 COACH REFUNDS	90121	9/24/2021	95.00	7504
208-101-652.000	RECREATION USE AND ADMISSION FEE-ROSEV HURD, MARK		MENS SOFTBALL COACH REFUNDS	90121	9/24/2021	100.00	7505
208-101-652.000	RECREATION USE AND ADMISSION FEE-ROSEV JANSEN, ERIC		BASEBALL 9-10 COACH REFUNDS	90121	9/24/2021	85.00	7507
208-101-652.000	RECREATION USE AND ADMISSION FEE-ROSEV JONES, DERICK		REFUND-RESERVATION CHANGE	130048	9/24/2021	200.00	7508
208-101-652.000	RECREATION USE AND ADMISSION FEE-ROSEV KHALAF, BRANDON		MENS SOFTBALL COACH REFUNDS	90121	9/24/2021	100.00	7509
208-101-652.000	RECREATION USE AND ADMISSION FEE-ROSEV LACROIX, BROOKE		REFUND-CANCELLATION	130058	9/24/2021	20.00	7512
208-101-652.000	RECREATION USE AND ADMISSION FEE-ROSEV LERCHE, DAVE		MENS SOFTBALL COACH REFUNDS	90121	9/24/2021	100.00	7514
208-101-652.000	RECREATION USE AND ADMISSION FEE-ROSEV LEWIS, ROBERT		MENS SOFTBALL COACH REFUNDS	90121	9/24/2021	100.00	7515
208-101-652.000	RECREATION USE AND ADMISSION FEE-ROSEV LISI, JUSTIN		MENS SOFTBALL COACH REFUNDS	90121	9/24/2021	100.00	7517
208-101-652.000	RECREATION USE AND ADMISSION FEE-ROSEV MASTERSON, BRYAN		BASEBALL 11/12/13 COACH REFUNDS	90121	9/24/2021	95.00	7519
208-101-652.000	RECREATION USE AND ADMISSION FEE-ROSEV MAURER, KEN		T-BALL COACH REFUNDS	90121	9/24/2021	50.00	7520
208-101-652.000	RECREATION USE AND ADMISSION FEE-ROSEV MAYNE, ADAM		T-BALL COACH REFUNDS	90121	9/24/2021	50.00	7521
208-101-652.000	RECREATION USE AND ADMISSION FEE-ROSEV MCKENZIE, DASHAWN		REFUND-RESERVATION CHANGE	129931	9/24/2021	100.00	7522
208-101-652.000	RECREATION USE AND ADMISSION FEE-ROSEV PATTON, STEVEN		BASEBALL 9-10 COACH REFUNDS	90121	9/24/2021	85.00	7523

208-101-652.000	RECREATION USE AND ADMISSION FEE-ROSEV POLISUK, ALLSION	REFUND-REFUND	130063	9/24/2021	55.00	7524
208-101-652.000	RECREATION USE AND ADMISSION FEE-ROSEV RICKMAN, JANAE	REFUND-RESERVATION CHANGE	129930	9/24/2021	100.00	7525
208-101-652.000	RECREATION USE AND ADMISSION FEE-ROSEV STANLEY, SHERRI	REFUND-RESERVATION CHANGE	129928	9/24/2021	200.00	7529
208-101-652.000	RECREATION USE AND ADMISSION FEE-ROSEV STIRE, AMANDA	REFUND-CANCELLATION	129920	9/24/2021	100.00	7530
208-101-652.000	RECREATION USE AND ADMISSION FEE-ROSEV VANESSEN, RODNEY	MENS SOFTBALL COACH REFUNDS	90121	9/24/2021	100.00	7533
208-101-652.000	RECREATION USE AND ADMISSION FEE-ROSEV WILLIAMSON, JOHN	REFUND-CANCELLATION	129882	9/24/2021	47.50	7535
208-101-652.000	RECREATION USE AND ADMISSION FEE-ROSEV WRIGHT, CHRIS	MENS SOFTBALL COACH REFUNDS	90121	9/24/2021	100.00	7536
208-101-653.000	SMART-OPERATING CREDITS NATIONAL TRAILS INC	TRAVELS TO KALAHARI	5133 5132	9/3/2021	1271.66	7473
208-101-730.000	POSTAGE CITY OF ROSEVILLE	POSTAGE FOR AUGUST 2021	1716	9/14/2021	208.65	7481
208-101-740.000	SUPPLIES GRANT, MARY	REIMBURSEMENT- SUPPLIES FOR SENIC	PR25701	9/3/2021	598.45	7469
208-101-740.000	SUPPLIES ANTHONY LIPINSKI/SARA FREDE	PETTY CASH	PR25706	9/24/2021	350.00	7489
208-101-740.004	PLAYGROUND AND ATHLETIC SUPPLIES FRANKLIN SPORTS	SPORTS EQUIPMENT	225565	9/3/2021	149.80	7455
208-101-740.004	PLAYGROUND AND ATHLETIC SUPPLIES FRANKLIN SPORTS	SPORTS EQUIPMENT	225566	9/3/2021	289.80	7455
208-101-740.004	PLAYGROUND AND ATHLETIC SUPPLIES WOODS TROPHIES	BASEBALL TROPHIES	0721-1187	9/3/2021	807.75	7460
208-101-801.000	PROFESSIONAL SERVICES ABEL ELECTRONICS INC	SCOPE OF WORK 8/13/21	82665	9/3/2021	95.00	7462
208-101-801.000	PROFESSIONAL SERVICES NATIONAL TRAILS INC	TRAVELS TO KALAHARI	5133 5132	9/3/2021	1308.34	7473
208-101-801.000	PROFESSIONAL SERVICES ROSEVILLE COMMUNITY SCHOO	JULY POOL USAGE (LIFEGUARD PROGR/	81907	9/3/2021	256.96	7474
208-101-801.000	PROFESSIONAL SERVICES BRIGHT HORIZON SERVICES INC	8/24 FERTILIZER TREATMENT	38062	9/14/2021	275.00	7480
208-101-801.000	PROFESSIONAL SERVICES ROSEVILLE COMMUNITY SCHOO	SDC BUS TRANSPORTATION FOR FIELD	2021-1	9/24/2021	559.92	7526
208-101-801.000	PROFESSIONAL SERVICES ROSEVILLE COMMUNITY SCHOO	SDC BUS TRANSPORTATION FOR FIELD	2021-1	9/24/2021	2780.16	7526
208-101-801.000	PROFESSIONAL SERVICES CAREY AND PAUL GROUP	8/5 MAIN STREAM DRIVE BAND	833	9/28/2021	900.00	7539
208-101-801.000	PROFESSIONAL SERVICES CAREY AND PAUL GROUP	7/20 RCK LIEDER BAND TRIO	841	9/28/2021	650.00	7539
208-101-818.000	CONTRACTUAL SERVICES ZEPP, ADAM	7/26 OFFICIALS PAY	PR25684	9/3/2021	90.00	7461
208-101-818.000	CONTRACTUAL SERVICES ELSEY, TOM	8/20-8/26 OFFICALS PAY	PR25702	9/3/2021	280.00	7466
208-101-818.000	CONTRACTUAL SERVICES FERRARO, DOMINIC	JUNE OFFICALS PAY	PR25702	7/4/2021	225.00	7467
208-101-818.000	CONTRACTUAL SERVICES FERRARO, DOMINIC	7/1-8/19 OFFICALS PAY	PR25702	9/3/2021	810.00	7467
208-101-818.000	CONTRACTUAL SERVICES FIRST SERVE LLC	AUGUST 2021 SUMMER TENNIS	82621	9/3/2021	992.25	7468
208-101-818.000	CONTRACTUAL SERVICES JABLONSKI, ROMAN	8/20-8/26 OFFICALS PAY	PR25702	9/3/2021	280.00	7470
208-101-818.000	CONTRACTUAL SERVICES KRZEZEWSKI, AL	8/26 OFFICALS PAY	PR25702	9/3/2021	120.00	7471
208-101-818.000	CONTRACTUAL SERVICES SMITH, TYRONE	8/20 OFFICALS PAY	PR25702	9/3/2021	160.00	7475
208-101-818.000	CONTRACTUAL SERVICES SUMINSKI, THOMAS	8/20-8/26 OFFICALS PAY	PR25702	9/3/2021	280.00	7476
208-101-818.000	CONTRACTUAL SERVICES ZEPP, ADAM	7/14 OFFICALS PAY	PR25702	9/3/2021	45.00	7477
208-101-818.000	CONTRACTUAL SERVICES JABLONSKI, ROMAN	9/2-9/10 OFFICIALS PAY	PR25703	9/24/2021	320.00	7506
208-101-818.000	CONTRACTUAL SERVICES KRZEZEWSKI, AL	9/2-9/10 OFFICIALS PAY	PR25703	9/24/2021	240.00	7510
208-101-818.000	CONTRACTUAL SERVICES LIPINSKI, NICHOLAS	9/1-9/18 SCORE KEEPER	PR25703	9/24/2021	246.75	7516
208-101-818.000	CONTRACTUAL SERVICES LIPINSKI, NICHOLAS	ASSIST AT SUMMER STROLL EVENT	PR25685	9/24/2021	57.75	7516
208-101-818.000	CONTRACTUAL SERVICES SMITH, TYRONE	9/9 OFFICIALS PAY	PR25703	9/24/2021	120.00	7528
208-101-818.000	CONTRACTUAL SERVICES SUMINSKI, THOMAS	9/2-9/10 OFFICIALS PAY	PR25703	9/24/2021	240.00	7531
208-101-880.000	COMMUNITY PROMOTION AD-TECH AGENCY INC	WALK MI SHIRTS (5)	56940	9/24/2021	100.00	7486
208-101-920.000	UTILITIES CONSUMERS ENERGY	GAS SVC 1000 1006 8144	2.04E+11	9/3/2021	157.08	7464
208-101-920.000	UTILITIES DTE ENERGY	ELEC SVC 9100 026 8010 6 8/7-9/7/21	90821	9/24/2021	14.91	7496
208-101-931.000	BUILDING MAINTENANCE KSS ENTERPRISES	H291 PROTECT COATING 5 GL BIB	1320735-1	9/3/2021	195.04	7458
208-101-931.000	BUILDING MAINTENANCE KSS ENTERPRISES	PROTECT COATING 5 GAL/FLOOR PADS	1320735	9/3/2021	407.93	7472

208-101-931.000	BUILDING MAINTENANCE	GREAT LAKES PEST CONTROL CO PEST CONTROL - 8-23-21	62667	9/14/2021	40.00	7484
208-101-931.000	BUILDING MAINTENANCE	BRIGHT HORIZON SERVICES INC 9/3 STEAM CLEAN CARPETS	38118	9/24/2021	650.00	7493
208-101-931.000	BUILDING MAINTENANCE	DU-ALL CLEANING INC CLEANING SVCS - 8/24 STRIP/WAX STE/	15920	9/24/2021	4035.00	7497
208-101-931.000	BUILDING MAINTENANCE	KSS ENTERPRISES PROTECT COATING 5 GL BIB	1322028	9/24/2021	786.11	7511
208-101-933.000	OFFICE EQUIPMENT MAINTENANCE	MARCO TECHNOLOGIES LLC MTHLY COPIER CHGS #MER725	INV909982	9/24/2021	231.31	7518
208-101-933.000	OFFICE EQUIPMENT MAINTENANCE	MARCO TECHNOLOGIES LLC MTHLY COPIER CHGS #MER725	INV909982	9/24/2021	64.63	7518
208-101-940.000	RENTALS	TEE PEE INC STANDARD UNIT GRAY	31713	9/24/2021	170.00	7532
208-101-940.000	RENTALS	TEE PEE INC STANDARD UNIT GRAY	31825	9/24/2021	255.00	7532
208-101-940.000	RENTALS	TEE PEE INC STANDARD UNIT GRAY	31821	9/24/2021	255.00	7532

Total For Dept 101 GENERAL DEPARTMENT 26,454.72

Dept 691 SMART						
208-691-707.000	WAGES- TEMPORARY EMPLOYEES	WEBB, RUSSELL	DRIVING PAYMENT- COVID VACCINE SI PR25708	9/24/2021	80.00	7534
208-691-751.000	FUEL	CITY OF ROSEVILLE	JULY 2021 MECHANICS CHARGES Jul-21	9/3/2021	1129.28	7454
208-691-801.000	PROFESSIONAL SERVICES	LAFATA AUTO BODY	FINAL-REPAIRS TO SMART VAN #36001 PR25704	9/24/2021	5179.39	7513
208-691-850.000	COMMUNICATIONS	DIRECT TV	ACCT# 008724326 8/21-9/20/21 008724326	9/3/2021	184.98	7465
208-691-976.000	BUILDING ADDITON & IMPROVEMENT	ANDERSON, ECKSTEIN & WESTRI PROJ# 1556-0001-0 NORTH PARKING LI	129755	7/4/2021	4415.64	7463
208-691-976.000	BUILDING ADDITON & IMPROVEMENT	ANDERSON, ECKSTEIN & WESTRI PROJ# 1556-0001-0 NORTH PARKING LI	132708	9/3/2021	261.80	7463

Total For Dept 691 SMART 11,251.09

Total For Fund 208 PARK/RECREATION FUND 37,705.81

Fund Totals:

Fund 208 PARK/RECREATION FUND

Total For All Funds:

08/26/2021 04:08 PM
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JOURNALS POSTING REPORT
POSTING REPORT

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Post Date	Journal	Summ/Det	Ref #	Description	DR Amount	CR Amount
09/01/2021	PR	S	631977 428	SUMMARY PR 09/01/2021		
208-000-001.001				CASH RECR AUTH		22,577.96
208-000-258.000				ACCRUED TAXES PAYABLE		4,737.92
208-000-258.001				OTHER PAYROLL WITHHOLDING		9,039.82
208-101-706.000				WAGES- PERMANENT EMPLOYEES	13,237.34	
208-101-707.000				WAGES- TEMPORARY EMPLOYEES	13,971.35	
208-101-715.000				FICA-EMPLOYER'S	2,041.03	
208-101-718.000				RETIREMENT FUND CONTRIBUTION	2,216.36	
208-691-706.000				WAGES- PERMANENT EMPLOYEES	1,618.54	
208-691-707.000				WAGES- TEMPORARY EMPLOYEES	2,668.00	
208-691-715.000				FICA-EMPLOYER'S	327.93	
208-691-718.000				RETIREMENT FUND CONTRIBUTION	275.15	
					<u>36,355.70</u>	<u>36,355.70</u>
					<u><u>36,355.70</u></u>	<u><u>36,355.70</u></u>

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JOURNALS POSTING REPORT
POSTING REPORT

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Post Date	Journal	Summ/Det	Ref #	Description	DR Amount	CR Amount
GL Number						
09/15/2021	PR	S	641976 429	SUMMARY PR 09/15/2021		
208-000-001.001				CASH RECR AUTH		17,784.85
208-000-258.000				ACCRUED TAXES PAYABLE		3,856.90
208-000-258.001				OTHER PAYROLL WITHHOLDING		8,515.87
208-101-706.000				WAGES- PERMANENT EMPLOYEES	13,037.34	
208-101-707.000				WAGES- TEMPORARY EMPLOYEES	8,658.15	
208-101-715.000				FICA-EMPLOYER'S	1,619.22	
208-101-718.000				RETIREMENT FUND CONTRIBUTION	2,216.36	
208-691-706.000				WAGES- PERMANENT EMPLOYEES	1,618.54	
208-691-707.000				WAGES- TEMPORARY EMPLOYEES	2,423.63	
208-691-715.000				FICA-EMPLOYER'S	309.23	
208-691-718.000				RETIREMENT FUND CONTRIBUTION	275.15	
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					30,157.62	30,157.62

Post Date	Journal	Summ/Det	Ref #	Description	DR Amount	CR Amount
GL Number						
09/29/2021	PR	S	643138 430	SUMMARY PR 09/29/2021		
208-000-001.001				CASH RECR AUTH		18,022.69
208-000-258.000				ACCRUED TAXES PAYABLE		3,871.58
208-000-258.001				OTHER PAYROLL WITHHOLDING		8,366.48
208-101-706.000				WAGES- PERMANENT EMPLOYEES	13,037.34	
208-101-707.000				WAGES- TEMPORARY EMPLOYEES	8,694.32	
208-101-715.000				FICA-EMPLOYER'S	1,622.01	
208-101-718.000				RETIREMENT FUND CONTRIBUTION	2,216.36	
208-691-706.000				WAGES- PERMANENT EMPLOYEES	1,618.54	
208-691-707.000				WAGES- TEMPORARY EMPLOYEES	2,483.25	
208-691-715.000				FICA-EMPLOYER'S	313.78	
208-691-718.000				RETIREMENT FUND CONTRIBUTION	275.15	
					<hr/>	<hr/>
					30,260.75	30,260.75
					<hr/>	<hr/>
					30,260.75	30,260.75

10/07/2021		REVENUE AND EXPENDITURE REPORT FOR RARE							
		PERIOD ENDING 09/30/2021							
		% Fiscal Year Completed: 25.00							
		2021-22		YTD BALANCE		ACTIVITY FOR			
		ORIGINAL	2021-22	09/30/2021		MONTH 09/30/21	ENCUMBERED	UNENCUMBERED	% BDGT
GL NUMBER	DESCRIPTION	BUDGET	AMENDED BUDGET	NORM (ABNORM)		INCR (DECR)	YEAR-TO-DATE	BALANCE	USED
Fund 208 - PARK/RECREATION FUND									
Revenues									
208-101-402.000	CURRENT PROPERTY TAXES	1,450,025.19	1,450,025.19	49,777.92		6.83	0.00	1,400,247.27	3.43%
208-101-441.000	LOCAL COMMUNITY STABILIZATION SHARE TAX	41,413.00	41,413.00	0.00		0.00	0.00	41,413.00	0.00%
208-101-614.000	VENDING REVENUE	1,000.00	1,000.00	0.00		0.00	0.00	1,000.00	0.00%
208-101-652.000	RECREATION USE AND ADMISSION FEE-ROSEVIL	450,000.00	450,000.00	64,455.45		22,692.00	0.00	385,544.55	14.32%
208-101-653.000	SMART-OPERATING CREDITS	193,712.00	193,712.00	0.00		0.00	0.00	193,712.00	0.00%
208-101-654.000	SMART- FAREBOX REVENUE	49,903.07	49,903.07	1,182.44		477.44	0.00	48,720.63	2.37%
208-101-664.000	INTEREST AND DIVIDENDS	2,000.00	2,000.00	0.00		0.00	0.00	2,000.00	0.00%
208-101-674.000	CONTRIBUTIONS AND DONATIONS	2,000.00	2,000.00	123.74		0.00	0.00	1,876.26	6.19%
TOTAL REVENUES		2,190,053.26	2,190,053.26	115,539.55		23,176.27	0.00	2,074,513.71	5.28%
Expenditures									
208-101-706.000	WAGES- PERMANENT EMPLOYEES	346,594.61	346,594.61	95,040.85		39,312.02	0.00	251,553.76	27.42%
208-101-707.000	WAGES- TEMPORARY EMPLOYEES	358,444.00	358,444.00	106,704.04		31,323.82	0.00	251,739.96	29.77%
208-101-709.000	WAGES- OVERTIME	1,000.00	1,000.00	0.00		0.00	0.00	1,000.00	0.00%
208-101-715.000	FICA-EMPLOYER'S	54,011.00	54,011.00	15,150.28		5,282.26	0.00	38,860.72	28.05%
208-101-718.000	RETIREMENT FUND CONTRIBUTION	57,627.00	57,627.00	15,458.50		6,649.08	0.00	42,168.50	26.83%
208-101-719.000	HEALTH, LIFE, DENTAL	85,957.00	85,957.00	20,002.15		12.50	0.00	65,954.85	23.27%
208-101-725.000	UNEMPLOYMENT & WORKERS COMPENSATION	7,036.10	7,036.10	0.00		0.00	0.00	7,036.10	0.00%
208-101-728.000	OFFICE SUPPLIES	8,000.00	8,000.00	864.81		0.00	0.00	7,135.19	10.81%
208-101-730.000	POSTAGE	17,928.00	17,928.00	5,799.91		208.65	0.00	12,128.09	32.35%
208-101-740.000	SUPPLIES	46,350.00	46,350.00	4,202.75		948.45	0.00	42,147.25	9.07%
208-101-740.004	PLAYGROUND AND ATHLETIC SUPPLIES	55,620.00	55,620.00	10,379.66		0.00	0.00	45,240.34	18.66%
208-101-751.000	FUEL	4,000.00	4,000.00	0.00		0.00	0.00	4,000.00	0.00%
208-101-801.000	PROFESSIONAL SERVICES	62,500.00	62,500.00	13,232.84		8,097.04	0.00	49,267.16	21.17%
208-101-818.000	CONTRACTUAL SERVICES	98,000.00	98,000.00	13,220.75		4,416.75	0.00	84,779.25	13.49%
208-101-826.000	LEGAL FEES	1,000.00	1,000.00	0.00		0.00	0.00	1,000.00	0.00%
208-101-850.000	COMMUNICATIONS	30,000.00	30,000.00	11,844.11		0.00	0.00	18,155.89	39.48%
208-101-861.000	AUTO EXPENSE ALLOWANCE	250.00	250.00	0.00		0.00	0.00	250.00	0.00%
208-101-864.000	CONFERENCE & WORKSHOPS	3,500.00	3,500.00	109.92		0.00	0.00	3,390.08	3.14%
208-101-880.000	COMMUNITY PROMOTION	27,550.00	27,550.00	897.75		100.00	0.00	26,652.25	3.26%
208-101-900.000	PRINTING & PUBLICATIONS	25,000.00	25,000.00	14,491.40	A	0.00	0.00	10,508.60	57.97%
208-101-901.000	BANK FEES	7,000.00	7,000.00	1,492.95		0.00	0.00	5,507.05	21.33%
208-101-910.000	INSURANCE AND BONDS	35,000.00	35,000.00	0.00		0.00	0.00	35,000.00	0.00%
208-101-920.000	UTILITIES	35,000.00	35,000.00	1,663.01		171.99	0.00	33,336.99	4.75%
208-101-931.000	BUILDING MAINTENANCE	59,500.00	59,500.00	13,876.67		5,919.04	0.00	45,623.33	23.32%
208-101-933.000	OFFICE EQUIPMENT MAINTENANCE	11,500.00	11,500.00	982.06		295.94	0.00	10,517.94	8.54%
208-101-939.000	VEHICLE MAINTENANCE	7,000.00	7,000.00	0.00		0.00	0.00	7,000.00	0.00%
208-101-940.000	RENTALS	6,000.00	6,000.00	1,530.00		680.00	0.00	4,470.00	25.50%
208-101-958.000	MEMBERSHIPS AND DUES	2,500.00	2,500.00	0.00		0.00	0.00	2,500.00	0.00%
208-101-960.000	EDUCATION AND TRAINING	5,000.00	5,000.00	420.36		0.00	0.00	4,579.64	8.41%
208-101-961.000	CERTIFICATIONS & LICENSES	1,000.00	1,000.00	0.00		0.00	0.00	1,000.00	0.00%
208-101-993.000	LAND USE FEE	120,000.00	120,000.00	0.00		0.00	0.00	120,000.00	0.00%
208-101-993.001	VENDING EXPENSE	250.00	250.00	0.00		0.00	0.00	250.00	0.00%
208-101-996.027	ADMINISTRATION COSTS	63,672.48	63,672.48	0.00		0.00	0.00	63,672.48	0.00%
208-101-999.000	TRANSFERS OUT	302,648.00	302,648.00	0.00		0.00	0.00	302,648.00	0.00%

Total Expenditures - Dept 101-GENERAL DEPARTMENT		1,946,438.19	1,946,438.19	347,364.77		103,417.54	0.00	1,599,073.42	17.85%
208-691-706.000	WAGES- PERMANENT EMPLOYEES	39,249.60	39,249.60	12,072.44		4,855.62	0.00	27,177.16	30.76%
208-691-707.000	WAGES- TEMPORARY EMPLOYEES	93,937.50	93,937.50	18,251.02		7,654.88	0.00	75,686.48	19.43%
208-691-715.000	FICA-EMPLOYER'S	10,189.00	10,189.00	2,313.63		950.94	0.00	7,875.37	22.71%
208-691-718.000	RETIREMENT FUND CONTRIBUTION	6,672.00	6,672.00	1,914.73		825.45	0.00	4,757.27	28.70%
208-691-719.000	HEALTH, LIFE, DENTAL	18,597.00	18,597.00	0.00		0.00	0.00	18,597.00	0.00%
208-691-725.000	UNEMPLOYMENT & WORKERS COMPENSATION	1,314.77	1,314.77	0.00		0.00	0.00	1,314.77	0.00%
208-691-740.000	SUPPLIES	750.00	750.00	0.00		0.00	0.00	750.00	0.00%
208-691-751.000	FUEL	16,000.00	16,000.00	1,129.28		0.00	0.00	14,870.72	7.06%
208-691-801.000	PROFESSIONAL SERVICES	12,000.00	12,000.00	10,639.39	B	5,179.39	0.00	1,360.61	88.66%
208-691-818.000	CONTRACTUAL SERVICES	5,150.00	5,150.00	0.00		0.00	0.00	5,150.00	0.00%
208-691-850.000	COMMUNICATIONS	6,500.00	6,500.00	634.66		184.98	0.00	5,865.34	9.76%
208-691-880.000	COMMUNITY PROMOTION	5,000.00	5,000.00	0.00		0.00	0.00	5,000.00	0.00%
208-691-910.000	INSURANCE AND BONDS	2,671.00	2,671.00	0.00		0.00	0.00	2,671.00	0.00%
208-691-939.000	VEHICLE MAINTENANCE	3,713.00	3,713.00	999.22		0.00	0.00	2,713.78	26.91%
208-691-976.000	BUILDING ADDITON & IMPROVEMENT	0.00	0.00	44,677.44	C	4,677.44	0.00	(44,677.44)	100.00%
208-691-983.000	OFFICE EQUIPMENT	2,500.00	2,500.00	0.00		0.00	0.00	2,500.00	0.00%
208-691-996.027	ADMINISTRATION COSTS	19,371.20	19,371.20	0.00		0.00	0.00	19,371.20	0.00%
Total Expenditures - Dept 691-SMART		243,615.07	243,615.07	92,631.81		24,328.70	0.00	150,983.26	38.02%
TOTAL EXPENDITURES		2,190,053.26	2,190,053.26	439,996.58		127,746.24	0.00	1,750,056.68	20.09%
Fund 208 - PARK/RECREATION FUND:									
TOTAL REVENUES		2,190,053.26	2,190,053.26	115,539.55		23,176.27	0.00	2,074,513.71	
TOTAL EXPENDITURES		2,190,053.26	2,190,053.26	439,996.58		127,746.24	0.00	1,750,056.68	
NET OF REVENUES & EXPENDITURES		0.00	0.00	(324,457.03)		(104,569.97)	0.00	324,457.03	
Fund 408 - CAPITAL PROJECTS FUND - RARE									
Revenues									
408-101-699.000	TRANSFER IN	302,648.00	302,648.00	0.00		0.00	0.00	302,648.00	0.00%
TOTAL REVENUES		302,648.00	302,648.00	0.00		0.00	0.00	302,648.00	0.00%
Expenditures									
408-101-976.000	BUILDING ADDITON & IMPROVEMENT	4,000.00	4,000.00	0.00		0.00	0.00	4,000.00	0.00%
408-101-982.000	MACHINERY	59,700.00	59,700.00	0.00		0.00	0.00	59,700.00	0.00%
408-101-984.000	FURNITURE	6,000.00	6,000.00	0.00		0.00	0.00	6,000.00	0.00%
408-101-985.000	VEHICLES	35,000.00	35,000.00	20,793.00	D	0.00	28,856.00	14,207.00	59.41%
TOTAL EXPENDITURES		104,700.00	104,700.00	20,793.00		0.00	28,856.00	83,907.00	19.86%
Fund 408 - CAPITAL PROJECTS FUND - RARE:									
TOTAL REVENUES		302,648.00	302,648.00	0.00		0.00	0.00	302,648.00	
TOTAL EXPENDITURES		104,700.00	104,700.00	20,793.00		0.00	28,856.00	83,907.00	
NET OF REVENUES & EXPENDITURES		197,948.00	197,948.00	(20,793.00)		0.00	(28,856.00)	218,741.00	
A Amount represents cost of Fall / Winter 2021 newsletter, which is approx. half the year's expenses. Spring / Summer 2021 newsletter cost to still be incurred.									
B Majority of balance relates to body repairs for SMART van that were not anticipated. A budget adjustment may be needed.									
C Amount represents cost that relates to FY21. An audit adjustment will be made in FY22 to remove this expense.									
D Amount represents purchase of F-150 that was included in the budget. A budget amendment for this account will be needed for the purchase of Director's car.									

Articles of Incorporation Recreation~~al~~ Authority of Roseville and Eastpointe

ARTICLE I

NAME

The name of the Authority shall be and is the "Recreation~~al~~ Authority of Roseville and Eastpointe", hereinafter referred to as the Authority **or R.A.R.E.**

ARTICLE II

DEFINITIONS

Expressly Defined Terms: The terms "authority," "board," "participating municipality," "recreational purposes," "and territory of the Authority" as used in these Articles of Incorporation shall be now or hereafter defined in Section 3 of the Michigan Public Act 321 of 2000, as amended hereafter referred to as "Act 321", that being MCL 123.1131, *et seq.* Other terms shall have such meaning as may be specified in the various provisions of these Articles of Incorporation, and shall otherwise have the meanings customarily ascribed to them, considering the context and subject matter of these Articles of Incorporation.

ARTICLE III

PARTICIPATING MUNICIPALITIES AND TERRITORY

The participating and creating municipalities of the Authority are the City of Eastpointe, a Michigan Municipal Corporation, and the City of Roseville, a Michigan Municipal Corporation, both of which are hereby designated and referred to in these Articles as the "participating municipalities." The territory of the Authority shall include all of the combined territory of the participating municipalities. A municipality may become a participating municipality in the Authority only upon an affirmative vote of the Recreation Authority and the proposed participating municipality. If the Authority has been authorized to levy a tax, the addition of another participating municipality shall be contingent upon approval by the electors of the proposed municipality of a tax, equivalent to that which is being levied by the municipalities in millage rate and term at the time the proposed municipality becomes a participating municipality.

ARTICLE IV

PURPOSE

The purpose of the Authority shall be to construct, operate, maintain and/or improve recreational facilities, including but not limited to, parks, swimming pools, recreation centers, auditoriums and any other facilities authorized by Section 5 of Act 321, to acquire land for recreation purposes authorized by Section 5 of Act 321, and to provide recreational services as authorized by Act 321.

ARTICLE IVa

INITIAL ASSET CONTRIBUTION

The initial asset contribution of the participating municipalities, consisting of real and personal property, shall be limited to the following:

1. City of Roseville: Recreation Center
 18185 Sycamore, Roseville, MI 48066
 Parcel Identification No. 14-17-453-025
 Legal Description (see Exhibit A)
2. City of Eastpointe: Community Center
 16435 Eight Mile Road, Eastpointe, MI 48021
 Parcel Identification No. 50-14-31-459-001
 Legal Description (see Exhibit B)

This initial asset contribution may be modified by the majority vote of the legislative bodies of the participating municipalities.

ARTICLE V

POWERS

The Authority shall possess all the powers specified in Act 321, subject to the limitations of authority as provided by law and/or limitations as specified in these Articles of Incorporation, including the power to:

1. Acquire and hold, by purchase, lease with or without option to purchase, grant, gift, devise, land contract, installment purchase contract, bequest, or other legal means, real and personal property inside or outside the territory of the authority. The property may include franchises, easements, or rights of way on, under, or above any property. The authority may pay for the property from, or pledge for the payment of the property, revenue of the authority.
2. Apply for and accept grants or contributions from individuals, the federal government or any of its agencies, this state, a municipality, or other public or private agencies to be used for any of the purposes of the authority.
3. Hire full-time or part-time employees and retain professional services.
4. Provide for the maintenance of all of the real and personal property of the authority.
5. Assess and collect fees for services provided by and expenses incurred by the authority.
6. Receive revenue as appropriated by the legislature of this state or a participating municipality.
7. Enter into contracts incidental to or necessary for the accomplishment of the purposes of the authority.

ARTICLE VI

TERM

The Authority shall continue in existence perpetually or until dissolved by the majority vote of each of the then participating municipalities. A participating municipality shall not withdraw from the Authority during the period for which the Authority has been authorized to levy a tax by the electors of the Authority.

ARTICLE VII

FISCAL YEAR

The fiscal year of the Authority shall commence on the first day of July in each year and shall end on the last day of June of the subsequent year.

ARTICLE VIII

GOVERNING BOARD

The Authority shall be directed and governed by a five (5) member Board of Trustees, known as the "Recreational Authority of Roseville and Eastpointe Board" and hereinafter sometimes referred to as the "Board".

1. Membership of Board: The Board shall be made up of:
 - a. Two (2) members selected by the legislative body of each participating municipality, each of whom shall be a registered voter or city administrator of said participating municipality; and,
 - b. A neutral fifth member selected by the four (4) members of each participating municipality. It is recommended that the Fifth Board Member alternate between participating municipalities each term, unless otherwise re-appointed.
 - c. The term of each member shall be three (3) years, provided, however, the membership of the first duly appointed Board shall be subject to the following: One (1) member of each participating municipality as provided in 1a, above, and the neutral fifth member as provided in 1b, above, shall be for a term of three (3) years. The remaining two (2) members shall serve for a period of two (2) years.
2. Oath of Office: Each member of the Board shall qualify by taking the constitutional oath of office and filing it with the clerk of his or her respective participating municipality.
3. First Board; Organizational Meeting; Subsequent Board Members: The members of the first Board shall be selected within forty-five (45) days after the effective date of the incorporation of this Authority. Within sixty (60) days after the effective date of the incorporation of the Authority, the members of the first Authority Board shall qualify by taking the constitutional oath of office and shall meet for the purpose of organization. At such organizational meeting, the Board shall select a Chairperson and a Vice Chairperson, each of whom shall be a member of the Board. The Board shall further select a Secretary and Treasurer, each of whom shall not be members of the Board. All officers shall serve until the

organizational meeting of the following year, which shall be held each year in February, or until their respective successors shall be selected and qualify.

4. No selection to the Authority and no selection of an officer shall be deemed to be invalid because it was not made within the times or at the time specified in these Articles.

ARTICLE IX

COMPENSATION

Pursuant to the requirements of Act 321, members of the Board shall not be compensated for their service by the Authority. Each member of the Board shall, however, be entitled to reimbursement for all expenditures made by him or her in carrying out official duties as may be approved by the Board and to the extent authorized by the budget for the Authority for each fiscal year.

ARTICLE X

VACANCY

A vacancy occurs on the Board on the happening of any of the events set forth in MCL 201.3. Appointed members of the Board, if any, may be removed by the appointing authority for good cause after a public hearing. Vacancies shall be filled in the same manner as the original appointment for the unexpired term. In the event of a vacancy on the Board, the appointing authority selecting such representative shall fill the vacancy as expeditiously as possible.

ARTICLE XI

MEETINGS

Meetings of the Authority shall be held as required and at least monthly at such time and place as shall be prescribed by resolution of the Board. Each member of the Board shall have one vote. Special meetings of the Board may be called by the Chairperson, or any two (2) members thereof, by written notice at least twenty-four (24) hours prior to the time of such meeting. Any member may waive notice of any special meeting either before or after the holding thereof.

Any meeting of the Board shall be held, and any notice therefore shall be given, in accordance with the provisions of Act 267, Public Acts of Michigan, 1976, as amended (the Open Meetings Act).

A majority of the members of the Board shall constitute a quorum which shall be required in order to conduct a meeting of the Board. The Board shall act by motion or resolution. A vote of the majority of the members of the Board who are present at any meeting, at which a quorum is present, shall be sufficient for passage of any motion or resolution. However, any decision regarding the annual budget, revenue sources, financing, property tax levy, capital expenditures, projected revenues, projected expenditures, budget and budget amendments, must be supported by a vote of the majority of the members of the Board. Any decision regarding a property tax levy shall also require the vote of at least one board member of each participating municipality.

The Board shall have the right to adopt rules governing its procedures, which are not in conflict with the terms of any statute of the State of Michigan or of these Articles of Incorporation. The Board shall keep a record of its proceedings, which record shall be signed by the Secretary and open to the public. All votes shall be "Yes," "No" or "Abstain," provided where the vote is unanimous, it shall only be necessary to so state.

A writing prepared, owned, or used by an authority in the performance of an official function shall be made available in compliance with the freedom of information act, 1976 PA 442, MCL 15.231 to 15.246.

ARTICLE XII

DUTIES OF BOARD AND OFFICERS

The Chairperson of the Board shall be the presiding officer thereof, and shall be permitted, with the consent of the Board, to appoint committees of the Board as necessary. Except as herein otherwise provided, the Chairperson and Board Members shall not have any executive or administrative functions other than as a member of the Board. In the absence or disability of the Chairperson, the Vice-Chairperson shall perform the duties of the Chairperson.

The Secretary shall be the recording officer for the Board. The Board shall establish qualifications for such office, such as the capability of carrying out the duties of office, including, without limitation, compliance with the Freedom of Information Act and other state laws relating to record keeping and management.

The Treasurer shall be the custodian of the funds of the Authority and shall give to it a bond conditioned upon the faithful performance of the duties of his or her office. All money shall be deposited in a bank or banks, to be designated by the Board, and all checks or other forms of withdrawal therefrom shall be signed by two (2) persons, which persons shall be the Secretary, the Treasurer or their respective designees, as approved by the Board of Directors. All authorized signatories shall give a bond conditioned upon the faithful performance of the prescribed duties. The Authority shall pay the cost of the bonds. The Board shall establish qualifications for such office, including the capability of carrying out the duties of office as provided by law and these Articles of Incorporation.

ARTICLE XIII

REVENUE SOURCES, BUDGETING, AND FINANCING THE AUTHORITY

Revenue Sources

The Authority shall have the power to assess and collect fees, rents, tolls, excises, and service charges; to borrow money and issue revenue bonds in accordance with the provisions of Act 94, Public Acts of Michigan, 1933, as amended; to borrow money and issue bonds on the credit of the Authority a sum not to exceed 2 mills of the taxable value of the taxable property within the territory of the Authority for the purpose of acquiring, owning, purchasing, constructing, maintaining or operating a system of parks and recreational facilities or any combination thereof;

and to appropriate money annually for Authority purposes and to lay and collect taxes for Authority purposes in a sum not to exceed one (1) mill provided that it is approved in each participating municipality by a vote of the electorate, as provided in Act 321, and to raise revenue by any other levy or bond issuance authorized by Act 321. The term of any bond, note, land contract, installment purpose contract or other borrowed money shall not extend beyond the last day of the fiscal year of a property tax authorized under Article XIII.

Financing the Authority

A. Property Tax Levy

The Authority may levy a tax on all taxable property within the territory of the Authority as authorized by Section 11 of Act 321. For so long as the Authority is funded by a levy as authorized by Section 11 of Act 321, the imposition of such a levy shall preclude the Authority from requiring any further financial contributions from each participating municipality. Nothing in this paragraph shall be construed as preventing a participating municipality, by action of its governing body, from providing additional contributions to the Authority, for either general or a specific use.

Prior to making a final determination to levy a tax, as provided above, the Board must receive the approval of the legislative body of each participating ~~municipalities~~ municipality. Additionally, the Authority may levy the tax only upon the approval of a majority of the electors in each of the participating municipalities of the Authority.

B. Borrow Money/Issue Bonds ~~Or~~ or Notes

The Authority may borrow money and issue bonds or notes to finance the acquisition, construction and improvement of a public park, including the acquisition of sites and the acquisition and installation of furnishings and equipment. Prior to making a final determination to borrow money or issue bonds or notes, as provided above, the Board must receive the approval of the legislative body of each participating municipality. The Authority shall not borrow money or issue bonds or notes for a sum that, together with the total outstanding bonded indebtedness of the authority, exceeds 2 mills of the taxable value of the taxable property within the district as determined under section 27a of the general property tax act, 1893 PA 206, MCL 211.27a. Bonds or notes issued by the Authority are a debt of the Authority and not of the participating municipalities. A tax levied to pay a bond or note obligation by the Authority under Act 321 shall not exceed five (5) years without the approval of a majority of the electors in each of the participating municipalities of the authority.

Budgeting

The Board shall prepare a proposed annual operating and capital budget reflecting the projected revenues and projected expenditures of the Authority for the next fiscal year beginning July 1. The Board shall adopt the proposed budget by a majority vote of the members of the Board in such a manner as to assure that said budget is approved prior to July 1 of the year it is to commence. The Board's approval by majority vote shall be the final approval required for the budget. The budget may be amended from time to time upon approval of a majority of the Board. Nothing in this subsection shall be construed to require a participating municipality to fund the Authority with any general fund monies without the approval of said funding by that participating municipality's governing body, which shall retain the discretion to approve or deny general fund monies to the Authority during the time periods to which this subsection applies. The accounting and budgeting practices of

the Authority shall conform with standard accounting practices, the Uniform Budgeting and Accounting Act, Act 2, Public Acts of Michigan, 1968, as amended, and all other applicable provisions of law.

ARTICLE XIV

LIABILITIES

The Authority may contract for all appropriate insurance with an insurance company or may contract for inclusion by a participating municipality in the municipality's insurance coverage. Notwithstanding the above, the Authority's participation in any program of self-insurance will require approval of all participating municipalities.

The Authority must secure and maintain comprehensive general liability insurance, business automobile liability insurance, and if it employs any personnel, workers compensation and employer's liability insurance. The minimum liability level limits for such insurance shall be as follows:

Workers Compensation-Statutory

Employer's Liability- \$500,000.00 each person

Business Automobile Liability Combined \$5,000,000.00 single limit for bodily injury and property damage

Comprehensive General Liability and Public Official's Liability - \$10,000,000.00 each person and \$10,000,000.00 each occurrence for bodily injury and \$10,000,000.00 each occurrence and \$10,000,000.00 aggregate for property damage

The Authority must indemnify any participating municipality against any general losses, damages or liabilities due to the service and activities of the Authority or participation in the Authority up to the Authority's liability insurance policy limits.

ARTICLE XV

PARTICIPATING MUNICIPALITY WITHDRAWAL

A participating municipality shall not withdraw from the Authority during the period that a tax is authorized to be levied by the electors of the Authority.

A participating municipality may withdraw from the Authority, subject to the limitation in the first paragraph of this Article, by resolution of the participating municipality's legislative body approving the withdrawal. A certified copy of the resolution shall be provided to the Board at least three (3) months prior to the beginning of a new fiscal year for the Authority. Such new fiscal year shall serve as the effective date for the withdrawal.

A participating municipality that withdraws from the Authority shall remain liable for a proportion of the debts and liabilities of the Authority incurred while the participating municipality was a part of the Authority. The proportion of the Authority's debts for which a participating municipality remains liable as a result of this withdrawal from the Authority shall be determined by dividing the state equalized value of the real property in the participating municipality by the state equalized value of all real property in the Authority on the effective date of the withdrawal.

Any property owned by the Authority, which is in the possession of the withdrawing municipality or in the possession of personnel who will no longer remain with the Authority as a result of the participating municipality's withdrawal from the Authority, shall be returned to the Authority before the effective date of the withdrawal. The withdrawing municipality shall not be entitled to the return of any credit for any property or money it transferred to or paid to the Authority prior to the withdrawal.

ARTICLE XVI

DISSOLUTION OF AUTHORITY

The Authority may be dissolved by the concurring resolution of the governing body of a majority of the participating municipalities of the Authority at the time of such dissolution. Prior to dissolution of the Authority, any outstanding indebtedness of the Authority, including any bonds issued under Section 21 and/or Section 23 of Act 321 shall be paid. Any assets of the Authority remaining after the payment of any such outstanding indebtedness shall be distributed evenly to the participating municipalities of the Authority at the time of the dissolution. In all instances, the participating municipality in which said real estate is located shall be given the right of first refusal on the purchase of said real estate. In the event of a dissolution following a period of property tax levy by the Authority, any funds obtained via levy, and/or property purchased by such funds, which are subsequently distributed to the participating municipalities pursuant to this Article shall be assigned by the participating municipalities to public purposes consistent with the purposes approved by the electorate for the original levy.

In the event that, at the time of dissolution, the Authority is in possession of lands acquired with, or developed with, in whole or in part, grant funds from the Michigan Natural Resources Trust Fund (hereinafter the "MNRTF"), the rules and regulations governing the disposition of such lands as adopted by the MNRTF Commission, or its designee, shall control. As much as practicable, the participating municipalities shall distribute evenly the assets relating to same in calculating any credits, or set-offs in regards to any dissolution arrangements under this Article.

ARTICLE XVII

EMPLOYEES

The Board may employ such personnel and employees as it may consider desirable and may retain from time to time the services of attorneys, accountants, and other consultants, as the Board considers necessary to carry out the purpose of the Authority.

ARTICLE XVIII

AUDIT

The Board shall obtain an annual audit of the Authority pursuant to Section 27 of the act, being MCL 1 23.1157. The books and records of the Authority shall be open for inspection by any participating municipality at all reasonable times.

ARTICLE XIX

STATE, FEDERAL AND PRIVATE GRANTS

The Authority shall have the power to apply for and accept grants, loans or contributions from the United States of America or any agency or instrumentality thereof, the State of Michigan or other public or private organizations or foundations; and to do any and all requirements necessary or desirable to secure such financial or other aid or cooperation in carrying out any of the purposes of Act 321. In the event that any grant, loan or contribution shall require a ~~long-term~~ long-term obligation as to the use, maintenance, or operation of a specific piece of property, the approval of the governing body of the participating municipality in which such property is located shall be required prior to the acceptance of the grant, loan, or contribution by the Authority.

ARTICLE XX

INVESTMENT

The Treasurer of the Authority when authorized by a resolution of the Board may invest general funds of the Authority. The Board must approve the Treasurer's investment policy. Such investment by the Treasurer shall be made in compliance with the laws of the State of Michigan.

ARTICLE XXI

EXEMPTION FROM TAXATION

The property of the Authority shall be exempt from all taxation and assessments and no writ of attachment or writ of execution shall be levied upon the property of the Authority.

ARTICLE XXII

PUBLICATION

These Articles of Incorporation shall be published not less than once in a newspaper generally circulated within the participating municipalities, before they are adopted. The adoption of these Articles of Incorporation by a participating municipality shall be evidenced by an endorsement on these Articles by the clerk of such participating municipality. Upon adoption of these Articles of Incorporation by each of these participating municipalities, a printed copy thereof shall be filed with the Secretary of State by the City Clerk of the City of Eastpointe.

ARTICLE XXIII

EFFECTIVE DATE

The Authority shall become effective upon the filing of certified copies of these Articles with the Secretary of State, as provided in the preceding Article.

ARTICLE XXIV

AMENDMENTS

Amendments may be made to these Articles of Incorporation at any time if adopted by the legislative body of each participating municipality of which the Authority is composed. This requirement shall apply to all amendments to the articles, including those which would otherwise be exempted by paragraph (4) of Section 5 of Act 321. Any such amendment shall be published, endorsed, and certified and printed copies thereof filed in the same manner as the original Articles of Incorporation.

ARTICLE XXV

REVERSION OF LEASES OF EXISTING PARK LAND

In the event that any land leased to the Authority shall, during the Authority's stewardship and lease of said lands, be improved or developed, in whole or in part, with the assistance of Michigan Natural Resources Trust Fund ("MNRTF") and/or Land and Water Conservation Fund ("LWCF") monies, the Authority shall, throughout the Authority's stewardship and lease of the lands, be responsible for maintaining said lands in accordance with all grant requirements attendant to funding under the MNRTF and/or LWCF requirements.

In the event of the dissolution of the Authority, or any other termination of the Authority's lease for any reason, the rules and regulations governing the disposition of such lands as adopted by the MNRTF and/or LWCF, shall control. As much as practicable, the participating municipalities shall distribute evenly the assets relating to same in calculating any credits, or set-offs, in regards to any dissolution arrangements under Article XVI.

ARTICLE XXVI

MISCELLANEOUS

These Articles of Incorporation may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The captions in these Articles of Incorporation are for convenience only and shall not be considered as part of these Articles of Incorporation or in any way limiting or amplifying the terms and provisions hereof.

These Articles have been adopted by the governing bodies of the City of Roseville and City of Eastpointe as set forth in the following endorsements, and in witness whereof the Mayor and Clerk of the City of Roseville and Mayor and Clerk of the City of Eastpointe.

The foregoing Articles of Incorporation were adopted by the City Council of the City of Roseville, Macomb County, Michigan, at a meeting duly held on the 9th day of August, 2011.

Mayor

Clerk

The foregoing Articles of Incorporation were adopted by the City Council of the City Eastpointe, Macomb County, Michigan, at a meeting duly held on the 16th day of August, 2011.

Mayor

Clerk

EXHIBIT A

Legal Description

SEC 17 COM AT SE COR SEC 17; TH NO*50'W 1351.30 FT; TH S89*02'W 1338.30 FT TO POB; THS0*52'E 269.80 FT; TH N85*24'W 510.90 FT; TH NO*52' W220.16 FT; TH N89*02'E 508.58 FT TO POB, BEING 2.86 A; ALSO ALL LOTS 10 THRU 14, ROSEVILLE FARMS NO 4 SUB

EXHIBIT B

Legal Description

"RIDGEMONT GOLF COURSE SUBDIVISION" Lots 1 to 6 INCL. ALSO LOTS 23 TO 28 INCL.

BYLAWS OF THE RECREATION~~AL~~ AUTHORITY OF ROSEVILLE AND EASTPOINTE

ARTICLE 1: MISSION

The Recreation~~al~~ Authority of Roseville and Eastpointe exists to present community recreational opportunities to youth, adults and senior citizens and in doing so to combine the resources of each participating community to enrich lives by promoting active and healthy lifestyles.

ARTICLE 2: POWERS AND AUTHORITY

These Bylaws offer further guidance and support to the Articles of Incorporation concerning the governance and operations of the Recreation~~al~~ Authority of Roseville and Eastpointe, hereafter referred to as the Authority. These Bylaws are meant to be complimentary and supportive to the Articles of Incorporation. In the event of a conflict between these Bylaws and the Articles of Incorporation, the Articles shall prevail.

ARTICLE 3: LOCATION & PARTICIPATING MUNICIPALITIES

3.1 PRINCIPAL OFFICE. The principal office of the Authority shall be located at:

Recreation~~al~~ Authority of Roseville and Eastpointe
18185 Sycamore, Roseville, Michigan 48066

or such other location as may be designated by the Board of the Authority.

3.2 PARTICIPATING MUNICIPALITIES. The participating municipalities of the Authority are the City of Roseville and the City of Eastpointe in the County of Macomb, Michigan. The territory of the Authority shall be all of the combined territory of the participating municipalities.

ARTICLE 4: BOARD OF TRUSTEES

4.1 POWERS OF BOARD. The business and affairs of the Authority shall be managed by the members of a Board of Trustees (the Board) as defined in the Articles of Incorporation, first amended.

4.2 NUMBER AND QUALIFICATION. The Board shall be directed and governed by an odd number and be made up of two (2) members selected by the governing body of each of the participating municipalities, as provided for in the Articles of Incorporation. A fifth member shall be chosen by the Board, who shall be a registered voter of either participating municipality, and who shall serve for a period of three (3) years, as provided for in the Articles of Incorporation. **It is recommended that the** ~~The~~ selection of subsequent fifth members ~~s~~ from the qualified voter pools of each participating municipality shall alternate between the participating municipalities **when practically possible**, however, a fifth member whose term is about to expire may be reappointed by the Board for **an** additional terms. ~~upon the recommendation of each of the participating municipalities. In the event either or both of the participating municipalities do not recommend the fifth member whose term is about to expire serve an additional term, then the Board shall choose a fifth member as provided herein.~~

4.3 VACANCIES. The governing body which selected the representative shall fill the vacancy as expediently as possible.

4.5 DURATION OF TERM. The term of each member shall be three (3) years except as otherwise provided for in the Articles of Incorporation. Members of the Board shall hold office for the term which they are appointed and until their successors are assigned and qualified, or until resignation or removal.

4.6 RESIGNATION. A trustee may resign by written notice to the Authority. The resignation is effective upon receipt by the Authority or at a later time as stated in the notice.

4.7 REMOVAL. A vacancy occurs on the Board on the happening of any of the events set forth in MCL 201.3. Appointed members of the Board, if any, may be removed by the appointing authority for good cause after a public hearing. Vacancies shall be filled in the same manner as the original appointment for the unexpired term. In the event of a vacancy on the Board, the appointing authority selecting such representative shall fill the vacancy as expeditiously as possible.

4.8 DUTIES OF THE BOARD. In addition to any other responsibilities of the Board of Trustees under Michigan law, the Authority's Articles of Incorporation or these Bylaws, the Board of Trustees will have the following specific obligations and responsibilities.

4.8.1 The Board of Trustees shall establish practices and procedures to assure that funds and property received by the Authority are disbursed only for the purpose for which they were received. The Board of Trustees shall require a regular accounting of all funds held and disbursed by the Authority.

4.8.2 The Board of Trustees shall establish and approve policies governing the day-to-day operation of the Authority.

4.8.3 The Board of Trustees shall recruit, select, evaluate, and hire the paid Executive Director. It shall fix the terms of compensation, benefits, duties, and responsibilities of the Executive Director in accordance with a personnel policy approved by the Board of Trustees. The Board shall also designate a Secretary and Treasurer.

4.8.4 The Board of Trustees will require periodic reports on the operations of the Authority from the Executive Director.

4.9 COMPENSATION. Trustees shall not be compensated.

4.9.1 EXPENSES. Reimbursement of expenses may be permitted upon the resolution of the Board.

4.10 PARLIMENTARY PROCEDURE. The Board of Trustees shall operate under the latest version of Roberts Rules of Order.

ARTICLE 5: MEETINGS OF THE BOARD

5.1 REGULAR MEETINGS. Regular monthly meetings of the Board of Trustees shall be held publicly to consider all matters properly within its jurisdiction. The Board of Trustees shall determine annually at the Regular December Board meeting their monthly meeting day/time for meetings to be held during the subsequent year.

5.2 SPECIAL MEETINGS. Special meetings of the Board of Trustees may be called by the Chairman or upon written request of any two Board members then in office.

5.3 ORGANIZATIONAL MEETING. Each year in February, the Board shall hold an organizational meeting with the sole intent to elect officers of the Authority, and appoint any committee members.

5.4 NOTICE OF MEETINGS. Written notice of regular, special or organizational meetings shall be provided to all Board members not less than twenty-four (24) hours or more than thirty (30) days before a meeting. The notice of a special meeting shall contain the purpose of the meeting. Notice may be given by mail, fax, email or other electronic means of communication.

5.5 QUORUM. A majority of the members of the Board then in office constitutes a quorum for the transaction of business at any regular, special or organizational meeting.

5.6 VOTING. Each member of the Board shall have one (1) vote on any matter to come before the Board unless the member has a direct conflict of interest, as determined by the remaining members at the meeting. The vote of the majority of the members present at a meeting at which a quorum is present shall be the action of the Board.

ARTICLE 6: OFFICERS

6.1 POSITIONS. The officers of the Authority shall be the Chairman and the Vice chairman.

6.2 TERMS OF OFFICE. Officers shall be elected annually by the Board of Trustees, from among its members, at its February board meeting. Officers will hold office for one (1) year terms, and until their successors are assigned and qualified, or until resignation or removal.

6.3 RESIGNATION. An officer may resign by written notice to the Authority. The resignation is effective upon receipt by the Authority or at a later time stated in the notice.

6.4 REMOVAL. The Board of Trustees may remove an officer with or without cause. An officer may be removed from office on a majority vote of the remaining Trustees then in office at a special meeting of the Board of Trustees called for the specific purpose of voting on the removal of such officer; however, any officer to be removed shall have the right to attend such special meeting and to present any evidence which she/he may wish to present at such meeting.

6.5 VACANCIES. Vacancies for unexpired terms of officers shall be filled by the Board from among its current members.

6.6 DUTIES OF OFFICERS.

6.6.1 CHAIRMAN. The Chairman shall be the chief officer of the Authority, and shall have such powers and duties as are vested in the chairman of a corporation by law or custom, and as may be determined from time to time by the Board of Trustees, except as otherwise provided by law, the Articles of Incorporation, or these Bylaws.

6.6.2 VICE CHAIRMAN. The Vice-Chairman shall, in the absence or disability of the Chairman, perform the duties and exercise the powers of the Chairman, and shall perform such other duties as the Chairman or the Board of Trustees may prescribe.

ARTICLE 7: EXECUTIVE DIRECTOR

The Board shall select and employ a competent, experienced administrator who shall be its Executive Director in the management of the Authority. The Board shall delegate to the Executive Director the necessary authority and responsibility for the administration of the Authority and its activities, subject to policies adopted and orders issued by the Board.

ARTICLE 8: COMMITTEES

8.1 COMMITTEES. The Board of Trustees may by resolution at any meeting of the Board designate and empower standing and/or ad hoc committees to assist with the setting of policy, administering and staffing a function and/or performing other duties which will benefit the mission and purpose of the organization. The Board of Trustees shall set forth in a Resolution the purpose and powers of the respective committees.

8.2 COMMITTEE MEMBERSHIP. Each committee shall consist of at least two (2) committee members, at least one (1), but not more than two (2), of whom shall be a member of the Board. Unless otherwise provided for in these Bylaws, the chairman of each committee shall be appointed by the Chairman of the Board. Any standing or ad hoc committee designated by the Board of Trustees may include as full voting members of such committees such persons, whether or not trustees or officers of the Authority, as the Board of Trustees shall determine. Each such committee shall have power to the extent delegated to it by the Board, except that no such powers shall be delegated that are inconsistent or adverse to the Authority's Articles of Incorporation. Each committee shall keep minutes of the proceedings and report to the Board of Trustees. At least one (1) member of the management staff of the Authority shall be an ex-officio member on each committee.

8.3 COMMITTEE MEETINGS. Committees shall meet on the call of their respective chairpersons or in the event of their absence or inability to act, on the call of the Chairman of the Board of Trustees or the Executive Director of the Authority. A majority of the members then serving on a committee constitutes a quorum for the meeting of the committee and the vote of a simple majority of those present at a meeting at which a quorum is present, constitutes an action of the committee. Each committee shall determine and schedule the number of regular meetings it will hold each year.

ARTICLE 9: FISCAL YEAR AND FINANCES

9.1 FISCAL YEAR. The fiscal year of the Authority shall be from July 1 of each year through June 30 of the following year.

9.2 CONTRACTS, CHECKS, BANK ACCOUNTS, ETC. The Board of Trustees is authorized to select such banks or depositories as it shall deem proper for funds of the Authority. The Board shall determine who, if anyone, in addition to the Executive Director and the Treasurer shall be authorized from time to time on the Authority's behalf to sign checks, drafts and money orders for the payment of money, acceptances, notes and other evidences of indebtedness, to enter into contracts or to execute and deliver other documents and instruments. The Executive Director or Treasurer may individually endorse checks not to exceed \$1,000.00. Checks in excess of \$1,000.00 shall require the endorsements of both the Executive Director and the Treasurer. All persons having access to the monetary assets of the Authority shall be bonded for such purposes. The Authority shall comply with PA 2 of 1968 of the State of Michigan.

9.3 TAX COLLECTION PROCEDURES. The Authority annually shall levy and collect the voter authorized tax in each municipality by the levy being applied and collected in the same manner as other taxes levied and collected by the participating municipalities each fiscal year.

9.4 AUDIT OR FINANCIAL REVIEW. An audit of the Authority accounts shall be performed annually at the end of the fiscal year by a certified public accountant. The annual audit will be presented to the Board of Trustees for approval prior to sending three copies of the annual audit to each participating municipality and placed on file with the State of Michigan.

ARTICLE 10: LIABILITY INSURANCE, INDEMNIFICATION

10.1 LIABILITY INSURANCE. The Authority shall have and maintain liability insurance for the Authority.

10.2 INDEMNIFICATION. The Authority shall indemnify its trustees, officers, employees and agents and other persons whom it shall have power to indemnify, as permitted by law, and as determined by the Board of Trustees.

ARTICLE 11: OPEN MEETINGS AND FREEDOM OF INFORMATION PROVISIONS

All meetings of the Authority shall be open to the public and shall be held in a place available to the general public. All deliberations and decisions of the Authority shall be made at a meeting open to the public. A person shall be permitted to address the Board at a meeting of the Authority under the rules established by the Board. A person shall not be excluded from a meeting of the Authority except for a breach of the peace committed at the meeting as determined by the Chair. All records, files, publications, correspondence, and other materials are available to the public for reading, copying, and other purposes as governed by the Freedom of Information Act.

ARTICLE 12: BY-LAW AMENDMENT

These Bylaws may be amended, repealed or altered in whole or in part by the affirmative vote of two thirds (2/3) of the members of the Board of Trustees then in office, who are present at any regular meeting of the Board, except that no such action shall be taken in a manner inconsistent with or adverse to the Articles of Incorporation. Any proposal to amend these Bylaws shall be included with written notice and posted at the Recreation Authority Center and both City Halls at least thirty (30) days in advance of the meeting at which the amendment is proposed.

CERTIFICATION

I, Anthony J. Lipinski, Executive Director of the Recreation~~al~~ Authority of Roseville and Eastpointe, Macomb County, Michigan, do hereby certify that the foregoing Bylaws were offered by Trustee _____ and seconded by Trustee _____ and that the same was duly passed at a

regular meeting of said Recreation~~al~~ Authority held in the City of Roseville ~~City Hall Building~~ at The Recreation Authority Center Building on the __ day of _____, 2021~~18~~, and that the vote was as follows:

Yeas:

Nays:

Absent:

ANTHONY J. LIPINSKI
EXECUTIVE DIRECTOR

**COOPERATIVE BUILDING AND LAND USE AGREEMENT BETWEEN THE RECREATIONAL
AUTHORITY OF ROSEVILLE AND EASTPOINTE, A MICHIGAN RECREATIONAL AUTHORITY,
ROSEVILLE COMMUNITY SCHOOLS, A MICHIGAN PUBLIC SCHOOL DISTRICT, AND
THE CITY OF ROSEVILLE, A MICHIGAN MUNICIPAL CORPORATION**

In consideration of the mutual covenants and agreements herein contained, the Recreational Authority of Roseville and Eastpointe (*"Recreational Authority"*), the Roseville Community Schools (*"Schools"*), and the City of Roseville (*"City"*), hereby agree to the following:

1. **COOPERATIVE PROGRAMS OFFERED JOINTLY BY THE ROSEVILLE COMMUNITY SCHOOLS AND THE RECREATIONAL AUTHORITY OF ROSEVILLE AND EASTPOINTE**

These are programs sponsored by the Roseville Community Schools and the Recreational Authority of Roseville and Eastpointe. The Schools provide the facilities at no charge and the Recreational Authority administers the programs. Cooperative programs are limited to:

- Boys and Girls Elementary Basketball/Cheerleading
- Swimming Lessons and Open Swim
- Summer Day Camp
- Varsity Sport Camps

2. **SCHOOL SPONSORED PROGRAMS HELD AT THE RECREATIONAL AUTHORITY CENTER**

These are sponsored programs and functions of the Schools held at the Recreational Authority Center located at 18185 Sycamore, Roseville, Michigan, 48066. There is no fee assessed to the Schools for this category/use.

3. **VETERAN'S MEMORIAL PARK SOCCER FIELD**

The Schools shall have reasonable use of the field without charge.

4. **ROSEVILLE HIGH SCHOOL, ROSEVILLE MIDDLE SCHOOL AND EASTLAND MIDDLE SCHOOL BASEBALL/SOFTBALL FIELD MAINTENANCE**

The Recreational Authority shall provide field maintenance (limited to ball diamond grading and lining only) at no charge to the Schools for School sponsored games.

BASEBALL/SOFTBALL GAMES AT HURON PARK AND VETERAN'S MEMORIAL PARK

The City shall provide the Schools use of the ball diamonds at Huron Park and Veteran's Memorial Park.

The Recreational Authority shall provide field maintenance and supervision on City diamonds at no charge to the Schools for School sponsored games.

In return for this service, the Recreational Authority has exclusive rights to issue use permits limited to ball diamonds at Roseville High School (east and west ball diamonds only), Roseville Middle School and Eastland Middle School after the school year end.

5. **SCHOOL BUS RENTAL FEES**

The State of Michigan School Code MCLA 257.1865 permits the use of a school bus by a unit of government. The Recreational Authority desires the use of the Schools' busses for the transportation to and from sponsored programs for senior citizens, handicapped individuals, and summer day camps, pursuant to MCLA 257.1865(5). The Roseville Community Schools Board of Education has determined that:

- Busses are not being used for School purposes during these programs.
- The busses are not being used to transport freight, goods and merchandise.
- That other suitable or economical transportation is not available for the Recreational Authority programs.

The Roseville Community School Board of Education waives any conflict with Board Policy EDAG, which limits bus use only to youths.

The fees for the use of the busses shall be established by the Schools and by the Recreational Authority. The fees shall be locked in between September 1st and August 31st of a given year.

6. **CLARIFICATION OR DEFINITION**

Areas of clarification or areas not defined in this Agreement shall be by mutual agreement of the Superintendent of the Roseville Community Schools, the Executive Director of the Recreational Authority of Roseville and Eastpointe, and the City Manager of the City of Roseville, with notification to each respective governing board.

7. **TERM OF AGREEMENT**

The term of this Agreement shall be from September 1, 2021 through August 31, 2026.

The Recreational Authority, along with the Schools and the City, retain all authority and control over their public facilities and programs of each entity without reservation or limitation. Either party may terminate this Agreement upon ten (10) days written notice, or sooner, in the event of emergency circumstances requiring immediate action for violation of any terms of the Agreement or rules or regulations issued prior to or after executing this Agreement. The parties signing on behalf of each governing Board

warrants and represents that s/he has full and complete authority to bind the Board and its members and that all members prior to commencing participation have read and reviewed this Agreement and any applicable rules and regulations. Representatives from each entity shall meet annually to discuss this agreement.

RECREATIONAL AUTHORITY OF
ROSEVILLE AND EASTPOINTE,
a Michigan Recreational Authority

ROSEVILLE COMMUNITY SCHOOLS,
a Michigan Public School District

BY: _____
Joseph Merucci, Chairman
Recreational Authority of
Roseville and Eastpointe Board

BY: _____
THERESA GENEST, President
Roseville Board of Education

DATE: _____

DATE: _____

CITY OF ROSEVILLE,
a Michigan Municipal Corporation

BY: _____
ROBERT TAYLOR, Mayor
City of Roseville

DATE: _____

BYRON TOWNSHIP RECREATION DEPARTMENT
and
Byron Township Little League

Facilities Agreement

This agreement will begin on January 1, 2011 between Byron Township, 8085 Byron Center Avenue, Byron Center, MI 49315, and Byron Township Little League, PO Box 320, Byron Center, MI 49315.

Byron Township is the owner of Whistlestop Park, Bicentennial Park and Cutler Park. Byron Township Little League (BTLL) has permission to use above listed parks as written in this agreement.

This agreement shall be a term of one year from the date listed above. This agreement shall thereafter be automatically renewed annually for successive one year periods, unless either Byron Township or BTLL has notified the other in writing at least ninety days prior to the end of the initial term or any renewal hereof that the agreement shall terminate at the end of the then current term. If such notice is properly and timely given, this agreement will terminate at the end of the then current term, and no further automatic renewal shall occur thereafter.

Byron Township Little League

BTLL shall provide the following to Byron Township 3 weeks prior to the start of the season.

1. Proof of insurance and indemnification.
2. Financial report of all expenditures and revenues from previous year, including balance sheet.
3. Proposed budget for upcoming year.
4. List of current officers and board members with addresses, phone numbers, and emails. Byron Township must be notified of any changes immediately.
5. A block schedule will be given to Byron Township Recreation Department.
6. Provide documentation that criminal history background checks were performed on all BTLL coaches and assistant coaches before being assigned to coach a team.
7. Provide an inventory of all equipment owned by BTLL such as buildings, sheds, concession stand equipment and pitching machines.

BTLL shall have permission to use youth baseball and softball fields located at Whistlestop Park, Bicentennial Park and Cutler Park from **April 1-June 30** (Monday-Saturday) and the month of July (Monday-Thursday). Byron Center Christian School and Legacy Christian School will be allowed use of Bicentennial Park and Cutler Park fields for their regular season games. Byron Township will supply BTLL with the Christian school schedules as soon as they are available. If Byron Township decides to limit the use of any baseball and /or softball fields that BTLL used the previous year, Byron Township will inform BTLL by the 10th of January for the upcoming season. BTLL will provide Byron Township with their proposed dates, times, and field usage by January 31 for the upcoming season to allow for the coordination of the BTLL and Byron Township's use of the Township fields.

BTLL will have the first right to rent the fields on Fridays and Saturdays during the month of July. BTLL will receive a 25% discount on the field rental rate.

BTLL shall have exclusive use of the concessions stands at Bicentennial Park, Cutler Park and Whistlestop Park to raise funds for their program.

BTLL understands and agrees that at times weather and/or field conditions may result in Byron Township denying the use of certain fields on dates for which approval has been granted. BTLL understands and agrees that the Township has the authority to deny the use of said facilities.

BTLL will be responsible for the following tasks between April 1-July 31.

1. Line and drag fields on weekends.
2. Maintain trash around the youth fields (put in barrels).
3. Maintain scoreboard controllers during season at BTLL own cost.
4. Request field improvements in writing to the Township Board.
5. Maintain concession stands and keep them clean and sanitary.
6. Maintain sheds and storage buildings.

Byron Township Parks and Recreation Department

Byron Township will be responsible for the following tasks between April 1-July 31.

1. Maintain all dugouts, fences, bleachers and gates to make sure they are in a safe and secure condition.
2. Maintain all turf areas on the fields to include weekly mowing, weed control and fertilizing.
3. Provide sand, soil, and seed to be used in leveling or backfilling low areas when necessary.
4. Line and drag fields during the weekdays.
5. Maintain trash during the weekdays.
6. Maintain structural integrity of concession stands and restroom buildings.
7. Maintain field irrigation system.
8. Maintain restroom facilities, including routine cleaning and stocking of paper products.

Insurance and Indemnification

BTLL shall at all times during the term of this Agreement maintain in effect general public liability insurance covering Byron Township at the Facilities against claims for personal injury, death or damage to property. Byron Township shall be named as additional insured on such policy and shall be entitled to thirty (30) days notice of cancellation or changes of any kind.

BTLL shall indemnify and save harmless Byron Township and its officers, agents and employees from and against any and all suits, actions, or claims of any character, type, or description, including all expenses of litigation, court costs and attorney's fees, brought or made for or on account of any injuries or damages received or sustained by any person or persons or property, arising out of, or occasioned by, the act or failure to act of BTLL or its agents, volunteers, or employees in the use of the Facilities arising out of obligations of BTLL as set forth in this Agreement.

Byron Township shall indemnify and save harmless BTLL and its officers, agents and employees from and against any and all suits, actions, or claims of any character, type, or description, including all expenses of litigation, court costs and attorney's fees, brought or made for or on account of any injuries or damages received or sustained by any person or persons or property, arising out of, or

occasioned by, the act or failure to act of Byron Township or its agents, volunteers, or employees in the use of the Facilities arising out of obligations of Byron Township as set forth in this Agreement.

Termination of Agreement

This agreement may be terminated at any time for cause, provided Byron Township complies with the following termination procedure: If any obligations under this agreement are not met by BTLL, Byron Township shall provide written notice to BTLL which describes the obligation that is not being met. BTLL shall have 15 days from the receipt of the written notice to meet their obligation as described in the notice. If there is a disagreement between the Byron Township Recreation Department and the BTLL with regard to whether BTLL has met or is meeting their obligations under this agreement, BTLL shall have the right to appeal the Byron Township Recreation Department's decision to the Byron Township Board.

BYRON TOWNSHIP LITTLE LEAGUE

President

Date

BYRON TOWNSHIP

Carrie Klingelsmith, Byron Township Recreation Director

Date

Audrey Nevins, Byron Township Supervisor

Date

September 28, 2021

Mr. Anthony J. Lipinski, Director
Recreation Authority of Roseville and Eastpointe
29777 Gratiot Avenue
Roseville, MI 48066

Dear Anthony:

Thank you for your selection of Plante & Moran, PLLC ("PM") to assist you. We are sending this letter and the accompanying Professional Services Agreement, which is hereby incorporated as part of this engagement letter, to confirm our understanding of the nature, limitations, and terms of the services we will provide to Recreation Authority of Roseville and Eastpointe ("RARE").

Scope of Services

We will audit RARE's financial statements as of and for the year ended June 30, 2021.

In connection with our audit engagement, we will assist you in drafting your financial statements, required supplementary information, and related notes. This assistance is considered a non-audit service; you agree to the contemporaneous provision of these audit and non-audit services.

If you determine that you need additional services, including accounting, consulting, or tax assistance, PM can be available to provide such additional services if and to the extent provided for in a separate, signed engagement agreement.

Timing of Services

Fieldwork for this engagement began on September 20, 2021. We anticipate that our fieldwork will end by September 28, 2021 and that our report will be issued by December 31, 2021.

Fees and Payment Terms

Our fee for this engagement will be based on the value of the services provided, which is primarily a function of the time that PM staff expends at our current hourly rates. We estimate that our fee for this engagement will be approximately \$16,030, plus all reasonable and necessary travel and out-of-pocket costs incurred.

Our fee does not include additional services that may be required as a result of issues related to the Coronavirus pandemic, including accounting and disclosure matters, or those caused by delays in engagement timing or procedures. In the event any of these issues arise, we will discuss additional fee estimates with you.

Invoices for audit services will be rendered as services are provided and are due when received. In the event an invoice is not paid timely, a late charge in the amount of 1.25 percent per month will be added, beginning 30 days after the date of the invoice.

If you are in agreement with our understanding of this engagement, as set forth in this engagement letter and the accompanying Professional Services Agreement, please sign the enclosed copy of this letter and return it to us with the accompanying Professional Services Agreement.

Thank you for the opportunity to serve you.

Very truly yours,

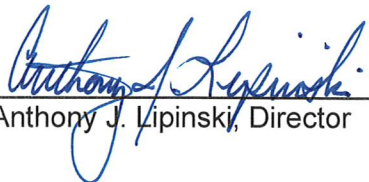
Plante & Moran, PLLC


David W. Herrington

Agreed and Accepted

We accept this engagement letter and the accompanying Professional Services Agreement (collectively "Agreement"), which set forth the entire agreement between Recreation Authority of Roseville and Eastpointe and Plante & Moran, PLLC with respect to the services specified in the Scope of Services section of this engagement letter.

Recreation Authority of Roseville and Eastpointe


Mr. Anthony J. Lipinski, Director

9/29/2021
Date

Exec. Director
Title

Professional Services Agreement – Audit Services Addendum to Plante & Moran, PLLC Engagement Letter

This Professional Services Agreement is part of the engagement letter for audit services dated September 28, 2021 between Plante & Moran, PLLC (referred to herein as "PM") and Recreation Authority of Roseville and Eastpointe (referred to herein as "RARE").

1. **Financial Statements** – The financial statements of RARE being audited by PM are to be presented in accordance with accounting principles generally accepted in the United States of America (GAAP).
2. **Management Responsibilities** – RARE management is responsible for the preparation and fair presentation of these financial statements in accordance with the applicable financial reporting framework, including compliance with the requirements of accounting principles generally accepted in the United States of America and the completeness and accuracy of the information presented and disclosed therein. Management is also responsible for the capability and integrity of RARE personnel responsible for RARE's underlying accounting and financial records.

RARE personnel will provide PM, in a timely and orderly manner, with access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters and additional information that the auditor may request from management for the purpose of the audit.

This includes providing assistance and information PM requests during the course of its audit, including retrieval of records and preparation of schedules, analyses of accounts, and confirmations. A written request for information to be provided will be submitted under separate cover and supplemented by additional written and oral requests as necessary during the course of PM's audit. In addition, RARE will provide PM with all information in its possession that has a material impact on any material transaction and that information will be complete, truthful, and accurate. RARE will allow PM unrestricted access to personnel within RARE from whom PM determines it necessary to obtain audit evidence.

RARE represents and warrants that any and all information that it transmits to PM will be done so in full compliance with all applicable federal, state, local, and foreign privacy and data protection laws, as well as all other applicable regulations and directives, as may be amended from time to time (collectively, "Data Privacy Laws"). RARE shall not disclose personal data of data subjects ("Personal Data") who are entitled to certain rights and protections afforded by Data Privacy Laws to PM without prior notification to PM. RARE shall make reasonable efforts to limit the disclosure of Personal Data to PM to the minimum necessary to accomplish the intended purpose of the disclosure to PM.

Management is responsible for making all management decisions and performing all management functions relating to the financial statements, supplementary financial information, and related notes and for accepting full responsibility for such decisions, even if PM provides advice as to the application of accounting principles or assists in drafting the financial statements, supplementary financial information, and related notes. RARE has designated Anthony Lipinski to oversee financial statement related services PM provides. Management will be required to acknowledge in the management representation letter that it has reviewed and approved the financial statements, supplementary financial information, and related notes prior to their issuance and have accepted responsibility for the adequacy of the financial statements.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing PM about all known or suspected fraud affecting RARE involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. Management's responsibilities include informing PM of its knowledge of any allegations of fraud or suspected fraud affecting RARE received in communications from employees, former employees, regulators, or others. In addition, management is responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

Management is responsible for providing PM with complete, accurate, and timely information that could bear on PM's independence under applicable professional standards, including, but not limited to, information and representations regarding affiliates of RARE, business or personal relationships between RARE and PM, and business, personal and employment relationships between those in a financial reporting oversight role, including members of governance, and PM (collectively, Independence Information). RARE represents and warrants that (a) it has provided PM any and all Independence Information existing as of the date of this Agreement, (b) that such Independence Information is accurate and complete as of the date of this Agreement, (c) that it will notify PM of any changes to Independence Information that has been provided as of the date of this Agreement, and (d) that, after the date of this Agreement, it will provide any new Independence Information to PM as soon as it becomes known to RARE.

3. **Objective of an Audit of Financial Statements** – The objective of PM's audit is the expression of an opinion on the RARE financial statements specified in the accompanying engagement letter. PM offers no guarantee, express or implied, that its opinion will be unmodified or that it will be able to form an opinion about these financial statements in the event that RARE's internal controls or accounting and financial records prove to be unreliable or otherwise not auditable. If PM's opinion is to be modified, PM will discuss the reasons with RARE management in advance of the issuance of its audit report. If, for any reason, PM is prevented from completing its audit or is unable to form an opinion on these financial statements, PM may terminate the engagement and decline to issue a report.
4. **Supplementary Information** – In any document that contains supplementary information to the basic financial statements that indicates that the auditor has reported on such supplementary information, management agrees to include the auditor's report on that supplementary information. In addition, management agrees to present the supplementary information with the audited financial statements or to make the audited financial statements readily available no later than the date of issuance by RARE of the supplementary information and the auditor's report thereon.
5. **Internal Controls** – RARE is responsible for the design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including controls established for the purpose of preventing or detecting errors in financial reporting, preventing fraud or misappropriation of assets, and identifying and complying with applicable laws and regulations. PM, in making its risk assessments, will consider internal control relevant to RARE's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances. PM's audit will not be designed to provide assurance on the design or operating effectiveness of RARE's internal controls or to identify all conditions that represent significant deficiencies in those internal controls. PM will communicate all significant deficiencies and material weaknesses in internal controls relevant to the audit of the financial statements, instances of fraud, or misappropriation of assets that come to PM's attention.
6. **Audit Procedures and Limitations** – PM's audit will be conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and will include examination, on a test basis, of evidence supporting the amounts and disclosures in the RARE financial statements specified in this engagement letter. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. An audit in accordance with GAAS involves judgment about the number of transactions to be tested and the overall approach to testing in each area. As a result, PM's audit can only be designed to provide reasonable rather than absolute assurance that these financial statements are free from material misstatement. In addition, an audit in accordance with GAAS is not designed to detect errors or fraud that are immaterial to the financial statements. Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected always exists, even in an audit properly planned and performed in accordance with GAAS. In recognition of these limitations, RARE acknowledges that PM's audit cannot guarantee that all instances of error or fraud will be identified.
7. **Auditor Communications** – PM is obligated to communicate certain matters related to the audit to those responsible for governance of RARE, including instances of error or fraud and significant deficiencies and material weaknesses in internal control that PM identifies during its audit. PM will communicate these matters to the members of RARE's governing board, and RARE acknowledges and agrees that communication in this manner is sufficient for RARE's purposes.

Communication to Group Auditor – In instances where PM has been engaged as a component auditor for the purposes of a Group Audit, the terms of the engagement may include communication of certain matters related to the audit to the Group Auditor. RARE permits such communication. PM will discuss matters being communicated with those responsible for governance of RARE.

8. **Accounting and Financial Records** – RARE agrees that it is responsible for providing PM with accounting and financial records that are closed, complete, accurate, and in conformity with the requirements of GAAP, for providing schedules and analyses of accounts that PM requests, and for making all RARE financial records and related information available to PM for purposes of PM's audit. Where PM has provided estimates of the timing of its work and completion of PM's engagement and issuance of PM's report, those estimates are dependent on RARE providing PM with all such accounting and financial records, schedules, and analyses on the date PM's work commences. PM will assess the condition of RARE's accounting and financial records, schedules, and analyses of accounts prior to commencing its work. In the event that such records, schedules, and analyses are not closed, complete, accurate, or in conformity with GAAP, PM may have to reschedule its work, including the dates on which PM expects to complete its on-site procedures and issue its audit report.

In any circumstance where PM's work is rescheduled due to RARE's failure to provide information as described in the preceding paragraph, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of the audit work or issuance of its audit report. Because

rescheduling audit work imposes additional costs on PM, in any circumstance where PM has provided estimated fees, those estimated fees may be adjusted for the additional time PM incurs as a result of rescheduling its work. These fee adjustments will be determined in accordance with the Fee Adjustments provision of this Agreement.

9. **Audit Adjustments** – PM will recommend adjustments to RARE's accounting records that PM believes are appropriate. RARE management is responsible for adjusting RARE accounting records and financial statements to correct material misstatements and for affirming to PM in writing that the effects of any unrecorded adjustments identified during PM's audit are immaterial, both individually and in the aggregate, to the RARE financial statements specified in this Agreement.
10. **Management Representations** – RARE is responsible for the financial statements being audited and the implicit and explicit representations and assertions regarding the recognition, measurement, presentation, and disclosure of information therein. During the course of the audit, PM will request information and explanations from RARE officers, management, and other personnel regarding accounting and financial matters, including information regarding internal controls, operations, future plans, and the nature and purpose of specific transactions. PM will also require that management make certain representations to PM in writing as a precondition to issuance of PM's report.

PM's audit procedures will be significantly affected by the representations and assertions PM receives from management and, accordingly, false representations could cause material error or fraud to go undetected by PM's procedures. Accordingly, RARE acknowledges and agrees that it will instruct each person providing information, explanations, or representations to an auditor to provide true and complete information, to the best of his or her knowledge and belief. It is also agreed that any deliberate misrepresentation by any director, officer, or member of management, or any other person acting under the direction thereof ("RARE Personnel"), intended to influence, coerce, manipulate, or mislead PM in the conduct of its audit of the financial statements will be considered a material breach of this Agreement. In addition, as a condition of its audit engagement, RARE agrees to indemnify and hold PM and its partners, affiliates, and employees harmless from any and all claims, including associated attorneys' fees and costs, based on PM's failure to detect material misstatements in RARE financial statements resulting in whole or in part from deliberate false or misleading representations, whether oral or written, made to PM by RARE Personnel. This indemnity will be inoperative only if, and to the extent that, a court having competent jurisdiction has determined that PM failed to conduct its audit in accordance with generally accepted auditing standards and such failure resulted in PM not determining such misrepresentation by RARE Personnel was false.

11. **Use of Report** – PM's report on the financial statements must be associated only with the financial statements that were the subject of PM's audit engagement. RARE may make copies of the audit report, but only if the entire financial statements (including related footnotes and supplemental information, as appropriate) are reproduced and distributed with that report. RARE agrees not to reproduce or associate PM's audit report with any other financial statements, or portions thereof, that are not the subject of this engagement.

If PM's report on the financial statements being audited is to be published in any manner or if RARE intends to make reference to PM in a publication of any type, RARE agrees to submit proofs of the publication to PM for review prior to such publication and cooperate with PM in PM's performance of any additional audit procedures PM deems necessary in the circumstances, the nature and extent of which will be at PM's sole discretion. RARE acknowledges and agrees that additional fees for such work will be determined in accordance with the Fee Adjustments provision of this Agreement. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on RARE's Internet website, RARE understands that electronic sites are a means to distribute information and, therefore, PM is not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

12. **Securities Offerings** – PM's audit does not contemplate, and does not include, any services in connection with any offering of securities, whether registered or exempt from registration. In the event RARE elects to incorporate or make reference to PM's report in connection with any offering of debt or equity securities and requests PM's consent to such incorporation or reference, RARE understands that additional procedures will need to be performed. In the event PM agrees in writing to perform such additional procedures, the nature and extent of which will be at PM's sole discretion, it is agreed and acknowledged that PM's performance of such additional procedures will be subject to all of the terms and conditions of this Agreement. Additional fees for such work will be determined based on the actual time that PM staff expend at current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and that payment for all such additional fees will be made in accordance with the payment terms provided in this Agreement.

If RARE incorporates or makes reference to PM's report in connection with any offering of debt or equity securities without obtaining consent from PM as described above, RARE agrees to include the following provision in the offering document:

Plante & Moran, PLLC, our independent auditor, has not performed or been engaged to perform any services in connection with the offering of securities. Nor has Plante & Moran, PLLC performed or been engaged to perform any procedures on the financial statements of RARE since the date of the Plante & Moran, PLLC report included herein. Plante & Moran, PLLC also has not performed any procedures relating to this offering document.

- 13. Tax Return Preparation** – This engagement does not include preparation of any tax returns or filings. If RARE requires tax services, including tax consulting or preparation of tax returns, those services will be detailed in a separate engagement letter.
- 14. Confidentiality, Ownership, and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to proprietary information of RARE, including, but not limited to, information regarding general ledger balances, financial transactions, trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to RARE. PM will comply with all applicable ethical standards, laws, and regulations as to the retention, protection, use and distribution of such confidential RARE information. Except to the extent set forth herein, PM will not disclose such information to any third party without the prior written consent of RARE.

In the interest of facilitating PM's services to RARE, PM may communicate or exchange data by internet, e-mail, facsimile transmission, or other electronic method. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM's obligations under applicable laws and professional standards, RARE recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consents to PM's use of these electronic devices during this engagement.

Professional standards require that PM create and retain certain workpapers for engagements of this nature. All workpapers created in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM's possession.

Both RARE and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this Agreement. In the event that a request for any confidential information or workpapers covered by this Agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform RARE in a timely manner of such request and to cooperate with RARE should it attempt, at RARE's cost, to limit such access. This provision will survive the termination of this Agreement. PM's efforts in complying with such requests will be deemed billable to RARE as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

Both RARE and PM acknowledge that upon completion of the audit PM is required to send an electronic copy of RARE's financial report, PM's official letter of comments and recommendations, and auditing procedures report directly to the State of Michigan pursuant to Michigan Department of Treasury Regulations. RARE authorizes and directs PM to provide such information and disclosure of such information shall not constitute a breach of the provisions of this Agreement.

PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM's record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

Upon RARE's written request, PM may, at its sole discretion, allow others to view any workpapers remaining in its possession if there is a specific business purpose for such a review. PM will evaluate each written request independently. RARE acknowledges and agrees that PM will have no obligation to provide such access or to provide copies of PM's workpapers, without regard to whether access had been granted with respect to any prior requests.

- 15. Consent to Disclosures to Service Providers** – In some circumstances, PM may use third-party service providers to assist with its services, including affiliates of PM within or outside the United States. In those circumstances, PM will be solely responsible for the provision of any services by any such third-party service providers and for the protection of any information provided to such third-party service providers. PM will require any such third-party service provider to: (i) maintain the confidentiality of any information furnished; and (ii) not use any information for any purpose unrelated to assisting with PM's services for RARE. In order to enable these third party service providers to assist PM in this capacity, RARE, by its duly authorized signature on the accompanying engagement letter, consents to PM's disclosure of all or any portion of RARE's information, including tax return information, to such third party service providers, including affiliates of PM outside of the United States, if and to

the extent such information is relevant to the services such third party service providers may provide and agrees that PM's disclosure of such information for such purposes shall not constitute a breach of the provisions of this Agreement. RARE's consent shall be continuing until the services provided for this Agreement are completed.

- 16. Fee Quotes** – In any circumstance where PM has provided estimated fees, fixed fees, or not-to-exceed fees ("Fee Quotes"), these Fee Quotes are based on information provided by RARE regarding the nature and condition of its accounting, financial, and tax records; the nature and character of transactions reflected in those records; and the design and operating effectiveness of its internal controls. RARE acknowledges that the following circumstances may result in an increase in fees:

- Failure by RARE to prepare for the audit as evidenced by accounts and records that have not been subject to normal year-end closing and reconciliation procedures;
- Failure by RARE to complete the audit preparation work by the applicable due dates;
- Significant unanticipated or undisclosed transactions, audit issues, or other such unforeseeable circumstances, including those created by the Coronavirus pandemic and resulting market conditions;
- Delays by RARE causing scheduling changes or disruption of fieldwork, including challenges created by the Coronavirus pandemic resulting from the inaccessibility of RARE personnel or records;
- After audit or post fieldwork circumstances requiring revisions to work previously completed or delays in resolution of issues that extend the period of time necessary to complete the audit;
- Issues with the prior audit firm, prior year account balances, or report disclosures that impact the current year engagement;
- An excessive number of audit adjustments.

PM will advise RARE in the event these circumstances occur, however it is acknowledged that the exact impact on the Fee Quote may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this Agreement.

- 17. Payment Terms** – PM's invoices for professional services are due upon receipt unless otherwise specified in the engagement letter. In the event any of PM's invoices are not paid in accordance with the terms of this Agreement, PM may elect, at PM's sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM's audit work or issuance of PM's audit report upon resumption of PM's work. RARE agrees that in the event PM stops work or terminates this Agreement as a result of RARE's failure to pay fees on a timely basis for services rendered by PM as provided in this Agreement, or if PM terminates this Agreement for any other reason, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.

- 18. Fee Adjustments** – Any fee adjustments for reasons described elsewhere in this Agreement will be determined based on the actual time expended by PM staff at PM's current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and included as an adjustment to PM's invoices related to this engagement. RARE acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this Agreement.

- 19. Conditions of PM Visit to RARE Facilities** – RARE agrees that PM's services will be provided remotely to the maximum extent possible. In order to facilitate the provision of services remotely, RARE agrees to provide documentation and other information reasonably required by PM for PM's performance of the engaged services electronically to the extent possible throughout the course of the engagement. In the event in-person visits to RARE's facility(ies) are determined by PM in its sole discretion to be necessary for the performance of the engaged services, RARE agrees, as a pre-condition to any such in-person visit, to provide to PM for PM's evaluation RARE's policies and procedures that RARE has implemented and will adhere to relating to workplace safety and the prevention of the transmission of disease at its facility(ies). In addition, RARE affirms that it is in compliance with applicable Centers for Disease Control and Prevention and OSHA guidance pertaining to the prevention of the transmission of disease (collectively, "Applicable Preventative Guidance") and agrees that it shall continue to comply with Applicable Preventative Guidance throughout any in-person visits by PM to RARE's facility(ies). RARE further affirms that it is in compliance and shall continue to comply with all other applicable laws, regulations, or executive orders relating to COVID-19 or the prevention of the spread thereof (collectively, "COVID-19 Laws") and agrees that it shall continue to comply with COVID-19 Laws throughout any in-person visits by PM to RARE's facility(ies). Notwithstanding the foregoing, PM reserves the right to suspend or refrain from any in-person visit by PM to RARE's facility(ies) or impose further conditions on any such in-person visit if and as PM deems necessary at its sole discretion. RARE agrees and acknowledges that any determination by PM to visit RARE's facility(ies) is

not and shall not be construed to be or relied on by RARE as a determination by PM of RARE's compliance with Applicable Preventative Guidance or any COVID-19 Laws.

- 20. Release and Hold Harmless for Biological Agent Liability** – RARE acknowledges that there is an inherent risk of exposure to COVID-19 or other infectious diseases associated with any in-person interaction or in-person visit to property. Accordingly, RARE, for itself and its successors and assigns, hereby releases PM and each of PM's officers, directors, partners, members, managers, employees, affiliated, parent or subsidiary entities, and approved third party service providers (collectively, "PM Persons") from any and all claims or causes of action that the RARE has, or hereafter may or shall have, against any of them in connection with, related to, or arising out of COVID-19 or other infectious diseases or the transmission thereof associated with a visit by one or more of the PM Persons to any RARE facility(ies) or other in-person interaction with RARE personnel (collectively hereafter "Biological Agent Liability"). Moreover, RARE shall indemnify, defend and hold harmless the PM Persons from and against all claims, liabilities, losses and expenses suffered or incurred by any of them associated with any claim of Biological Agent Liability related to, arising out of or in connection with any visit by any PM Persons to a RARE facility(ies) or other in-person interaction with RARE personnel.
- 21. Exclusion of Certain Damages** – In no event shall either party be liable to the other, whether a claim be in tort, contract, or otherwise, for any indirect, consequential, punitive, exemplary, lost profits, or similar damages in claims relating to PM's services provided under this engagement.
- 22. Receipt of Legal Process** – In the event PM is required to respond to a subpoena, court order, or other legal process (in a matter involving RARE but not PM) for the production of documents and/or testimony relative to information PM obtained and/or prepared during the course of this engagement, RARE agrees to compensate PM for the affected PM staff's time at such staff's current hourly rates, and to reimburse PM for all of PM's out-of-pocket costs incurred associated with PM's response unless otherwise reimbursed by a third party.
- 23. Subsequent Discovery of Facts** – After the date of PM's report on the financial statements, PM has no obligation to make any further or continuing inquiry or perform any other auditing procedures with respect to the audited financial statements covered by PM's report, unless new information that may affect the report comes to PM's attention. If PM becomes aware of information that relates to these financial statements but was not known to PM at the date of its report, and that is of such a nature and from such a source that PM would have investigated it had it come to PM's attention during the course of the audit, PM will, as soon as practicable, undertake to determine whether the information is reliable and whether the facts existed at the date of PM's report. In this connection, PM will discuss the matter with RARE and request cooperation in whatever investigation and modification of the financial statements that may be necessary. Additional fees for such work will be determined based on the actual time that PM staff expend at PM's current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and RARE acknowledges and agrees that payment for all such additional fees will be made in accordance with the payment terms provided in this Agreement.
- 24. Termination of Engagement** – This Agreement may be terminated by either party upon written notice. Upon notification of termination, PM's services will cease and PM's engagement will be deemed to have been completed. RARE will be obligated to compensate PM for all time expended and to reimburse PM for all out-of-pocket expenditures through the date of termination of this engagement.
- 25. Entire Agreement** – This Agreement is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties regarding the subject matter hereof. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this Agreement, signed by all of the parties.
- 26. Severability** – If any provision of this Agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
- 27. Force Majeure** – Neither party shall be deemed to be in breach of this Agreement as a result of any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war, other violence, epidemic, pandemic or other public health emergency or government mandated shut down (each individually a "Force Majeure Event"). A Force Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.
- 28. Signatures** – Any electronic signature transmitted through DocuSign or manual signature on this engagement letter transmitted by facsimile or by electronic mail in portable document format may be considered an original signature.

- 29. Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, and jurisdiction over any action to enforce this Agreement, or any dispute arising from or relating to this Agreement shall reside exclusively within the State of Michigan.

End of Professional Services Agreement – Audit Services



Open Swim

at Roseville High School

17855 Common Rd, Roseville

STARTING OCTOBER 4TH!

Mondays & Wednesdays

6:00 - 9:00pm

Children/Teens: \$3.00

Adults: \$5.00

Seniors (55+): \$4.00

Cash only. Bills greater than \$20 will not be accepted

Now that the weather is getting colder, keep the swimwear out for open swim this fall! Children 12 and under must be accompanied by a parent/guardian. Teens ages 13-17 must bring a student ID card or drivers licenses. Locker rooms will be made available. Guest will not be permitted to lock up belongings overnight. Lap swim will be made available. Outside pool toys will not be permitted. There will be pool toys provided. Pool entrance is located at door #13 at Roseville HS. Disposable swim diapers are not permitted. Approved Flotations Devices (AFD) are permitted. Please visit website for permitted diapers and AFDs.

Interested in working Open Swim?
Email Sara at sfrederick@rare-mi.org
for hiring opportunities!



Info:
rare-mi.org
(586) 445-5480



RARE Park Improvement Guidelines September 2021

The Recreation Authority of Roseville and Eastpointe (RARE) evenly utilizes the parks within Roseville and Eastpointe for various programs, rentals, and events. Due to financial constraints over the past decade, the cities of Roseville and Eastpointe have not been able to address some of the necessary infrastructure maintenance issues at many of these parks. RARE has completed a five-year financial forecast that includes potential funding for capital projects intended to improve the parks within Roseville and Eastpointe. RARE's intent is to address capital projects that will enhance the services RARE provides as well as each community's park infrastructure evenly between the two participating cities. Below is the park improvement process that RARE intends to follow:

1. The total amount of funding available each year will be determined by the Director and presented to the Board for approval during the annual budget process.
2. The Director will identify capital projects no later than the regular June meeting for the Recreation Authority of Roseville & Eastpointe Board that RARE would like to address with cost estimates intended to be divided as evenly as possible between parks in each community.
3. RARE management will be given the opportunity to present the budgeted capital projects and cost information to their respective city management and Parks Board/Commission to ensure funding from other sources is not available. RARE management will work with each city's management team to ensure the project is adequately planned before work begins.
4. It is understood that these funds are not to be used to supplant a project already indicated in each respective city's budget and is intended to improve park infrastructure.

September 8, 2021 - Approved at Regular meeting of Recreation Authority of Roseville & Eastpointe Board



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RECREATION AUTHORITY OF ROSEVILLE-EASTPOINTE

18185 SYCAMORE, ROSEVILLE, MI 48066 586-777-7177

OFFICE HOURS: 8:30 A.M.—4:00 P.M. - MONDAY—FRIDAY

www.rare-mi.org

SENIOR ACTIVITIES NEWSLETTER

OCTOBER 2021

Mary L. Grant, Senior Director

Kim Steele, Office Support

UPCOMING ACTIVITIES

“Stretch for Life” (formerly Hi-Steps)—All are welcome to join us for a new fitness opportunity. Beginning October 4th the “Stretch for Life” class will meet from 9:00–10:30 a.m. every Monday and Wednesday in the Small Gym. The drop-in fee is \$1.00 per class. There will be walking from 9:00–9:30 a.m., floor exercises from 9:30–10:00 a.m., and wall exercises from 10:00–10:30 a.m. If you plan on participating in the floor exercises, we recommend you bring a yoga mat or a towel. This is a great way to improve strength and muscle function along with maintaining your cardiovascular and heart health. We hope you will participate in this program which offers fun, fitness, and socialization!

Breakfast Club —Let’s try something different. On Tuesday, October 12th at 9:00 a.m. we will be hosting a Breakfast Club activity. Participants will be treated to a continental breakfast followed by a few rounds of card bingo with prizes. The cost is \$8.00 per person. Space is limited, so sign up early.

Line Dancing is Back —Line Dancing is the perfect exercise. It provides the benefit of an aerobic workout along with increasing balance and coordination. This form of fitness is a platform for you to get involved in a social environment, which is great for your physical health, along with supporting your mental well-being. We are fortunate to have a new Line Dance instructor, Lynn Reiss who has been teaching for over 30 years. Lynn will be offering classes on Wednesdays here at the Center. We will have a “free” get acquainted demo class on Wednesday, October 13th from 1:00–1:30 p.m. This is your opportunity to meet Lynn and learn a little bit about her dance style. If you plan to attend the “free” demo, please call the Senior Office to make a reservation. Starting October 20th and running through December 15th, we will offer Drop-In Line Dance classes in the Small Gym. Basic Line Dance will run from 1:00–2:00 p.m. and Improved Line Dance will run from 2:00–3:00 p.m. The fee for each class is \$4.00 for residents and \$5.00 for non-residents.

Flu Shot Friday —Don’t put your health on the backburner. Take some time for yourself and get your flu shot. On Friday, October 15th from 10:00 a.m.–12 noon, Tom Rheume, our friendly Pharmacist from Fairway Sav-More Drugs will be here at the Center to administer flu shots. If you have Medicaid/Medicare Part B, there is no cost for the shot. Please bring your ID and insurance cards. For those of you who are not covered by insurance, the cost is \$25.00 for the regular dose and \$65.00 for the high dose (must be over 65).

No appointment is necessary, just walk-in.

Painting Party—On The Gogh Studio is an art studio on wheels! They are equipped with everything we need to have an amazing art party right here at the Center. Our friend, Michelle, will be offering two different classes for our seniors. On Wednesday, October 20th at 1:00 p.m. you will paint a canvas with 3 seasonal pumpkins stacked on top of each other. On Wednesday, November 17th at 1:00 p.m. you will paint a canvas with a winter snow globe scene. Samples of the paintings are available from the Senior Office. Each class is \$18.00 and includes supplies. It doesn't matter if you're a beginner or a seasoned artist. These classes are perfect for everyone! You must register and pay in advance, class size is limited so sign up early.

Trunk or Treat—Senior Center Edition—It's Halloween and we are going to celebrate like a bunch of kids!!! We are hosting our very first Trunk or Treat event here in our parking lot. This free activity will take place on Friday, October 29th from 1:00–2:00 p.m. We ask that you wear a costume or Halloween themed attire. All pre-registered guests will be allowed to trick or treat at the cars that will be parked in our lot. We have asked several vendors to decorate their cars and give out goody bags to those in attendance. Once you have collected your treats, you are invited to come in to the Center for a complimentary donut and cup of cider. Space is limited to the first 100 people who make a reservation. Please call the Senior Office on or after October 4th to be put on the list. You are guaranteed a “spooktacular” time!

SENIOR CENTER HAPPENINGS

DROP-IN ROOM and COMPUTERS: These rooms will be open Monday, Tuesday, Thursday, and Friday from 9:00 a.m.–12:00 noon. Please be advised that there will be no coffee or cookies available during this time.

FITNESS CENTER: The current hours are: Monday–Friday, 8:30 a.m.–8:00 p.m. and Saturdays 9:00 a.m.–4:00 p.m. Please be mindful of the expiration date on your fitness cards. Many of you are up for renewal!

STRETCH FOR LIFE: Mondays and Wednesdays from 9:00–10:30 a.m. in the Small Gym.

WALKING: Monday, Wednesday, Friday in the Large Gym from 9:00 a.m.–12:00 noon.

SIT ‘n KNIT: Every Monday from 11:00 a.m.–1:00 p.m. in the Drop-In Room.

CRAZY RUMMY: Every Tuesday from 1:00–3:00 p.m. in the Drop-In Room.

PICKLEBALL: Tuesdays and Thursdays from 1:00–3:00 p.m. in the Small Gym.
\$1 Residents and \$2 Non-Residents

POOL ROOM: Open for play on Tuesdays and Thursdays throughout the day by appointment only.

LINE DANCING: Every Wednesday, beginning October 20th, Basic Line Dance is from 1:00–2:00 p.m. and Improved Line Dance is from 2:00–3:00 p.m.
\$4 for Residents and \$5 for Non-Residents.

OPEN CARD PLAY: Wednesday and Friday from 1:00–3:00 p.m. in the Game Room.

STROKE CLUB: Every Thursday from 9:30–11:00 a.m. in the Drop-In Room.

ZUMBA GOLD: Thursdays from 10:00–11:00 a.m. in the Small Gym and is \$6.00 per class.

DINING SENIOR STYLE

Macomb Community Action hosts a hot lunch program here at our Center weekdays at 11:15 a.m. There have been current changes to the program. The lunches will be “To-Go” only and will be distributed on a first-come-first-served basis. The program will be closed on Monday, October 11th in honor of Columbus/Indigenous Peoples Day.

MEDICARE ASSISTANCE DURING OPEN ENROLLMENT

Sponsored by: Michigan Medicare/Medicaid Assistance Program

Medicare Open Enrollment is October 15—December 7, during this time you can review and change your Part D prescription drug plan or your Medicare Advantage plan. Michigan’s Medicare Medicaid Assistance Program will be offering telephone appointments or Zoom calls to those individuals who would like to review their plans. To make an appointment for this free, unbiased service, please call 800-803-7174.

TRAVEL OPPORTUNITIES

AN OVERNIGHT HOLIDAY GETAWAY OGLEBAY-WINTER FESTIVAL OF LIGHTS

Date: Sunday-Monday, December 5-6, 2021

Authority Member: \$300.00 per person/double occupancy

Non-Member: \$305.00 per person/double occupancy

This holiday themed overnight adventure includes: 1 night stay at the Oglebay Hotel & Resort, meals (1 breakfast, 1 lunch, 1 dinner), shopping at the Oglebay Holiday Market Place, a guided tour of the Oglebay Festival of Lights, a guided tour of the David Warther Carvings and Gift Shop, lunch at Der Dutchman, and shopping at Carlisle Gifts. To hold your reservation, a deposit of \$20.00 per person either by check, money order, or debit/credit card is required.

SENIOR VAN TRANSPORTATION

Senior Van Transportation is available Monday—Friday from 8:30 a.m. to 3:30 p.m. The dispatchers will make reservations for Eastpointe and Roseville residents, on a first come, first served basis. Rides must be scheduled in advance. The fee is \$1.00 per way. Vans will travel from 8 Mile to 15 Mile Roads and Jefferson to Hoover. For complete details, please contact the Senior Van Transportation lines Monday—Friday, 9:00 a.m. to 3:00 p.m.

Eastpointe residents should call 586-445-5085

Roseville residents should call 586-445-5482

COMING SOON

“Made in Michigan Bingo”—Wednesday, November 10th from 1:00 p.m.—2:30 p.m.

Please join us in the Activity Center for our next bingo event. The cost to participate is \$5.00 per person and includes a snack. Our prizes will consist of products that are made in the great state of Michigan. Please call the Senior Office on or after October 25th to make a reservation.

Payment due upon registration. Space is limited, so sign up early.