



CITY OF ROOSEVELT PARK CITY COUNCIL MEETING

AGENDA

October 21, 2024

6:15 p.m.

1. Council Work Session
2. Call to Order and Roll Call
3. Pledge of Allegiance
4. Invocation by Councilmember Johnson
5. Public Comment on Agenda Items
6. Approval of Consent Agenda
 - a. Regular Agenda
 - b. Minutes October 7, 2024- Regular City Council Meeting
 - c. List of Bills
7. Unfinished Business
 - a. Muskegon Area Transit-Articles of Incorporation
8. New Business
 - a. 2025 Playground Grant Acceptance and Project Approval
 - b. BS&A Systems Payment Processing-Contract Authorization
 - c. Muskegon Area Transit-Board of Directors Appointment
 - d. Resolution of Appreciation- Councilmember Cruz
 - e. Resolution of Appreciation-Michael Ciulis
 - f. Finance Committee Meeting-Set Meeting Time and Date
9. Public Comment
 - Please state your name and home address
 - Please limit comments to 3 minutes per individual presentation
(City Council Rules of Procedure: 10/7/2011)
10. Comments from the Mayor and City Council
11. Reports from City Manager, City Attorney & Department Heads
12. Adjournment

American Disability Act Compliance: For access to open meetings of the City Council and any of its committees or subcommittees, the City of Roosevelt Park will provide necessary reasonable auxiliary aids and services, to individuals with disabilities who want to attend the meeting, upon twenty-four-hour notice to the City of Roosevelt Park. Individuals with disabilities requiring auxiliary aids or services should contact the City of Roosevelt Park, City Clerk by writing or calling, 231-755-3721 or call the following: TDD: Dial 7-1-1 and request a representative to dial 231-755-3721.



City of Roosevelt Park

A Proud Community

To: Honorable Mayor and City Council
From: Jared Olson, City Manager
Date: October 17, 2024
Subject: **Monday, October 21, 2024**– CITY COUNCIL MEETING

The following is information pertaining to items on the agenda for your meeting:

COUNCIL WORK SESSION:

- a. **Councilmember Work Session Request**-Attached is a written request for an item to be placed within the work session agenda by Councilmember Goodman.
- b. **Active Agenda Items**

COUNCIL MEETING:

Unfinished Business:

- a. **MATS Articles of Incorporation**- As tabled for future review during the City Council's August meeting, the attached and updated Transit Authority Articles of Incorporation are being brought back to the board for formal action as several members have already approved the articles in member communities.

New Business:

- a. **2025 Playground Grant Acceptance and Project Approval**- The Recreation and Parks Commission was awarded a sizable grant from Gametime Industries to help fund the 2025 Parks Capital Improvement project and thus have worked with Sinclair Recreation on maximizing the grant with the most impactful design possible. Attached is the project design and overview along with the financial breakdown of the total project which reflects over \$83,000 in matching funds.
- b. **BS&A Systems Payment Processing-Contract Authorization**- As staff continues to review current operations and future options to help reduce cost and maximize efficiency for both our operations and residents, moving from the current credit card and online payment system (Point and Pay) to the newly released BS&A system appears will do just that. Attached is a brief memo from the City Treasurer regarding the changes, reduced costs to our residents, and increased operational efficiencies the switch offers.
- c. **Muskegon Area Transit-Board of Directors Appointment**- In relation to Item 7a, if the MATS Articles of Incorporation are approved, the formal appointment of a board member is also requested.
- d. **Resolution of Appreciation- Councilmember Cruz**- As Councilmember Fawn Cruz's term of office is set to expire, staff feels it appropriate to offer the attached Resolution of Appreciation to the City Council to recognize her commitment and volunteerism to the residents of Roosevelt Park.
- e. **Resolution of Appreciation-Michael Ciulis**- For his decades of service to the Roosevelt Park residents and community, staff feel compelled to request the board to formally adopt the attached Resolution of Appreciation. Michael has not only been a regular visitor to our City Council meetings but has been an election inspector for the City for decades.
- f. **Finance Committee Meeting-Set Meeting Time and Date**- The next time and date is needed for the final Finance Committee Meeting as we prepare for year end activities for FY24 and the beginning of FY 2025.

If you have questions, please contact me.



**CITY OF ROOSEVELT PARK
CITY COUNCIL
MEETING MINUTES
October 7, 2024**

This meeting was called to order by Mayor Pro-Tem Sutton at 6:15 p.m.

PRESENT: Council Members: Mayor Pro-Tem Michael Sutton, Fawn Cruz, Noah Crossno, Diane Goodman, Stacey Burmeister, Matt Johnson

STAFF: City Attorney Brennen Gorman, City Clerk Ann Wisniewski, City Treasurer Kate Dibble, Police Chief Shawn Bride

ABSENT: Mayor Langlois

WORK SESSION

Council discussed Agenda Items:

- MML Property and Liability Pool – 2024/25 Board Election
- List of Bills

Special Guests:

- None

Mayor Langlois called the Council meeting to order at 6:17 p.m.

2024-184 **ROLL CALL**
City Clerk Ann Wisniewski called roll call.

2024-185 **INVOCATION**
Council Member Crossno provided the Invocation.

2024-186 **PUBLIC COMMENT ON AGENDA ITEMS**
None

2024-187 **CONSENT AGENDA**
A motion was made by Council Member Crossno to approve the consent agenda with the amended meeting minutes of 9-16-24. This motion was supported by Council Member Burmeister.
Roll Call: 7 Ayes, 0 Nays, - Motion Passes

2024-188 **UNFINISHED BUSINESS**
None

2024-189 **NEW BUSINESS**

8A. MML Property and Liability Pool Elections

Council Member Burmeister moved to authorize the City Clerk to cast a ballot on behalf of the City for this year's Michigan Municipal League Property and Liability pool as presented. This motion was supported by Council Member Goodman.

Roll Call: 7 Ayes, 0 Nays, - Motion Passes

2024-190 **PUBLIC COMMENTS**

Grant Holt 3271 Henry Street ATax – Shared comments

2024-191 **COUNCIL COMMENTS**

Council members shared comments.

2024-192 **DEPARTMENT HEAD REPORTS**

Department heads shared comments.

2024-193 **ADJOURNMENT**

Mayor Pro Tem Sutton moved to adjourn the meeting at 6:27 p.m. This motion was supported by Council Member Cruz and carried unanimously.

Ann Wisniewski, City Clerk



CITY OF ROOSEVELT PARK

A Proud Community
900 OAK RIDGE ROAD
ROOSEVELT PARK, MI 49441
(231) 755-3721

COUNCIL LIST

CHECK NUMBER	VENDOR NAME	DESCRIPTION	Invoice #	INVOICE AMT
4965 (E)	ACCIDENT FUND	WORKERS COMP	1001631859	1,308.30
			Check Total	1,308.30
4966 (E)	BANK OF AMERICA BUSINESS CARD	OFFICE SUPPLIES - RUBBER FINGER GRIPPERS	112-1136627-	6.79
		SPACE HEATER	113-4152915-	44.97
		SOLAR LIGHTS/PARKS WATER FILTERS	113-7916029-	213.98
		MOUSE TRAPS	113-0507264-	42.33
		MS OFFICE SUBSCRIPTION	E0400TRNKE	52.47
			Check Total	360.54
4967 (E)	BANK OF AMERICA BUSINESS CARD	DPW TIRES	1-125956	232.00
			Check Total	232.00
4968 (E)	BLUE CARE NETWORK OF MI	RETIREE HEALTH CARE - NOV	242820001468	1,641.36
			Check Total	1,641.36
4969 (E)	BLUE CROSS BLUE SHIELD OF MICH	RETIREE HEALTH CARE - NOV	192515284	2,171.43
			Check Total	2,171.43
4970 (E)	CONSUMERS ENERGY	2802 GLENSIDE BLVD	201720637675	44.40
		2686 GLENSIDE BLVD	201720637674	101.30
			Check Total	145.70
4971 (E)	CONSUMERS ENERGY	1000 0015 1900 2848 ASHLAND	207147732956	63.02
			Check Total	63.02
4972 (E)	CONSUMERS ENERGY	1000 0015 2536 - 896 W BROADWAY	207147732969	59.77
			Check Total	59.77
4973 (E)	CONSUMERS ENERGY	1000 0015 6057 936 OAKRIDGE GUL 2	207147725829	2,068.78
			Check Total	2,068.78
4974 (E)	CONSUMERS ENERGY	1000 0017 0686 3106 ROOSEVELT RD	207147725830	19.40
			Check Total	19.40
4975 (E)	CONSUMERS ENERGY	1000 0038 5011 TRAFFIC LIGHTS	205992065375	250.08
			Check Total	250.08
4976 (E)	CONSUMERS ENERGY	1000 0460 5042 3105 ROOSEVELT	204835289798	43.79
			Check Total	43.79
4977 (E)	CONSUMERS ENERGY	1000 0460 5166 3106 ROOSEVELT	204835289799	134.04
			Check Total	134.04
4978 (E)	CONSUMERS ENERGY	1000 0597 2995 1168 CORNELL	205903129266	31.74
			Check Total	31.74
4979 (E)	CONSUMERS ENERGY	1000 0616 4881 1580 GARRISON	206081060353	373.83
			Check Total	373.83
4980 (E)	CONSUMERS ENERGY	1000 0616 6274 3064 GLENSIDE	206081060354	29.36
			Check Total	29.36



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CHECK NUMBER	VENDOR NAME	DESCRIPTION	Invoice #	INVOICE AMT
4981 (E)	CONSUMERS ENERGY	1000 0622 0758 1344 GREENWICH RD	206081060355	29.19
			Check Total	29.19
4982 (E)	CONSUMERS ENERGY	1000 0678 0280 898 W BROADWAY	205458182465	106.21
			Check Total	106.21
4983 (E)	CONSUMERS ENERGY	1000 0777 1684 880 OAKRIDGE	202076612435	562.95
			Check Total	562.95
4984 (E)	CONSUMERS ENERGY	1000 0832 5373 3278 GERMAINE	201275726006	38.72
			Check Total	38.72
4985 (E)	CONSUMERS ENERGY	1000 0864 3968 1267 LAMBERT	201275726007	40.09
			Check Total	40.09
4986 (E)	CONSUMERS ENERGY	1000 0849 1167 3163 MAPLE GROVE	201275726008	28.91
			Check Total	28.91
4987 (E)	CONSUMERS ENERGY	1000 0864 2272 1140 SHERWOOD	202966485348	29.19
			Check Total	29.19
4988 (E)	CONSUMERS ENERGY	1030 2926 0835 49441 LED LIGHT RD	201809612281	1,915.26
			Check Total	1,915.26
4989 (E)	DTE ENERGY	GAS 900 OAKRIDGE RD	101024	68.86
			Check Total	68.86
4990 (E)	DTE ENERGY	GAS 1572 GARRISON	101024	57.05
			Check Total	57.05
4991 (E)	DTE ENERGY	GAS 3106 ROOSEVELT RD	101024	60.42
			Check Total	60.42
4992 (E)	ETNA SUPPLY COMPANY	8" CURB KEY	S105914688.0	133.00
			Check Total	133.00
4993 (E)	HOME DEPOT CREDIT SERVICES	LITTLE LIBRARY SUPPLIES, WATER/SEWER SUP	101324	466.84
			Check Total	466.84
4994 (E)	HUNTINGTON NATIONAL BANK	2016 BOND INTEREST	2016BOND	36,681.25
			Check Total	36,681.25
4995 (E)	WEX BANK	GAS (DPW 201.989 / PD 514.171)	100143226	1,925.09
			Check Total	1,925.09
4996 (A)	DIBBLE, KATE	DENTAL/VISION REIMBURSEMENT	DENTAL100924	791.77
			Check Total	791.77
4997 (A)	EMERGENCY SERVICES LLC	VEHICLE MAINTENANCE - NOV MONTHLY LABOR	21777	800.00
		UNIT 7 OIL CHANGE	21797	60.87
		UNIT 3 OIL CHANGE AND BRAKES	21805	118.53
			Check Total	979.40

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 ROOSEVELT PARK, MI 49441
 (231) 755-3721

COUNCIL LIST

CHECK NUMBER	VENDOR NAME	DESCRIPTION	Invoice #	INVOICE AMT
4998 (A)	FLEX ADMINISTRATORS, INC.	FLEX ADMIN FEES - SEPT	1199811	43.50
			Check Total	43.50
4999 (A)	KENT COMMUNICATIONS INC	POSTAGE - BALLOTS	88761-	539.23
		POSTAGE SERVICE	8876-161838	170.86
			Check Total	710.09
5000 (A)	MOORE & BRUGGINK, INC.	ROYAL OAK/EASTLAND	240129.1-7	6,597.00
			Check Total	6,597.00
5001 (A)	MUSKEGON CENTRAL DISPATCH 911	IT SUPPORT - OCT	2400002226	447.43
		USB DRIVES	2400002234	27.89
			Check Total	475.32
5002 (A)	MUSKEGON CHARTER TOWNSHIP	CODE ENFORCEMENT - AUG	2400016110	924.83
		CODE ENFORCEMENT - SEPT	2400016111	924.83
			Check Total	1,849.66
5003 (A)	OFFICE MACHINES CO., INC.	COPY MACHINE	INV77972	138.99
			Check Total	138.99
5004 (A)	PARMENTER LAW	GENERAL LEGAL	284338	1,350.50
		PROSECUTIONS	284339	636.50
		TAX APPEAL	284340	74.00
			Check Total	2,061.00
5005 (A)	PLUMMER'S ENVIRONMENTAL SERVIC	SEWER LINE CLEANING	24186668	14,071.05
			Check Total	14,071.05
5006 (A)	PRO CLEAN SOLUTIONS	BUILDING CLEANING	ROO100124	300.00
			Check Total	300.00
5007 (A)	REPUBLIC SERVICES # 240	WASTE REMOVAL SERVICES - SEPT	0240-	16,001.25
			Check Total	16,001.25
5008 (A)	SINCLAIR RECREATION LLC	WELLS PARK SWING	106724-01-01	792.40
		DAVIES PARK	SR262491	99,386.52
			Check Total	100,178.92
5009 (A)	WEST MICHIGAN SHORELINE REGION	FY 25 DUES	2255	2,128.00
			Check Total	2,128.00
5010 (A)	WEST MICHIGAN UNIFORM	DPW UNIFORM CLEANING	5860373	50.00
		DPW UNIFORM CLEANING	5862140	50.00
			Check Total	100.00
38441	ASSELMEIER, CARL & ALICE	COMMUNITY CENTER DEPOSIT REFUND	COMM CENTER	200.00
			Check Total	200.00
38442	CITY SEWER AND DRAIN	SEWER CLEANING - 3219 DAVIS RD - SENIOR	13522	325.00
			Check Total	325.00
38443	MONROE TRUCK & AUTO ACCESSORIES			



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COUNCIL LIST

Tuesday, October 15, 2024

CHECK NUMBER	VENDOR NAME	DESCRIPTION	Invoice #	INVOICE AMT
		SNOW FLOW	185843093	7,536.00
			Check Total	7,536.00
38444	PAUL SCHULTZ TRUCKING AND EXCAVATIN	TOP SOIL	16542	230.00
			Check Total	230.00
38445	W.M.C.J.T.C. ATTN: LORI BOEVE	FALL 2024 PA 9302	6051	419.31
			Check Total	419.31
			Report Total	206,212.43



Agenda Item __WS_____

**CITY OF ROOSEVELT PARK
CITY COUNCIL
WORK SESSION
September 3, 2024**

Item: Councilmember Request	Date: September 3, 2024
Summary: Attached is a written request and documents received from City Councilmember Goodman to have an item of discussion placed on the work session agenda.	
Signature:	Title: City Manager

Jared D. Olson

From: Diane M. Goodman
Sent: Tuesday, October 15, 2024 12:25 PM
To: Jared D. Olson; Ann M. Wisniewski
Subject: Please add to 10-21-24 Council work session

Jared/Ann

I would like the following item be included for discussion at the October 21, 2024 council work session meeting.

Video/Audio recording of public meetings

OPEN MEETINGS ACT (EXCERPT)

Act 267 of 1976

“15.263 Meetings, decisions, and deliberations of public body; requirements; attending or addressing meeting of public body; COVID-19 safety measures; tape-recording, videotaping, broadcasting, and telecasting proceedings; accommodation of absent members; remote attendance; rules; exclusion from meeting; exemptions.

Sec. 3.

(1) All meetings of a public body must be open to the public and must be held in a place available to the general public. All persons must be permitted to attend any meeting except as otherwise provided in this act. The right of a person to attend a meeting of a public body includes the right to tape-record, to videotape, to broadcast live on radio, and to telecast live on television the proceedings of a public body at a public meeting. The exercise of this right does not depend on the prior approval of the public body. “

I recognize that under the Michigan Open Meetings Act, citizens have the legal right to record public meetings, with additional provisions related to COVID-19 safety measures. However, I have significant concerns about the potential misuse of these recordings.

In an era where technology can easily manipulate video and audio to alter voices and images, I am deeply uncomfortable with the possibility of being recorded without my knowledge. Furthermore, brief clips are often taken out of context, distorting the speaker's intent and creating misleading narratives.

In light of these concerns, I respectfully request that we are notified whenever members of the city council are recording during public meetings. While I fully understand that these recordings are legal, my request is aimed at ensuring transparency and safeguarding the integrity of the council's proceedings.

Diane Goodman



CITY OF ROOSEVELT PARK CITY COUNCIL MEETING October 21, 2024

Intergovernmental Agreement-Transit Authority Articles		Date: October 21, 2024
<p>Over the last five years, representatives from the County of Muskegon, Muskegon Area Transit System (MATS), and all four municipalities which are served by the MATS system have worked on reforming the current public transit system.</p> <p>As such, the County desired to remove the current system from their operational umbrella as it only serves a fraction of the municipalities which make up the County. In response, the attached draft articles of incorporation are included and have been amended since last reviewed by the Council as to reflect their concerns.</p> <p>The largest change in this final draft is the movement from \$5.00 per capita annual cost (\$20,650) to a flat rate of 2024's cost cap with no inflationary increase factor for four years. This means the City's cost will remain static until an authority millage is passed (or if not, the system switches funding paths or disbands). As also highlighted in the active agenda item for board appointment, the articles have been amended in section 2 and 3 to state a member of the municipal administration OR elected official can be the appointment.</p> <p>This was tabled during the August 19th meeting as the board felt it prudent to ensure that the other communities involved had time to review and discuss the item. As of October 17th, two of the three other municipalities have adopted the articles with the City of Norton Shores most likely schedule to review and take action in the coming two weeks.</p>		
Financial Impact: No additional cost above the 2024 FY through FY 2028.		
Recommendation: Review the attached draft articles of incorporation and act on it as the board so wishes.		
Signature:	Title: City Manager	



August 12, 2024

**Board of
Commissioners**

Charles Nash
Chair, District 5

Jessica Cook
Vice Chair, District 6

Kim Cyr
District 1

Zach Lahring
District 2

Michelle Hazekamp
District 3

Marcia Hovey-Wright
District 4

Darrell L. Paige
District 7

Mr. Jared Olson, City Manager
City of Roosevelt Park
900 Oak Ridge Road
Muskegon, MI 49441

RE: Public Transit Authority Articles of Incorporation

Dear Mr. Olson:

Thank you for your assistance in the effort to create a public transit authority in our community, to be incorporated under Michigan Public Act 196 of 1986.

Attached is a copy of the Articles of Incorporation document that was developed with your assistance over the past months of work. Your further assistance in presenting these Articles of Incorporation for formal consideration and approval of your City Council is greatly appreciated by all involved in this effort. Once all partner communities have approved these Articles of Incorporation, they will be published and filed as required, and the new entity will begin its work to identify and deliver improved public transportation in the community.

You may also find it expeditious at this time to obtain your Council's formal appointment of a representative to serve as Director on the Authority board (and an Alternate Director, if desired). Appointing this individual(s) now will allow the Authority to conduct necessary business immediately upon incorporation. Please ensure that the appointed individual(s) meet the qualifications set out in the Articles.

Thank you again for your work on this matter. Please reach out with any questions or updates. If you wish for a representative of the County to attend your meeting, please advise.

Sincerely,

Mark Eisenbarth
County Administrator

James A. Koens
Transit Systems Manager

enclosure



MUSKEGON AREA TRANSIT SYSTEM • 2624 SIXTH STREET • MUSKEGON HEIGHTS, MICHIGAN 49444

(231) 724-6420 • FAX (231) 830-1607 • www.matsbus.com

An EEO / ADA Employer

**ARTICLES OF INCORPORATION
OF THE
MUSKEGON AREA TRANSIT SYSTEM (MATS)**

**Article I
Formation**

These Articles of Incorporation are executed and adopted by the Incorporating Political Subdivisions listed below to incorporate a public authority under the Public Transportation Authority Act of the State of Michigan, P.A. 196 of 1986, as amended (“Act 196”). The Incorporating Political Subdivisions anticipate that the Authority will enter into agreements with the County of Muskegon, the State of Michigan, and the Federal Transit Administration as may be necessary for the authority to acquire all of the County of Muskegon’s public transportation assets and assume all public transportation liabilities to the extent permitted under Act 196.

**Article II
Name, Incorporating Political Subdivisions, and Authority District**

Section 1. Name. The name of the Authority is the Muskegon Area Transit System.

Section 2. Incorporating Political Subdivisions. The following political subdivisions located within Muskegon County, Michigan, are the Incorporating Political Subdivisions and initial Members of the Authority:

- City of Muskegon
- City of Muskegon Heights
- City of Norton Shores
- City of Roosevelt Park

Additional political subdivision(s) may become Members or additional portions of a Member political subdivision may be added to the Authority District after the formation of the Authority upon resolution adopted by a majority vote of the members elected to, and serving on, the legislative body of the political subdivision requesting such membership or addition and upon approval by a two-thirds vote of the Authority Board of Directors, and upon proper adoption of an Amendment to these Articles as outlined herein.

Section 3. Authority District. For purposes of property tax levies as permitted by Act 196, the Authority shall have an “Authority District” with a geographic boundary that includes all of the voting precincts that have been authorized for inclusion by the Members in these Articles of Incorporation, as may be amended. The initial Authority District shall include:

- City of Muskegon – All Precincts
- City of Muskegon Heights – All Precincts
- City of Norton Shores – All Precincts
- City of Roosevelt Park – All Precincts

The Muskegon Area Transit System may provide its services both within the boundaries of its Authority District and outside of its Authority District in accordance with Act 196.

Article III
Purposes and Powers of the Authority

Section 1. Purposes. The purposes for which the Authority is created are:

- a. To provide public transportation services to the extent authorized by Act 196, including to plan, promote, finance, acquire, improve, enlarge, extend, own, construct, operate, maintain, replace, and contract for public transportation services and facilities within the Authority District.
- b. To provide ancillary services incidental, necessary, or convenient in support of the provision of public transportation services, including the facilitation of multi-modal access and connections for personal mobility devices, bicycles, pedestrians, inter-city buses, passenger rail, ports, airports, and other transportation means.
- c. To provide public transportation services within or outside the Authority District under contract or as determined beneficial by the Authority.
- d. To succeed to all rights, duties, and obligations of the County of Muskegon regarding public transportation services to the extent permitted under Act 196.
- e. To do all things necessary, suitable, or proper for the accomplishment of the above purposes.

Section 2. General Powers. The Authority has the power to do anything authorized or permitted by Act 196, and to do any other lawful act reasonably necessary, proper, suitable, or convenient for the achievement or furtherance of the purposes above stated.

Article IV
Board of Directors – Governance of the Authority

Section 1. The Board. The Authority shall be governed by a Board of Directors (the “Board” and/or “Directors”).

Section 2. Composition. The Board shall consist of four (4) voting Directors. The legislative body of each Member shall appoint one (1) Director, that being a Council member, the chief executive, or another upper level administrative official of the Member. The legislative body of each Member may also appoint one (1) alternate Director, who shall also be a Council member, chief executive, or an administrative official, who may attend meetings and otherwise act on behalf of the Director appointed by that Member.

Section 3. Terms. Each Director or alternate Director shall serve for a term that runs concurrent with the time period for which they hold their office with the Member that appointed them.

Section 4. Removal / Resignation. Directors and alternate Directors, once appointed, shall continue to serve until they are reappointed, replaced by an appropriately appointed replacement, removed, or they resign. Directors and alternate Directors shall serve at the pleasure of the legislative body that appointed them and may be removed for any reason in the same manner by which they were appointed. A Director desiring to resign shall submit such resignation in writing to the Chairperson of the Authority Board of Directors and to the Member that appointed them. Such resignation shall take effect upon receipt of the resignation by the Chairperson of the Board of Directors. The legislative body that made the appointment of the removed or resigning Director shall make a replacement appointment within sixty (60) days of the removal action or accepted resignation. Professionalism and attendance at Board meetings is imperative and the Board may, by a two-thirds vote of the Authority Board of Directors, formally request that a

legislative body appoint a replacement Director for a pattern or practice of unexcused absence or for conduct unbecoming.

Section 5. Board Meetings. – The Board shall hold an initial meeting at a time and place selected and agreed to by the Board members for the purpose of appointing officers, adopting bylaws, and taking any other action the Board deems necessary. Thereafter, the Board shall hold at least an annual meeting at such place and time as shall be fixed by the Board. The Board shall transact other business as may be necessary at its annual meeting and shall hold regular meetings on a schedule to be determined by the Board.

Section 6. Voting and Decisions. Each Director shall have one (1) vote. Decisions of the Board shall require a majority vote of the total number of Directors present at any meeting of the Board in which a quorum is present.

Section 7. Quorum. A majority of the total number of Directors then in office who are present at a duly held meeting shall constitute a quorum for conducting business at any meeting of the Board. Attendance by electronic means shall be allowed only as permitted by applicable law.

Section 8. Compensation of Directors. Directors shall not be compensated by the Authority for attendance at meetings of the Board. Directors shall be entitled to reimbursement by the Authority for actual expenses incurred in the discharge of their official duties as determined by the Authority.

Section 9. Indemnification of Directors. The Board shall indemnify Directors of the Authority to the fullest extent permitted by applicable law. The Board may indemnify employees and other agents of the Authority as permitted by applicable law.

Section 10. Bylaws, Rules and Regulations. The Board shall adopt and establish its own bylaws, rules and regulations, policies and procedures regarding the operation, maintenance and management of the public transportation system.

Section 11. Open Meetings Act. The Board is a public body subject to the Open Meetings Act, PA 267 of 1976, as amended, and all meetings of the Board shall be open to the public.

Article V

Financial Matters

Section 1. Financial Records. The Authority shall maintain adequate financial records in accordance with law and generally accepted accounting principles.

Section 2. Annual Report. The Authority shall prepare an annual report on the Authority's operation and financial condition, which shall be made available to the public and transmitted to the Members of the Authority.

Section 3. Audits, Budgets, and Appropriations. The Authority shall provide for audits, budgets, and appropriations as required by Act 196.

Section 4. Fiscal Year. The Authority shall operate on a Fiscal Year beginning October 1 annually.

Article VI
Local Funding for Public Transportation Purposes

Section 1. Property Tax Levy. The Authority may levy property taxes on all of the taxable property within the limits of the Authority District for public transportation purposes as permitted by Act 196 and these Articles. Taxes shall not be levied except upon the approval by a majority of votes cast by registered and qualified electors residing in the Authority District and voting on the proposal(s) as authorized by Act 196. Any election on a transit revenue proposal initiated by the Authority shall be conducted and certified in accordance with Act 196.

Section 2. Collection of a Tax Levy. Any tax levy approved by the electorate shall be collected and transmitted to the Authority in accordance with the requirements of Act 196.

Section 3. Local Share Contribution Funding from Incorporating Political Subdivisions. Upon formation of the Authority, the Incorporating Political Subdivisions shall begin contributing quarterly to the Authority an amount equal to the funding levels paid by each Incorporating Political Subdivision for County-governed public transportation services in 2024. This level of quarterly contribution shall end after four years, or earlier at such time as a tax levy has been successfully collected by the Authority or an alternative local funding formula has been agreed by contract. No further Local Share Contribution under this Section shall be required of the Incorporating Political Subdivisions for the general purpose of forming the Authority. Local funding may be required as outlined elsewhere.

Section 4. Should a levy contemplated by this Article fail within four years of Authority formation, a Member may, by adoption of a resolution by a majority of the members elected to and serving on the legislative body of the Member, present to the Authority a request to be released from membership in the Authority. The Authority will not unduly decline the request and will act affirmatively as outlined in Article IX, Section 1(b), below.

Section 5. Local Jurisdiction and Contract Funding. The Authority shall have the ability to contract to provide services as it deems appropriate consistent with these Articles and Act 196. Contracts may include those entered with local municipalities, including Members, that provide for the purchase of service types or service levels not otherwise available or not offered in like manner across the entire Authority District.

Section 6. Funding equal to Tax Levy for New Subdivisions. In the event that a new Member (or additional voting precincts of an existing Member) is added to the Authority District after its formation, the Member requesting such addition shall be required to provide quarterly funding at an amount agreed with the Authority (if no tax levy has yet been passed). If a tax levy has been approved for collection, the new (or expanded) Member shall provide annual funding equal to the value of the tax levy that would have been assessed to the Member had it been included in the most recent tax levy. Such payment shall continue annually until the new Member's voting precincts can be included in a subsequent tax levy.

Article VII
Filing and Publication

Section 1. Filing and Publication. Within thirty (30) days after the signing of these Articles of Incorporation by all Incorporating Political Subdivisions, the Muskegon County Administrator, or his/her designee, shall:

- (a) Publish a copy of these articles at least once in a newspaper circulated within the area proposed to be served by the Authority, and

- (b) File a copy of these Articles with the Secretary of State, the Muskegon County Clerk, and the Director of the Michigan Department of Transportation

Section 2. Effective Date. These articles shall become effective immediately upon filing and publication as described above.

Section 3. Subsequent Filings. Publication and filing of Amendments to these Articles shall be consistent with Section 1 and Section 2, but shall be performed by the Chairperson of the Authority Board of Directors or his/her designee as the responsible official instead of the County Administrator.

Article VIII Amendment

Section 1. These Articles may be amended upon a resolution adopted by two-thirds of the legislative bodies that are, at the time of the proposed amendments, participating as Members of the Authority. No amendment shall be effective until the amendment is filed and published in the same manner as required for adoption of these Articles.

Article IX Release or Withdrawal from Authority

Section 1. An Incorporating Political subdivision may be released from membership in the Authority if all the following conditions are met:

- (a) Adoption of a resolution by a majority of the members serving on the governing or legislative body of the Incorporating Political Subdivision requesting release from membership.
- (b) Acceptance of the request by a 2/3 vote of the members serving on the board of the Authority, excluding the members representing the political subdivision requesting release.
- (c) Payment or the provision for payment is made regarding all obligations of the Incorporating Political Subdivision to the public authority or its creditors.

Section 2. Notwithstanding the provisions of Section 1, an Incorporating Political Subdivision may also be released from membership in the authority if all the following conditions are met:

- (a) A petition subject to section 5488 of the Michigan election law, 1945 PA 116, MCL 168.488, that bears the signatures of registered electors of the Incorporating Political Subdivision equal to at least 20% of the number of votes cast in the Incorporating Political Subdivision for all candidates for governor in the last general election in which a governor was elected and that requires the governing body of the Incorporating Political Subdivision entity by resolution to submit the question to its electors at the next general or special election is filed not less than 60 days before the election with the clerk of the entity presenting the question.
- (b) The Incorporating Political Subdivision desiring to withdraw from the authority has approved the question by a majority of the qualified and registered electors voting at a general or special election held in November before the expiration of a tax authorized to be levied under this act.
- (c) The vote upon the question approving the resolution is by ballot and is in substantially the following form: "Shall _____ (the Incorporating Political Subdivision) as provided by 1986 PA 196 withdraw from the authority as a member? Yes ____ No ____".
- (d) All ballots are cast, canvassed, and the results of the election certified in the same manner as ballots on any other question submitted to the electors of the entity seeking withdrawal pursuant to the Michigan election law, 1954 PA 116, MCL 168.1 to 168.992.

- (e) Payment or the provision for payment is made regarding all obligations of the political subdivision to the public authority or its creditors. If withdrawal is approved by a majority of the electors voting on the question, the decision will take effect at the expiration date of the tax and neither the Authority nor officials of the other political subdivision(s) may appeal or amend this decision.

Section 3. Notwithstanding Section 1 and 2 above, an Incorporating Political Subdivision that is part of the Authority may withdraw from the Authority in any year in which a tax authorized to be levied under Act 196 of 1986 expires, without meeting the conditions listed in Section 1 or 2, if the Incorporating Political Subdivision makes the determination to withdraw by a vote of its legislative body held in January of that year.

Article X Savings Clause

Section 1. Savings Clause. The invalidity or unenforceability of any term in these Articles shall not affect the validity or enforceability of any remaining term in these Articles.

DRAFT

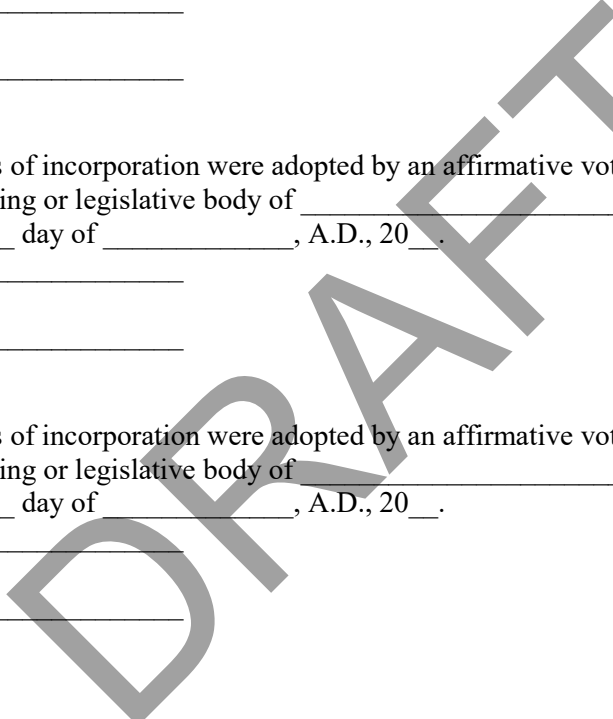
Endorsements

The foregoing articles of incorporation were adopted by an affirmative vote of a majority of the members serving on the governing or legislative body of _____, _____ at a meeting duly held on the ____ day of _____, A.D., 20__.

The foregoing articles of incorporation were adopted by an affirmative vote of a majority of the members serving on the governing or legislative body of _____, _____ at a meeting duly held on the ____ day of _____, A.D., 20__.

The foregoing articles of incorporation were adopted by an affirmative vote of a majority of the members serving on the governing or legislative body of _____, _____ at a meeting duly held on the ____ day of _____, A.D., 20__.

The foregoing articles of incorporation were adopted by an affirmative vote of a majority of the members serving on the governing or legislative body of _____, _____ at a meeting duly held on the ____ day of _____, A.D., 20__.





CITY OF ROOSEVELT PARK CITY COUNCIL MEETING October 21, 2024

2025 Playground Grant Acceptance and Project Approval	Date: October 21,2024
<p>As we enter the third year of the 2022 voter approved capital improvement millage for the parks system, the Recreation and Parks Commission continues to explore ways to maximize the funding and create the largest impact possible in the park system for generations to come.</p> <p>As such, the City applied for a grant from Gametime Industries in 2023 and was awarded the funding for the 2024/25 fiscal year. As the grant program operates on a dollar-for-dollar match for a single large piece of equipment, the attached design and proposal was developed and recommended for approval by the Recreation and Parks Commission during their September meeting. The design includes several small pieces of equipment including swings and spinners based around what will most likely be the largest single play structure throughout all the nine city parks.</p> <p>The ability to complete this substantial upgrade to Davies Park located between Sherwood and Drexel is due to not only \$83,000 in grant funding but also in the design that this will be the first ever “community build” project in which the Recreation and Parks commission will recruit 25-30 volunteers over the winter to assist in a two-day full build program that is led by professional installers.</p> <p>This will be the fourth park to be renovated in the first three years of the park millage and will also be accompanied by fundraising for other amenities to make the park feel more inviting, relaxed, and a community gathering point.</p> <p>As noted in the attached diagrams, their current plan is to leave the majority of the large canopy trees in places to preserve the park feel and shade in the park.</p>	
<p>Financial Impact: \$109,000 was budgeted out of the Parks Capital Expenditure line for this purchase which will account for \$108,886.52 and is within the current FY 2025 Budget.</p>	
<p>Recommendation: The Roosevelt Park Recreation and Parks Board has recommended the acceptance of the Gametime Play grant in the amount of \$83,518.48 and approve the attached design from Sinclair Recreation as presented and authorize City staff to complete all necessary paperwork.</p>	
Signature:	Title: City Manager



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Rendered in Custom Malibu Palette

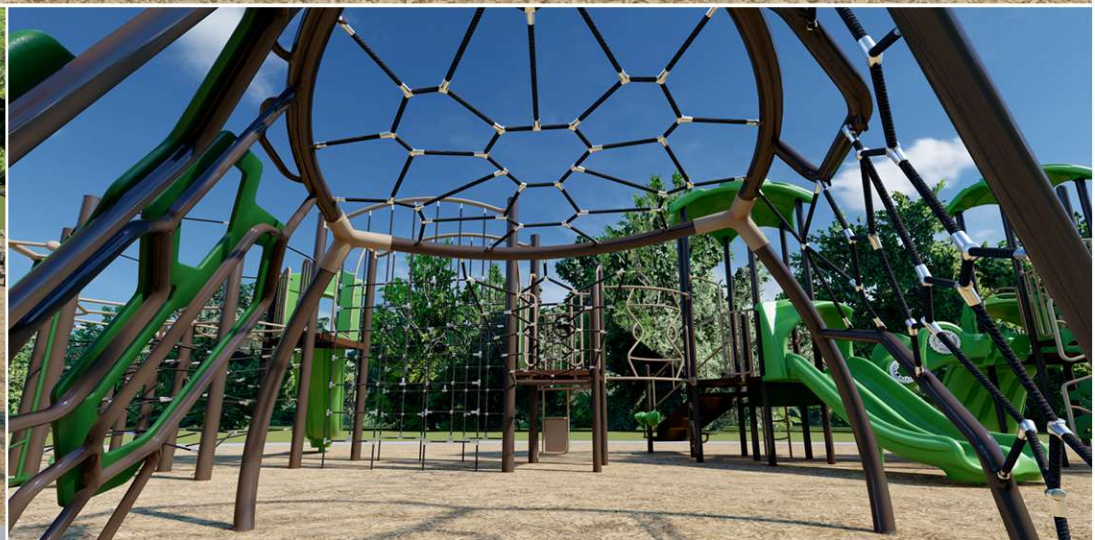
City of Roosevelt Park Davies Park Playground



Rendered in Custom Malibu Palette



Rendered in Custom Malibu Palette



City of Roosevelt Park Davies Park Playground



Rendered in Custom Malibu Palette



A PLAYCORE Company
www.gametime.com

City of Roosevelt Park Davies Park Playground



www.sinclair-rec.com



Rendered in Custom Malibu Palette

City of Roosevelt Park Davies Park Playground

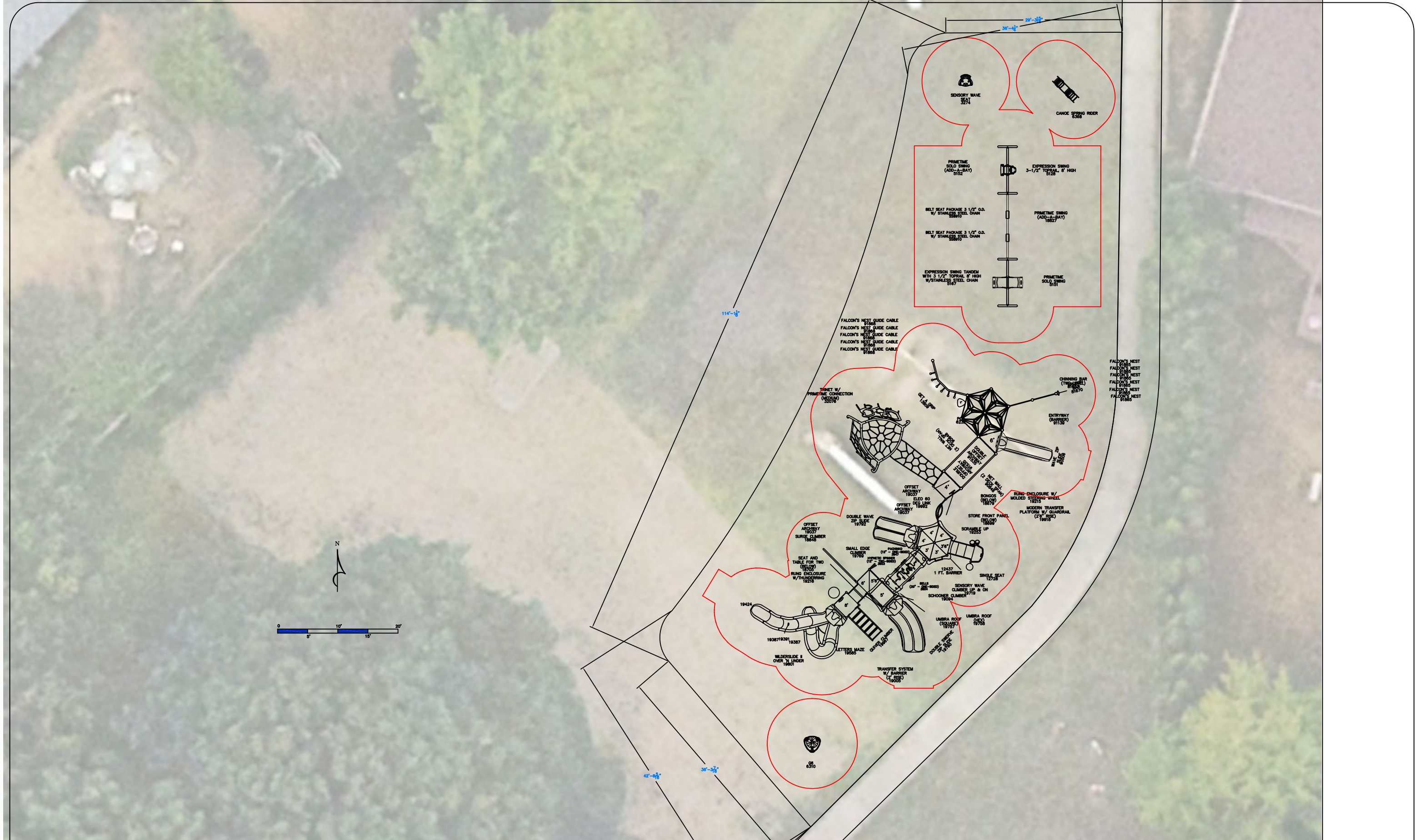


Rendered in Custom Malibu Palette

City of Roosevelt Park Davies Park Playground



Rendered in Custom Malibu Palette



150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com

City of Roosevelt Park
Davies Park - One
Muskegon, MI
Representative
Sinclair Recreation

This Unit includes play events and routes or travel specifically designed for special needs users. It is the opinion of the manufacturer that these play events and routes of travel conform to the accessibility requirements of the ADA (Americans with Disabilities Act)

Total Elevated Play Components	18	0	0
Total Elevated Play Components Accessible By Ramp	0	Required	0
Total Elevated Components Accessible By Transfer	12	Required	9
Total Accessible Ground Level Components Shown	12	Required	6
Total Different Types Of Ground Level Components	9	Required	3

This play equipment is recommended for children ages
5-12

Minimum Area Required:
Scale: Bar
This drawing can be scaled only when in an 24" x 36" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:
ALW
Date:
9/20/2024
Drawing Name:
Muskegon - Roosevelt Park - Dav



GameTime c/o Sinclair Recreation
 176 E Lakewood Blvd
 Holland, MI 49424
 Ph: 800-444-4954
 Fax: 616-392-8634

09/20/2024
 Quote #
 106783-01-01

2024 Playground Proposal - Davies Park - Grant Check with Order

City of Roosevelt Park
 Attn: Jared Olson
 900 Oak Ridge
 Roosevelt Park, MI 49441
 United States
 Phone: 231-755-3721
 jolson@rooseveltpark.org

Ship to Zip 49441

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - Custom Hybrid Unit for 5-12 year olds	\$162,486.00	\$162,486.00
		(1) 6232 -- Pod (1'-0")		
		(1) 3903 -- Hypentic Wheel 12" 2S		
		(1) 3904 -- Bells 20" 1S		
		(1) 3947 -- Pachinko 12" 1S		
		(2) 12023 -- 3 1/2" Uprt Ass'Y Alum 8'		
		(2) 12025 -- 3 1/2" Uprt Ass'Y Alum 10'		
		(1) 12027 -- 3 1/2" Uprt Ass'Y Alum 12'		
		(12) 12069 -- 3 1/2"Uprt Ass'Y Alum 14'		
		(1) 12437 -- 12" Barrier		
		(1) 12728 -- Single Seat P/T		
		(1) 13809 -- Get A Grip		
		(2) 18200 -- 36" Sq Punched Deck P/T 1.3125		
		(6) 18201 -- 36" Tri Punched Deck P/T		
		(1) 18679 -- Bongos		
		(1) 18699 -- Store Front Panel 36"		
		(1) 18705 -- Seat And Table For Two 36"		
		(1) 18848 -- Surge Climber 5'- 6'		
		(1) 19005 -- Transfer System W/Barrier (2' Rise)		
		(3) 19037 -- Offset Archway		
		(1) 19094 -- Schooner (2'-6" & 3')		
		(1) 19102 -- Stepped Deck (6" Rise)		
		(1) 19215 -- Rung Enclosure W/ Steering Wheel		
		(1) 19216 -- Rung Enclosure W/ Thunderring		
		(1) 19253 -- Scramble Up (3'6" & 4')		
		(2) 19387 -- Right Curve Section Wilderslide li		
		(1) 19391 -- Support Wilderslide li		
		(1) 19424 -- Long Exit (Use On 7' & 8' Slides)		
		(1) 19585 -- Letters Maze Above Deck		





GameTime c/o Sinclair Recreation
 176 E Lakewood Blvd
 Holland, MI 49424
 Ph: 800-444-4954
 Fax: 616-392-8634

09/20/2024
 Quote #
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2024 Playground Proposal - Davies Park - Grant Check with Order

Quantity	Part #	Description	Unit Price	Amount
		(1) 19719 -- PT S Wave Up & On LNK (5'-5'6)		
		(1) 19757 -- Umbra Square Roof		
		(1) 19758 -- Umbra Hex roof		
		(10) 19762 -- Umbra Roof Plug		
		(1) 19769 -- Edge Climber Small		
		(1) 19790 -- Dbl Swerve Zip 4'-6"/5'		
		(1) 19792 -- Double Zip slide 4'-0"		
		(1) 19801 -- Over 'N Under Wilderslide II		
		(1) 19900 -- Conversion Deck		
		(1) 19918 -- Modern Transfer w/Guard. 2'-6" Rise		
		(1) 19967 -- 8' Quiver Climber		
		(1) 19992 -- Eleo 60 Degree Link		
		(1) 32076 -- Trinet (Med) W/Pt Connection		
		(1) 80001 -- 49"Tri Punched Steel Deck		
		(1) 81657 -- 2-Level Chin Bar		
		(1) 81670 -- Crunch Bar		
		(1) 90268 -- 10' Upright, Alum		
		(1) 90506 -- 6' Single Wave Zip Slide		
		(2) 90848 -- 2 dk span Net Wall Link		
		(1) 91139 -- Entryway - Barrier		
		(2) 91535 -- Double Offset Archway		
		(6) 91865 -- Falcon's Nest		
		(5) 91868 -- Falcon's Nest Guide Cable		
		(4) G12069 -- 3 1/2"Uprt Ass'Y Galv 14'		
		(1) G90266 -- 8' Upright, Galv		
		(2) G90267 -- 9' Upright, Galv		
		(5) G90270 -- 12' Upright, Galv		
		(4) G90272 -- 14' Upright, Galv		
1	RDU	GameTime - Swings with Seats	\$9,566.00	\$9,566.00
		(1) 5128 -- Expression Swing 3 1/2" X 8'		
		(1) 5151 -- Pt Solo Swing Frame 3 1/2" X 8'		
		(1) 5152 -- Pt Solo Add-A-Bay 3 1/2" X 8'		
		(1) 5167 -- Expression Swing Tandem		
		(1) 18827 -- Primetime Swing Add A Bay 3 1/2" X 8'		





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2024 Playground Proposal - Davies Park - Grant Check with Order

Quantity	Part #	Description	Unit Price	Amount
		(2) SS8910 -- Belt Seat 3 1/2" /8' W/Clevis		
1	6368	GameTime - Canoe Two-Person Spring Rider	\$3,353.00	\$3,353.00
1	3274	GameTime - Sensory Wave Seat	\$2,661.00	\$2,661.00
1	6310	GameTime - G6	\$3,039.00	\$3,039.00
1	SUPERVISION	Installation - Supervised installation of volunteers with a group of volunteers provided by owner- Does not include the cost of concrete or heavy machinery. Machine will be required by owner to install net wall/climber and roof.	\$9,500.00	\$9,500.00
Contract: OMNIA #2017001134			Sub Total	\$190,605.00
			Grant	(\$83,518.48)
			Freight	\$1,800.00
			Total	\$108,886.52

Comments

Matching Grant Funds are available until October 25th, 2024 at 12PM EST **or** until Grant funds are no longer available. Approved grant application is required. To receive full grant funding, a check of \$99,386.52 **must be received at the time of order.**

This quotation is subject to policies in the current GameTime Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases to be supported by your written purchase order made out to GAMETIME C/O SINCLAIR RECREATION. **A 2.5% PROCESSING FEE WILL BE ADDED TO ALL ORDERS PAID VIA CREDIT CARD.**

Pricing: f.o.b. factory, firm for 30 days from date of quotation unless otherwise noted on quotation. Sales tax will be added at time of invoicing unless a tax exemption certificate is provided at time of order entry.

Shipment: Order shall ship within 6-8 weeks after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.

NOTE: To qualify for the GameTime Grant, you must complete the application form for pre-approval. Upon approval, a Partial Matching Grant (reflected in the pricing shown above) is good toward the purchase of a new Powerscape, PrimeTime, XScape or Ionix Structure only. The order **MUST** be received no later than October 18th, with full payment to allow for processing, and your order will ship within 6-10 weeks from date of order placement. The Grant does not apply toward Freight, Freestanding Items, Surfacing or Installation. To qualify for the matching grant amount shown above, a check for the **full** amount **MUST** accompany your order.





GameTime c/o Sinclair Recreation
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 Ph: 800-444-4954
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09/20/2024
 Quote #
 106783-01-01

2024 Playground Proposal - Davies Park - Grant Check with Order

Installation: Shall be by a Certified GameTime Installer. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs. Payment terms for installation is Net 10 Days.

NOTE: PRICING DOES NOT INCLUDE ANY DAVIS BACON OR PREVAILING WAGE RATES UNLESS SPECIFICALLY IDENTIFIED ABOVE IN QUOTE. THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS, UNLESS SPECIFICALLY LISTED IN ABOVE QUOTE.

Exclusions: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders, drainage provisions, or any local/municipal permits or paperwork that may be required.

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Please make P.O.s out to GameTime C/O Sinclair Recreation

Title: _____

Date: _____

Facsimile: _____

Phone: _____

Email: _____

Purchase Amount: \$108,886.52

REQUIRED ORDER INFORMATION:

Bill To: _____

Ship To: _____

Contact: _____

Contact: _____

Address: _____

Address: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Tel: _____

Tel: _____

(For Accounts Payable)

(To call before delivery)

Email: _____

Email: _____

COLOR SELECTIONS: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)

NOTE: IF INSTALLATION IS BEING QUOTED, THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS. PRICING VALID FOR 30 DAYS FROM THE DATE OF QUOTATION UNLESS OTHERWISE NOTED. ANY MODIFICATIONS TO AN ACCEPTED QUOTATION MUST BE DOCUMENTED IN WRITING OR WITH A NEW OR SEPARATE QUOTE. VERBAL MODIFICATIONS TO PREVIOUSLY SIGNED QUOTES WILL NOT BE ACCEPTED.





**CITY OF ROOSEVELT PARK
CITY COUNCIL MEETING
October 21, 2024**

BS&A Systems Payment Processing-Contract Amendment	Date: October 21,2024
<p>As staff continues to review current operations and future options to help reduce cost and maximize efficiency for both our operations and residents, moving from the current credit card and online payment system (Point and Pay) to the newly released BS&A system appears will do just that. Attached is a brief memo from the City Treasurer regarding the changes, reduced costs to our residents, and increased operational efficiencies the switch offers.</p>	
<p>Financial Impact: As outline in the attached memo.</p>	
<p>Recommendation: Staff recommends the approval of the attached BS&A systems addendum and to authorize staff to move forward with the changeover in payment processors.</p>	
Signature:	Title: City Manager

City of Roosevelt Park

To: Jared Olson, City Manager
From: Kate Dibble, City Treasurer
Date: 10/15/2024
Subject: Credit Card Payment Processing

BS&A has developed their own integrated [payment processing module](#). This product was rolled out and tested by beta users and is now available for all BS&A users. Currently, the City uses a separate third party, Point & Pay, as the credit card processor who works in conjunction with BS&A. Moving to BS&A Payments would streamline the acceptance of credit card/electronic check payments made online. It would eliminate the need to manually import the daily batch of credit card payments processed online. Payments would be reflected on residents' accounts in real time. This would eliminate residents making duplicate payments when they do not see their payment reflected immediately and question whether it processed correctly. Similar to our current vendor, the processing fees are paid directly by the payor. Point & Pay fees are 3% or \$2.00 minimum for all credit card payments and a flat \$3.00 fee for all electronic check payments, compared to the BS&A fees outlined in the attached addendum of 2.8% + \$0.50 transaction fee for tax payments and 2.95% + \$0.50 transaction fee for utility or misc. payments and a flat fee structure for electronic check/ACH payments of \$3 for payments up to \$1000, \$6 for payment between \$1001 - \$5000 and \$12 for payments over \$5000. This does not impact the free ACH autopay option for those residents who have enrolled with the City. Overall, the fees for this payment option will be fairly similar to residents but will provide them with real time payments. We will also receive an updated BS&A online payment website design which is more user friendly. One requirement of changing to this payment processing platform is the one-time purchase of a payment terminal/card reader of \$350. This card reader allows for chip reading and touchless payments, whereas our current reader is swipe only. It is my recommendation that we move to the BS&A Payments platform as soon as we are able to make the transition from Point & Pay during a time period of low payment transactions, i.e. between tax seasons and water billing cycles to minimize the impact to our residents.

Thank you,

Kate Dibble, MiCPT
City Treasurer

Integrated Payments Addendum

This Addendum (“**Addendum**”) supplements the Customer Agreement entered into by and between BS&A Software, LLC (“**BS&A**”) and the City of Roosevelt Park (“**Customer**”) together with the BS&A Customer Terms and Conditions (collectively, the “**Agreement**”), effective on the date of the Customer signature.

Payment processing services accessible through an integration with BS&A’s platform are provided by BS&A’s designated payment processor, as BS&A may designate from time to time (“**Processor**”). As of the effective date of this Addendum, the Processor is Stripe, Inc. (“**Stripe**”). This Addendum will apply if Customer sets up an account with the Processor (with Stripe as processor, such account is referred to herein as the “**Stripe Connected Account**”), to receive payment processing services from Processor (“**Payment Processing Services**”) through such integration. Capitalized terms used but not defined here will have the meanings given to them in the Agreement or in the Stripe Agreements (defined below).

1. Payment Processing Services

1.1 Processor Agreements. As of the effective date of this Addendum, use of the Payment Processing Services is subject to the Stripe Connected Account Agreement, the Stripe Privacy Policy, and other terms and conditions of Stripe, as each may be updated or modified by Stripe from time to time (collectively, the “**Stripe Agreements**”). Customer may not use any Payment Processing Services until Customer agrees to the Stripe Agreements, and by agreeing to this Addendum, Customer expressly (a) accepts and agrees to the Stripe Agreements, and (b) authorizes BS&A to capture Customer’s electronic or digital acceptance of the Stripe Agreement and provide proof of such acceptance to Stripe as may be requested by Stripe. Customer understands that the Stripe Agreements are solely between Customer and Stripe, and the Payment Processing Services are provided solely by Stripe. BS&A is not a party to the Stripe Agreements, has no control over the Payment Processing Services and the Stripe Agreements, and will have no liability under the Stripe Agreements or in any way relating to the Payment Processing Services. Customer is responsible for checking for applicable updates to the Stripe Agreements from time to time, and any use by Customer of the Payment Processing Services following a change to the Stripe Agreements shall constitute acceptance of such change.

1.2 Customer Information and onboarding. Customer will follow the onboarding procedures and policies provided by BS&A and Stripe (as may be amended from time to time), and Customer will provide all requested information. All information provided by Customer to BS&A must be truthful and accurate. Customer acknowledges that Processor has the ultimate decision whether to approve Customer for the Payment Processing Services.

1.3 Transaction Processing and Settlement. Transactions are processed by Processor, not BS&A. Stripe (or its partner banks) will settle Transaction proceeds to Customer’s designated bank account in accordance with the Stripe Agreements. Customer acknowledges and agrees that its processed transactions may be deposited into to a pooled account held for the benefit of Customer and other customers of BS&A held at any financial institution so that such funds may be combined and aggregated with other funds that are ultimately settled to Customer by such financial institution. Customer understands and agrees that BS&A does not process, receive, or hold Customer funds at any time and that BS&A is not a bank, money transmitter, or other money services business (as such terms are defined by the Bank Secrecy Act or any state law). To the extent BS&A is deemed to hold or receive funds (constructively or otherwise) of any customer of Customer at any point in time, Customer hereby irrevocably appoints BS&A as its non-fiduciary agent for the limited purpose of collecting, receiving, holding, and settling funds from Customer’s customer (the cardholder) on Customer’s behalf. In such

event, such funds shall be deemed received by Customer upon receipt by BS&A and shall satisfy the cardholder's obligation to Customer in connection with the transaction for the goods or services sold by Customer. If BS&A fails to remit such funds to Customer, Customer's sole recourse for such event is solely against BS&A and not against the cardholder or the cardholder's financial source.

1.4 Data Usage and Sharing. Customer authorizes BS&A to (a) access and receive data relating to Customer's Stripe Connected Account (as such term is defined in the Stripe Agreements), including transaction and usage data and other data about the Stripe Connected Account; (b) share data regarding the Stripe Connected Account, related activity and other Customer data with Stripe in connection with the Payment Processing Services; and (c) issue instructions to Stripe regarding Transactions and funds processed by Stripe. Customer agrees to complete and submit any additional authorization forms or other such documentation as requested by BS&A or Stripe.

2. Payment Terms

2.1 Fees. The fees for the Payment Processing Services will be as set forth in Schedule A of this Addendum and will be automatically debited by BS&A via ACH from the depository account designated by Customer that is on file with BS&A ("**Customer Account**"). Customer hereby authorizes BS&A, Processor, their financial institutions and any of their assignees to collect amounts owed under this Addendum (including, but not limited to, the fees for the Payment Processing Services set forth on Schedule A and any liabilities arising under this Addendum) by debiting funds from the Customer Account ("**ACH Debit Authorization**"). All payments are non-refundable. If Customer fails to make any payment when due (or any ACH Debit of the Customer Account is returned or rejected for any reason), late charges will accrue as permitted pursuant to Section 7.1 of the Agreement. For clarity, any fees or payment terms that may be posted on Stripe's website for Stripe's direct customers are not applicable. All fees are exclusive of any applicable taxes, unless otherwise provided. Customer agrees that all ACH transactions authorized pursuant to this authorization comply with all applicable laws and with the Network Rules (including the Nacha Operating Rules). Notwithstanding anything to the contrary in the Agreement, fees for the Payment Processing Services can be amended upon thirty days notice to Customer.

2.2 Disputes. If Customer believes that there is an error in any statement provided by BS&A or any information reported by BS&A regarding a Transaction, or any error made in the amount of a payment or settlement, Customer must notify BS&A within thirty (30) days of Customer's receipt of the statement or payment containing the error or it will waive such claim.

2.3 Tax Reporting. BS&A may send documents to Customer and the Internal Revenue Service (IRS) or other tax authority for Transactions processed using the Payment Processing Services. BS&A may have tax reporting responsibilities in connection with the Payment Processing Services such as an Internal Revenue Service report on Form 1099-K (which reports Customer's gross transaction amounts each calendar year to the IRS), or state or other taxing authority requirements. Customer acknowledges that BS&A or Stripe (as determined in their sole discretion) will report the total amount of transactions received by Customer in connection with the Payment Processing Services each calendar year as required by the taxing authorities. Customer will cooperate with BS&A and Stripe in providing accurate and complete tax reporting information, including any other information that may be required by the taxing authorities to fulfil tax reporting described herein. Customer represents and warrants that all information that it submits for tax reporting purposes is complete and accurate to the best of its knowledge, and that BS&A and Stripe may rely on all such information submitted by Customer. Customer agrees that neither Stripe nor BS&A will be liable for any penalty or other damages stemming from any 1099-K form that is issued incorrectly if it comports with the information provided by

Customer, and neither Stripe nor BS&A will have any obligation to verify the legal name or tax ID number for reporting purposes. Customer understands and agrees that BS&A and Stripe may submit tax reporting information exactly as provided by Customer. Notwithstanding the foregoing, BS&A or Stripe may in their sole discretion investigate or validate any tax reporting information or other information submitted by Customer.

2.4 Electronic Delivery of Tax Documents. In connection with the tax reporting activities described above, Customer may elect to receive electronic delivery of the referenced tax-related documents from BS&A or Stripe, including through BS&A's platform or another online portal whereby Customer can access and download the applicable statements. If Customer elects to receive tax documents electronically, it will provide such consent by clicking an "I Accept" or similar button or checking a box captioned with acceptance and consent language ("**Tax E-Delivery Consent**"). The Tax E-Delivery Consent will remain in effect until withdrawn by Customer. The Tax E-Delivery Consent may be printed or downloaded. If Customer does not specifically consent to the electronic delivery of tax-related documents, Customer will receive paper copies of all required tax-related documents, including Form 1099-K. BS&A or Stripe will notify Customer once the applicable tax forms become available via the email address BS&A has on file for Customer.

3. Compliance

3.1 Laws and Rules. Customer agrees to comply at all times with all applicable laws and regulations as well as the rules and regulations of all applicable payment networks ("**Network Rules**"), including industry standards such as the Payment Card Industry Data Security Standards ("**PCI-DSS**"). Additional data protection standards and policies which Customer must comply with are set forth in the Stripe Agreements. Furthermore, Customer acknowledges and agrees that it is fully responsible for all acts and omissions of its employees, contractors, and agents and will ensure their compliance with all laws and Network Rules as well as Customer's other obligations under this Addendum and the Stripe Agreements.

3.2 Customer's Business. Customer understands that any transactions involving Customer's goods or services which are processed through the Payment Processing Services pursuant to this Addendum ("**Transactions**") are between Customer and its customer (the cardholder), and any issues relating to a Transaction are solely between Customer and the cardholder. Customer is solely responsible for all liabilities associated with Customer's payment processing activity and use of the Payment Processing Services, including without limitation with respect to chargebacks, refunds, identity theft, fraud and any assessments or fees imposed by Stripe, a sponsor bank, the card networks or any third party. Customer is responsible for determining what, if any, taxes apply to the goods and services Customer provides to its cardholders and the payments Customer makes or receives, and it is Customer's responsibility to collect, report and remit the correct tax to the appropriate tax authority. Customer will comply with any and all applicable tax laws, including those in connection with Transactions.

3.3 Prohibited Activities. Customer will not use the Stripe Connected Account for any activity prohibited by Stripe, including but not limited to those activities listed in the section of Stripe Services Agreement titled "Services Restrictions" or those activities listed in the [Stripe Restricted Businesses List](#). Customer shall not use the Payment Processing Services to conduct a Restricted Business or transact with a Restricted Business. Customer may not use the Payment Processing Services in breach of the Connected Account Agreement or for any activity that applicable law or the Stripe Agreements prohibit.

3.4 Fraud Monitoring. BS&A and Stripe may monitor Transactions for the purpose of determining fraudulent activity and whether Customer is in good standing. Such monitoring if conducted, will be for the benefit of BS&A and/or Stripe only. BS&A does not have any obligation to monitor Transactions on

Customer's behalf. Based on BS&A's methods, which are subject to change without notice, BS&A may decide to suspend Customer's access to the Payment Processing Services, or in other ways limit Customer's privileges to the extent BS&A deems necessary or useful to prevent fraud or losses. Without limiting the foregoing, BS&A may delay, in its sole discretion, or at the direction of Stripe sending instructions on Customer's behalf if BS&A reasonably believes that Customer's instructions may involve fraud or misconduct, or violate applicable law, rule, regulation, order, this Addendum, or other applicable BS&A or Stripe policies, as determined by BS&A or Stripe in their sole and absolute discretion.

3.5 Cardholder Fee Programs. If Customer elects to impose a fee on cardholders with respect to Transactions (including a surcharge for credit cards, a convenience fee, service fee or other similar type of fee) or implement a discount based on the type of payment method used for a Transaction (including cash, check, or ACH) (collectively, "**Cardholder Fee Program**"), Customer must first seek approval from BS&A. Customer is solely responsible for its compliance with all applicable Network Rules and all present and future federal and state laws and regulations relating to any such Cardholder Fee Program and any required consumer disclosures related thereto. Although BS&A may, in its discretion, assist Customer with disclosures and practices relating to such Cardholder Fee Programs, BS&A's provision or approval of any materials or practices shall not be deemed a confirmation that such materials or practices comply with the Network Rules or applicable law and shall not in any way relieve Customer from its responsibility to ensure that all program materials and practices comply with the Network Rules and applicable law. Customer must provide BS&A with at least at thirty (30) days prior written notice before implementing (or announcing publicly that it intends to implement) any Cardholder Fee Program that would be considered a surcharge program under the Network Rules.

4. Chargebacks

4.1 Chargebacks. If BS&A determines in its sole discretion that Customer is incurring excessive chargebacks, BS&A may establish controls or conditions governing Customer's use of the Payment Processing Services, including without limitation, by (a) establishing new fees, (b) instructing Stripe to require a reserve, (c) instruct Stripe to delay payouts, and/or (d) terminating this Addendum and access to the Payment Processing Services. Notwithstanding anything to the contrary herein, for any Transaction that results in a chargeback, BS&A may direct the withholding of the chargeback amount and any associated fees. Customer authorizes BS&A to deduct or debit the amount of any chargeback and any associated fees, fines, or penalties assessed by a third party, from Customer's Account or offset from any amounts otherwise due to Customer. Further, if BS&A reasonably believes that a chargeback is likely with respect to any Transaction, BS&A may instruct Stripe to withhold the amount of the potential chargeback from payments otherwise due to Customer until such time that: (a) a chargeback is assessed, in which case BS&A will retain the funds; (b) the period of time under applicable law or Rule by which the cardholder may dispute the Transaction has expired; or (c) BS&A determines that a chargeback on the Transaction will not occur, in which case BS&A will instruct the release of the withheld funds to Customer. If BS&A is unable to recover funds related to a chargeback for which Customer is liable, BS&A may set off or debit Customer's Account for the full amount of the applicable chargeback, or, if BS&A is unable to do so, Customer shall pay BS&A the amount of such chargeback and any associated fees, fines or penalties immediately upon demand. Customer will pay all costs and expenses, including without limitation attorneys' fees, other legal expenses, and handling fees incurred by or on behalf of BS&A in connection with the collection of all chargebacks. This section will survive termination of this Addendum. Additional chargeback terms and requirements are set forth in the Stripe Agreements.

4.2 Investigations. BS&A is not obligated to intervene in any dispute arising between Customer and cardholders. Notwithstanding anything to the contrary herein, if BS&A needs to conduct an investigation or resolve any pending dispute related to chargebacks or Transactions, Customer will assist BS&A when requested, at Customer's expense, to investigate such Transactions. Customer will timely submit all applicable information, documentation, or evidence related to such chargeback to BS&A, within the timeframe instructed by BS&A, necessary for BS&A to meet card network timelines for submitting evidence and responding to a chargeback. Customer authorizes BS&A to share information about a chargeback with the cardholder, the cardholder's financial institution and Customer's financial institution in order to investigate or mediate a chargeback. BS&A will request necessary information from Customer to contest the chargeback. If a chargeback dispute is not resolved in Customer's favor by the card network or issuing bank or Customer chooses not to contest the chargeback, BS&A may recover the chargeback amount and any associated fees. Customer acknowledges that its failure to assist BS&A in a timely manner when investigating a Transaction, including providing necessary documentation within the time period specified in BS&A's request, may result in an irreversible chargeback. BS&A will charge a fee as set forth in the applicable price schedule for mediating or investigating chargeback disputes, in addition to any other chargeback fees set forth in this Addendum or the Agreement, if applicable. BS&A reserves the right to change such fee at any time. If BS&A reasonably suspects that the Customer's access to the BS&A platform or Payment Processing Services has been used for an unauthorized, illegal, or criminal purpose, Customer gives BS&A express authorization to (but understands that BS&A is not obligated to) share information about Customer and any Transactions with law enforcement.

5. Liability

5.1 Indemnification.

- 5.1.1** In addition to the indemnification obligations under the Agreement, Customer will indemnify and hold harmless BS&A and its officers, affiliates, and representatives from and against any and all losses, damages, claims, assessments, chargebacks, fees, and other amounts incurred arising out of or in any way related to: (a) Customer's breach of any of its representations, warranties or covenants in this Addendum; (b) the Stripe Agreements or Customer's use of the Payment Processing Services, including all activity on Customer's Stripe account; (c) Customer's violation or non-compliance with any applicable law, rule, regulation, order, or Network Rules (including non-compliance of PCI-DSS); (d) all Merchant Losses (as defined in the Stripe Agreements); (e) Customer's implementation of a Cardholder Fee Program; and (f) Customer's gross negligence or willful misconduct.
- 5.1.2** In addition to the indemnification obligations under the Agreement, BS&A will indemnify and hold harmless Customer and its officers, affiliates, and representatives from and against any and all losses, damages, claims, and other amounts incurred resulting from third party claims to the extent directly and solely arising out of: (a) BS&A's breach of any of its representations, warranties or covenants in this Addendum; (b) BS&A's violation or non-compliance with any applicable law, rule, regulation, or order; and (c) BS&A's gross negligence or willful misconduct.

5.2 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BS&A, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, OR AGENTS, BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT BS&A IS ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES. EXCEPT FOR BS&A'S INDEMNITY OBLIGATIONS SET FORTH IN SECTION 5.1.2, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL BS&A'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS ADDENDUM EXCEED IN THE AGGREGATE THE TOTAL FEES CUSTOMER PAID TO BS&A UNDER THIS ADDENDUM IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT. BS&A'S LIABILITY IN CONNECTION WITH ITS INDEMNITY OBLIGATIONS SET FORTH IN SECTION 5.1.2, SHALL NOT EXCEED IN THE AGGREGATE THE TOTAL FEES CUSTOMER PAID TO BS&A UNDER THIS ADDENDUM IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. FOR THE AVOIDANCE OF DOUBT, CUSTOMER AGREES AND ACKNOWLEDGES THAT ANY ASSESSMENT, FINE, PENALTY, FEE, OR OTHERWISE IMPOSED BY STRIPE, A BANK, A CARD NETWORK OR A GOVERNMENT AGENCY OR REGULATOR WILL BE DEEMED TO BE A DIRECT DAMAGE AND NOT INDIRECT, CONSEQUENTIAL, OR INCIDENTAL.

5.3 Force Majeure. BS&A is not responsible for any delay or failure in performing its obligations under this Addendum, in whole or in part, for any cause or circumstance outside its reasonable control, including, without limitation: fires, floods, storms, earthquakes, civil disturbances, disruption of telecommunications, pandemics, transportation, utilities, services or supplies, governmental action, computer viruses, corruption of data, failures of Processor or other third party provider, DDoS or other computer attacks, incompatible or defective equipment, software, or services, or otherwise.

6. Term and Termination

6.1 Term. This Addendum will be effective on the date that BS&A approves Customer for the Payment Processing Services and will continue for one (1) year ("**Initial Term**") unless earlier terminated in accordance with this section. This Addendum will automatically renew for consecutive one (1)-year renewal terms (each a "**Renewal Term**" and together with the Initial Term, the "**Term**") unless either party gives the other party written notice of non-renewal no less than sixty (60) days before the end of the then-current Term.

6.2 Termination. This Addendum will automatically terminate upon termination of the Agreement.

6.3 Termination by BS&A. In addition to the termination rights set forth under the Agreement, BS&A will have the right to terminate this Addendum immediately, with or without notice, for: (a) Customer breaches any provision of this Addendum or any Stripe Agreements; (b) Customer or its employees and agents use the Payment Processing Services in a manner inconsistent with the intended purpose; (c) Customer or its employees and agents violate any applicable laws or Network Rules; or (d) BS&A is required to terminate this Addendum by Stripe, government agency, payment network, or other regulator. BS&A will not be liable to Customer or other third party for termination of the Payment Processing Services for any reason. Upon the termination of the Stripe Agreements or the Customer's Stripe Connected Account for any reason, this Addendum will automatically terminate.

6.4 Effect of Termination. The termination of this Addendum will not affect any of BS&A's rights or Customer's obligations arising under this Addendum. After termination of this Addendum and/or Customer's Stripe account, Customer shall continue to be liable for all chargebacks, refunds, fees, card network liabilities, credits, and adjustments resulting from or relating to Transactions processed pursuant to this Addendum. The termination of Customer's access to Payment Processing Services will be effective immediately. Customer authorizes BS&A to notify Stripe of any termination of this Addendum; however, Customer is responsible to manually close its Stripe Connected Account separately in accordance with Stripe procedures.

7. General

7.1 Precedence. Any inconsistency, conflict, or ambiguity between these Addendum and the Agreement will be resolved by giving precedence and effect to this Addendum, but only to the extent of the inconsistency, conflict, or ambiguity. Other than as expressly amended by this Addendum, all other provisions of the Agreement will remain in full force and effect.

7.2 Amendments. Except as set forth below in this section, this Addendum may only be amended with the written consent of both parties. Notwithstanding the foregoing, BS&A reserves the right to amend this Addendum without the consent of Customer if such amendment is required to comply with applicable laws, Network Rules or the directives of the Processor or any payment network. BS&A will use reasonable efforts to give Customer thirty (30) days’ prior notice of any such amendment. Additionally, during the Term and upon at least 30 days’ prior written notice, BS&A may amend this Addendum to pass through increases in third party costs and fees, including but not limited to fees and assessments charged by Stripe, payment networks, or BS&A’s vendors and service providers. BS&A may amend this Agreement other than as indicated herein, including applicable fees and rates, no less than ninety (90) days before the end of the then-current Term.

7.3 Dispute Resolution. The dispute resolution provisions of the Agreement, including the choice of law and venue will apply to any and all disputes or claims arising under this Addendum.

7.4 Counterparts. This Addendum may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronic signature shall be accepted as an original for all purposes. This Addendum may be executed and delivered by electronic means (including click-to-accept) and the parties agree that such electronic execution and delivery will have the same force and effect as delivery of an original document with original signatures, and that each party may use such electronic signatures as evidence of the execution and delivery of this Addendum to the same extent that an original signature could be used.

Signature: _____

Name:

Title:

Date:

Tax E-Delivery Consent

Please read this information carefully and print or download a copy for your files.

Consent to Electronic Delivery of Tax-Related Documents

By executing the Addendum or otherwise accepting this Tax E-Delivery Consent (“**Consent**”), you acknowledge that you have read and understand the terms of this Consent, and you affirmatively elect and consent to receive tax-related documents in connection with the Payment Processing Services (“**Tax Documents**”), including but not limited to IRS Form 1099-K, via electronic delivery.

This Tax E-Delivery Consent (“**Consent**”) is effective until withdrawn in the manner described below. You understand you will **NOT** receive hard (paper) copies of Tax Documents unless and until such withdrawal.

This is your copy of the Consent. Please print, download, and save a copy of this Consent for your records.

Electronic Delivery

You agree that BS&A may deliver Tax Documents to you in any of the following ways:

- (a) via email at the email address BS&A has on file for you; and/or
- (b) via an online interface which allows you to view and download the Tax Documents. For example, such interface may be provided through your account or profile on the BS&A services, if applicable. If Tax Documents are provided via the BS&A services or other online interface, BS&A (or its processor or service provider, as applicable) will notify you via email once each Tax Document becomes available.

Additional or Substitute Paper Copies

In addition to obtaining electronic copies, you may also request paper copies of your Tax Documents by contacting BS&A at the contact information provided below. Note that requesting a paper copy of Tax Documents will be considered a one-time request and will not be considered a withdrawal of this Consent. You must formally withdraw this Consent in the manner described below to begin regularly receiving paper copies of Tax Documents on a going-forward basis.

For information that is required by law to be sent to you, including Form 1099-K and other Tax Documents, as applicable, if BS&A receives notice that an email is undeliverable due to an incorrect or inoperable email address, or if BS&A is otherwise unable to deliver your Tax Documents via electronic means, BS&A will attempt to send such information via U.S. Postal Service to the mailing address BS&A has on file for you.

Notification of Change of Tax Information or Email

You must notify BS&A promptly if your email address used to receive Tax Documents, notifications, or other account information changes. You must also notify BS&A promptly of any relevant change in your information as it appears on your Form W-9, including your name, address, or taxpayer identification number. BS&A must have such information exactly as it appears on your Form W-9 in order to properly fill out and issue your Form 1099-K.

By agreeing to this Consent, you agree to notify BS&A promptly of any such change, by contacting BS&A by mail or email at the contact information provided below

Withdrawal or Termination this Consent

You may withdraw this Consent at any time by providing written notice of withdrawal to BS&A by mail or email at the contact information provided below. In each case, you must state that you are withdrawing consent to paperless delivery of tax-related documents, and you must provide your name and taxpayer identification number exactly as they appear on your IRS Form W-9.

You understand that withdrawal of this Consent is prospective only; withdrawal ensures that future Tax Documents will be delivered to you in paper, but does not apply to any Tax Document that has already been furnished to you electronically. BS&A may take up to 10 business days after receipt of your withdrawal to process your request.

In addition, BS&A reserves the right to terminate this Consent and stop electronic delivery of Tax Documents at any time by giving notice to you. If BS&A does so, BS&A will send future Tax Documents as paper copies, via mail.

System Requirements

To access Tax Documents electronically, you need a computer system or mobile device that, at minimum, has the following features and capabilities:

- internet access;
- browser software (at least 128-bit encryption, JavaScript enabled);
- application that can read and display PDF files;
- sufficient hardware necessary to support the above features, including sufficient storage to download and retails files to keep a copy for your records; and
- printer (if you want to print a hard copy).

By agreeing to this Consent you certify that your computer system or mobile device meets these hardware and software requirements.

Contact BS&A

You may contact BS&A by mail or email to update your Form W-9 information or to withdraw this Consent at:

BS&A Software, LLC

- 14965 Abbey Ln, Bath Twp, MI 48808
- payments@bsasoftware.com

Signature: _____

Name:

Title:

Date:

Schedule A – Payment Processing Services & Fees

Service	Fee
Payment Processing Implementation	\$0
Monthly Account Fee	\$0
Gateway	\$0
PCI DSS	\$0
Tokenization	\$0
Chargeback / Dispute Management	\$0
Real-Time ACH Validation	\$0
Real-Time Transaction Fraud & Risk Monitoring	\$0
Text – to – Pay	\$0
IVR	\$0

Credit Card – Visa, Mastercard, Discover, American Express – Pass-Through to Payor		
Online, Text, IVR, Counter	Percentage	Per Transaction
Utility Billing	2.95%	\$0.50
Tax	2.80%	\$0.50
Misc.	2.95%	\$0.50

Credit Card – Visa, Mastercard, Discover, American Express – Absorbed by Municipality		
Online, Text, IVR, Counter	Percentage	Per Transaction
Utility Billing	2.8%	\$0.50
Tax	2.8%	\$0.50
Misc.	2.8%	\$0.50

ACH – Pass-Through to Payor	
Transaction Amount	Fee per Transaction
\$0 - \$1,000	\$3.00
\$1,001 - \$5,000	\$6.00
\$5,001 +	\$12.00

ACH – Absorbed by Municipality	
Transaction Amount	Fee per Transaction
\$0 - \$1,000	\$1.50
\$1,001 - \$5,000	\$3.00
\$5,001 +	\$6.00

Device	Price	No. of Devices	Total
S700 Terminal	\$350 each (Includes Tax & Shipping)	<input type="text"/>	\$ <input type="text"/>

Payment Type	Accept Payments using this method		
Online with BS&A Online			
Text-to-Pay			
IVR Phone Payments			
Counter with Cash Receipting			

Fee Type	Pass Through to Payor		Absorbed by Municipality	
Credit Card Fees - Online				
Credit Card Fees - Text				
Credit Card Fees - IVR				
Credit Card Fees - Counter				
ACH Fees - Online				
ACH Fees - Text				
ACH Fees - IVR				
ACH Fees - Counter				



CITY OF ROOSEVELT PARK CITY COUNCIL MEETING October 21, 2024

Transit Authority-Formal Appointment of Board Member	Date: October 21, 2024
<p>As stated within the attached letter from the County of Muskegon and the forementioned Transit Articles of Incorporation, a formal motion is needed to appoint a director and alternate to the board if the Articles of Incorporation are approved.</p> <p>As outlined, the Chief Administrative Officer of the municipality was called out as the intended director with a secondary member being in also in administration. The only change however does include that an elected official MAY be appointed if the governing body does not have or want their administrators involved.</p> <p>The City Managers of all four current cities have comprised the work group since 2018 with only townships sending the chief elected officer. The formal language is outlined below.</p> <p style="padding-left: 40px;">“Section 2. Composition. The Board shall consist of four (4) voting Directors. The legislative body of each Member shall appoint one (1) Director, that being a Council member, the chief executive, or another upper-level administrative official of the Member. The legislative body of each Member may also appoint one (1) alternate Director, who shall also be a Council member, chief executive, or an administrative official, who may attend meetings and otherwise act on behalf of the Director appointed by that Member.”</p>	
Financial Impact: None	
Recommendation: If Articles of Incorporation are adopted in agenda item 7a, a formal board member and alternate needs to be appointed.	
Signature:	Title: City Manager



**CITY OF ROOSEVELT PARK
CITY COUNCIL MEETING
October 21, 2024**

Item: Resolution of Appreciation- Councilmember Fawn Cruz	Date: October 21, 2024
The council is being asked to present a resolution of appreciation for outgoing City Councilmember Fawn Cruz in recognition of her service to the Roosevelt Park residents and community.	
Financial Impact: None	
Recommendation: Present the resolution of appreciation to Councilmember Fawn Cruz for her long-term commitment and volunteerism to the residents and community of the City of Roosevelt Park.	
Signature:	Title: City Manager



City of Roosevelt Park

A Proud Community

Resolution 2024-09

Resolution of Appreciation

WHEREAS, while serving as an elected official of your local community is a praiseworthy endeavor that requires countless hours of commitment and fortitude to effectively deal with the local issues, and

WHEREAS, Council member Cruz has served his community as a member of City Council for the City of Roosevelt Park, and

WHEREAS, Council Member Cruz's altruistic inclinations for her beloved community of Roosevelt Park did not end at her seat in the City Hall Council Chambers but extended far into the greater Muskegon Community with numerous civic-minded efforts to the benefit of the entire community, and

NOW, THEREFORE BE IT RESOLVED that the Roosevelt Park City Council recognizes the exceptional public service of this committed resident and that all citizens of Roosevelt Park are encouraged to bestow perpetual kindness, gratitude, and appreciation upon Roosevelt Park City Councilmember Fawn Cruz in return for her service to the residents of the City of Roosevelt Park.

Aaron Langlois, Mayor
City of Roosevelt Park

Ann Wisniewski, City Clerk
City of Roosevelt Park



**CITY OF ROOSEVELT PARK
CITY COUNCIL MEETING
October 21, 2024**

Item: Resolution of Appreciation- Michael Ciulis	Date: October 21, 2024
<p>The council is being asked to present a resolution of appreciation for resident Michale Ciulis who has been a certified election inspector for several decades and has faithfully completed the required training and election day inspections duties for dozens of elections over his term of service. Not only has Michael been a faithful volunteer but has helped train and assist scores of other inspectors over the years. For his decades of service to the Roosevelt Park residents and community, staff feel compelled to request the board to formally adopt the attached resolution of appreciation.</p>	
Financial Impact: None	
Recommendation: Approve and present the resolution of appreciation to for Mr. Michael Ciulis for his decades of volunteerism and commitment to the residents and community of the City of Roosevelt Park.	
Signature:	Title: City Manager



City of Roosevelt Park

A Proud Community

Resolution 2024-10

Resolution of Appreciation

WHEREAS, the City of Roosevelt Park has long valued the dedication and service of its residents in upholding the democratic process and serving the community of Roosevelt Park; and

WHEREAS, Mr. Michael Ciulis has selflessly served as an election inspector for the City of Roosevelt Park for several decades; and

WHEREAS, Mr. Ciulis's unwavering commitment to fair and transparent elections has ensured that the voices of our citizens are heard and respected; and

WHEREAS, his expertise, patience, and professionalism have been instrumental in guiding countless voters through the electoral process, fostering trust and confidence in our local governance; and

WHEREAS, Mr. Ciulis has demonstrated exemplary civic responsibility, setting a commendable example for other residents of our community;

NOW, THEREFORE, BE IT RESOLVED that the City Council of Roosevelt Park, on behalf of its residents, extends heartfelt appreciation and gratitude to Michael Ciulis for his decades of dedicated service as an election inspector; and

BE IT FURTHER RESOLVED that we recognize his significant contributions to the residents of our community and honor his commitment to serving the city residents with integrity and honor.

Aaron Langlois, Mayor
City of Roosevelt Park

Ann Wisniewski, City Clerk
City of Roosevelt Park



**CITY OF ROOSEVELT PARK
CITY COUNCIL MEETING
October 21, 2024**

Finance and Personnel Committee- Set Time and Date	Date: October 21,2024
The Next meeting date and time for the Roosevelt Park Day Committee Meeting is needed. This is to discuss FY 24 ending financials and upcoming FY 2025 projects including ongoing operations and capital outlay.	
Staff is recommending the meeting be set for the week of November 4 th .	
Financial Impact: None	
Recommendation: Set a time and date for the next Finance and Personnel Committee meeting.	
Signature:	Title: City Manager