



AGENDA
REGULAR CITY COUNCIL MEETING
40TH CITY COUNCIL
OAK PARK, MICHIGAN
FEBRUARY 19, 2024
7:00 PM

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. APPROVAL OF AGENDA**

5. CONSENT AGENDA

The following routine items are presented for City Council approval without discussion, as a single agenda item. Should any Council Member wish to discuss or disapprove any item it must be dropped from the blanket motion of approval and considered as a separate item.

- A. City Council Meeting Minutes for 2-5-24
- B. Special City Council Meeting Minutes for 2-5-24
- C. Municipal Services Fee Schedule Additions
- D. Request to approve Final Payment Application No. 4 for the 2021-2022 Miscellaneous Concrete Project, M-727 to Mattioli Cement Company of Fenton, MI for \$5,000.00.
- E. Request to approve Final Payment Application No. 4 for the 2022-2023 Miscellaneous Concrete Project, M-745 to Mattioli Cement Company of Fenton, MI for \$5,000.00.
- F. Request to approve Payment Application No. 3 and Change Order No. 1 for the Nine Mile Connector Park Project, M-746 to DMC Consultants Inc. of Detroit, MI for \$185,184.45 and \$1,650.00, respectively.
- G. Resolution in Support of Oak Park joining the Clinton River Watershed Council's WaterTowns Initiative
- H. Arts and Cultural Diversity Commission Meeting Minutes for September 14, 2023, November 9, 2023, December 14, 2023, and January 11, 2024
- I. Licenses New and Renewals submitted for February 19, 2024

6. RECOGNITION OF VISITING ELECTED OFFICIALS

7. SPECIAL RECOGNITION/PRESENTATIONS

- A. Annual Audit Presentation
 - 1. City of Oak Park Finance Department
 - 2. Rehmann Robson
- B. Oakland County Presentation: Shepherd Park Improvements

8. COMMUNICATIONS

- A. Foreclosure Prevention - Oakland County Treasurer

9. ACCOUNTING REPORTS

- A. Payment of invoices submitted by Garan, Lucow, Miller, P.C. for legal services for the total amount of \$18,051.33

10. CITY ATTORNEY

- A. Resolution to approve request from Crown Castle Fiber for extension of Metro Act Right of Way Permit

11. CITY MANAGER

- A. Administration
 - 1. Approval of "Oak Park Woods at Shepherd Park" as the name of Oakland County's section of Shepherd Park
 - 2. Request to approve the contract with Dickinson Wright for professional services for Bond Counsel
- B. Municipal Services
 - 1. Facade Grant Approval for 25651 Coolidge
 - 2. Proposal for professional services to provide Engineering Design Services for the Nine Mile Rehabilitation Project, Greenfield Road to Cloverlawn Ave.
- C. Finance/Assessing
 - 1. Request to change payment processor for credit and debit card payments
- D. City Clerk

1. 2024 Presidential Primary Update

E. Elevate Oak Park

12. CALL TO THE AUDIENCE

Each speaker's remarks are a matter of public record; the speaker, alone, is responsible for his or her comments and the City of Oak Park does not, by permitting such remarks, support, endorse or accept the content, thereof, as being true or accurate. "Any person while being heard at a City Council Meeting may be called to order by the Chair, or any Council Member for failure to be germane to the business of the City, vulgarity, or personal attacks on persons or institutions." There is a three minute time limit per speaker.

13. CALL TO THE COUNCIL

14. ADJOURNMENT

The City of Oak Park will comply with the spirit and intent of the American with Disabilities Act. We will provide support and make reasonable accommodations to assist people with disabilities to access and participate in our programs, facilities and services. Accommodations to participate at a Council Meeting will be made with 7-day prior notice.



**CITY OF OAK PARK, MICHIGAN
REGULAR COUNCIL MEETING OF THE
40th OAK PARK CITY COUNCIL
February 5, 2024
7:00 PM**

MINUTES

The meeting was called to order at 7:00 p.m. by Mayor McClellan in the Council Chambers of City Hall located at 14000 Oak Park Boulevard, Oak Park, MI 48237. (248) 691-7544.

PRESENT: Mayor McClellan, Mayor Pro Tem Burns, Council Member Radner,
Council Member Edgar, Council Member Whitehead

ABSENT: None

OTHERS

PRESENT: City Manager Tungate, City Clerk Norris, City Attorney Krause

APPROVAL OF AGENDA:

**CM-02-022-24 (AGENDA ITEM #4) ADOPTION OF THE AGENDA AS PRESENTED
– APPROVED**

Motion by Whitehead, seconded by Radner, CARRIED UNANIMOUSLY, to approve the agenda as presented.

Voice Vote:	Yes:	McClellan, Burns, Radner, Edgar, Whitehead
	No:	None
	Absent:	None

MOTION DECLARED ADOPTED

CONSENT AGENDA:

CM-02-023-24 (AGENDA ITEM #5A-I) CONSENT AGENDA - APPROVED

Motion by Burns, seconded by Radner, CARRIED UNANIMOUSLY, to approve the Consent Agenda consisting of the following items:

- A. Regular City Council Meeting Minutes for January 22, 2024 **CM-02-024-24**
- B. Special City Council Meeting Minutes for January 22, 2024 **CM-02-025-24**
- C. Recycling Commission Meeting Minutes for November 16, 2023 and December 21, 2023
CM-02-026-24
- D. Investment Report for period ending 12-31-23 **CM-02-027-24**
- E. Budget to Actual Report for period ending 12-31-23 **CM-02-028-24**
- F. Payment Application No. 4 for the 2023 Block Pruning Project, M-748, to Urban Tree Trimming of Detroit MI in the amount of \$7,815 **CM-02-029-24**
- G. Resolution in support of the Road Commission for Oakland County's 2024 Tri-party program
CM-02-030-24
- H. Payment of invoices from OHM Advisors for GIS DWAM Grant, and 8 Mile Booster Station Rehab for the total amount of \$1,079.50 **CM-02-031-24**
- I. Licenses New and Renewals submitted for February 5, 2024 **CM-02-032-24**

MERCHANT'S LICENSES – February 5, 2024
(Subject to All Departmental Approvals)

<u>NEW MERCHANT</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>BUSINESS TYPE</u>
EXCLUSIVE FLOWERS BY TERRY	21470 COOLIDGE HWY A	\$150.00	RETAIL
HAUS OF BEAUTY LLC	8530 W NINE MILE RD C	\$150.00	HAIR SALON
NAILS OF KEY	10620 W NINE MILE RD	\$150.00	NAIL SALON
KERRY BROTHERS TRUCK REPAIR	12800 NORTHEND AVE	\$150.00	REPAIR

<u>RENEWALS (/2024)</u>	<u>ADDRESS</u>	<u>FEE</u>	
RILEY PEARSON FINANCIAL	10831 CAPITAL AVE # 200	\$150.00	FINANCIAL SERVICES
DESIGN METAL INC	10841 CAPITAL AVE	\$187.50	AUTOMOTIVE
WOODWAY CORPORATION	12981 CAPITAL AVE	\$150.00	CONTRACTOR
HUNTINGTON CLEANERS	13000 CAPITAL AVE	\$150.00	OFFICE
HERC RENTALS	13133 CLOVERDALE AVE	\$150.00	RENTALS
D/A CENTRAL INC	13155 CLOVERDALE AVE	\$187.50	SECURITY
VALLEY CITY LINEN	13165 CLOVERDALE AVE	\$187.50	RETAIL
\$8 DEMO CUTS	22101 COOLIDGE HWY	\$187.50	BARBERSHOP
GIFT ME CHOCOLATE	22133 COOLIDGE HWY	\$150.00	RESTAURANT
TIM HORTONS	22211 COOLIDGE HWY	\$150.00	RESTAURANT
O'REILLY AUTO PARTS #3345	23125 COOLIDGE HWY	\$187.50	RETAIL
INSURANCE GIANT	24681 COOLIDGE HWY	\$187.50	INSURANCE
MAIN STREET BROW & LASH	24687 COOLIDGE HWY	\$187.50	TATTOO SHOP
WEAVE WORLD WHOLESALERS	24725 COOLIDGE HWY	\$150.00	RETAIL
SPEEDWAY	24771 COOLIDGE HWY	\$187.50	GAS STATION
CONGREGATION AISH HATORAH	25725 COOLIDGE HWY	\$150.00	FAITH BASED
TANISHA'S BEAUTY SUPPLY	26001 COOLIDGE HWY	\$150.00	RETAIL
VALHALLA KRAV MAGA	26039 COOLIDGE HWY	\$150.00	TRAINING CENTER
OAK LIQUOR & WINE	13700 W EIGHT MILE RD	\$150.00	RETAIL
DISCOUNT HYDRO	14370 W EIGHT MILE RD	\$150.00	RETAIL
AAA FERGUSON INSURANCE	13691 W ELEVEN MILE # 200	\$187.50	INSURANCE
LYNGKLIP & ASSOCIATES	13751 W ELEVEN MILE	\$150.00	LAW OFFICE
UNEXPECTED CRAFT BREWING	14401 W ELEVEN MILE	\$150.00	BREWERY
TRAIN STATION SPORTS LLC	14661 W ELEVEN MILE RD STE 700	\$187.50	BATTING CAGE
ELEVEN MILE SELF STORAGE	14935 W ELEVEN MILE	\$150.00	STORAGE
GADGET DROP REPAIR LLC	21700 GREENFIELD # 116	\$150.00	CELL REPAIR
JOHN & KARONS HAIR AFFAIR	21700 GREENFIELD # 250	\$150.00	SALON
SUNOCO	25000 GREENFIELD RD	\$150.00	GAS STATION
SKYLAR LAUDROMAT OF OP	25214 GREENFIELD RD	\$150.00	LAUDROMAT
EXPRESS CARE MEDICAL SUPPL	25900 GREENFIELD # 121	\$150.00	RETAIL
MODERN STAMPS INC	25900 GREENFIELD # 136	\$150.00	RETAIL
UNITED INS AGENCY	25900 GREENFIELD # 246	\$150.00	INSURANCE
HEALING PATH MASSAGE LLC	25900 GREENFIELD 414	\$150.00	MASSAGE THERAPY
THE SUIT DEPOT	26158 GREENFIELD RD	\$150.00	RETAIL
MCDONALDS	26160 GREENFIELD RD	\$150.00	RESTAURANT
JAX CAR WASH	26641 HARDING AVE	\$187.50	CAR WASH
LIFE SKILLS RESIDENTIAL LLC	25640 LINCOLN TERRACE	\$150.00	PROFESSIONAL SERVICES
BEST FRIENDS CHILD CARE	8440 W NINE MILE RD	\$150.00	CHILDCARE
OAK-FERN GALLERIA LLC	8520 W NINE MILE RD	\$150.00	AUTOMOTIVE
BASEMENT CUTS BARBERSHOP	8560 W NINE MILE RD	\$150.00	BARBERSHOP
999 LENA NAILS	12710 W NINE MILE RD	\$150.00	NAIL SALON
E Z PETROLEUM 4 INC	13551 W NINE MILE RD	\$150.00	GAS STATION

NAILS TODAY	13731 W NINE MILE RD	\$187.50	NAIL SALON
LIBERTY TAX	13740 W NINE MILE RD	\$150.00	FINANCIAL SERVICES
BELLA VAMIER	13821 W NINE MILE RD	\$187.50	RETAIL
BELLA VAMIER	13825 W NINE MILE RD	\$187.50	RETAIL
ATTISHA LLC - FOOD MART	15450 W NINE MILE RD	\$150.00	RETAIL
SADIA ENTERPRISES INC	13000 NORTHEND AVE	\$150.00	OFFICE
SHERWIN WILLIAMS CO	13101 NORTHEND AVE	\$150.00	RETAIL
CHASE CLEANERS	10831 TEN MILE # 10881	\$187.50	DRY CLEANERS
UNITED LAUNDROMAT LLC	13221 TEN MILE	\$150.00	LAUDROMAT
SON SUN BAUTY SUPPLY	13421 TEN MILE	\$187.50	RETAIL
MISS BETTYS SELF STORAGE	13631 W TEN MILE RD	\$150.00	STORAGE
LAWFORD FABRICATING	21650 WYOMING CT	\$150.00	INDUSTRIAL

Massage Facility License

HEALING PATH MASSAGE	25900 GREENFIELD, 414	\$125.00	Massage
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Roll Call Vote: Yes: McClellan, Burns, Edgar, Radner, Whitehead
 No: None
 Absent: None

MOTION DECLARED ADOPTED

RECOGNITION OF VISITING ELECTED OFFICIALS: None

SPECIAL RECOGNITION/PRESENTATIONS:

(AGENDA ITEM #7A) Strategic Plan End of Year Report. Deputy City Manager VanVleck presented the 2023 Year End Strategic Plan Report. A complete copy is on file with the City Clerk.

PUBLIC HEARINGS: None

SPECIAL LICENSES: None

ACCOUNTING REPORTS: None

BIDS:

CM-02-033-24 (AGENDA ITEM #12A) REQUEST TO AWARD THE PARTIAL BID FOR THE EIGHT MILE BOOSTER STATION REHABILITATION PROJECT, M-732 TO CSM MECHANICAL, OF MILFORD, MI, FOR THE TOTAL AMOUNT OF \$470,805.00 - APPROVED

Motion by Burns, seconded by Radner, CARRIED UNANIMOUSLY, to award the partial bid for the Eight Mile Booster Station Rehabilitation Project, M-732 to CSM Mechanical, of Milford, MI, for the total amount of \$470,805.00.

Roll Call Vote: Yes: McClellan, Burns, Radner, Edgar, Whitehead
 No: None
 Absent: None

MOTION DECLARED ADOPTED

ORDINANCES: None

CITY ATTORNEY: No Report

CITY MANAGER:

Administration

(AGENDA ITEM #15A) Budget Calendar for Fiscal Year 2024/25.

City Manager Tungate presented the following budget calendar for the 2024/25 fiscal year:

**Budget Calendar
Fiscal Year 2024-25**

<u>Internal</u>	<u>Date</u>
Finance compiles departmental salary and fringe benefits summaries	2/12-3/8/24
Finance enters initial three-year budget estimates in BSA	2/12-3/8/24
Department summary capital needs due to Finance	3/1/2024
Departmental three-year budget projects available in BSA for review	3/8/2024
Department meetings with Finance and City Manager	3/14-3/21/24
Presentation of capital plan to Planning commission	4/8/2024
Draft City Manager budget complete	4/12/2024

Public

City Manager gives Council budget update	4/15-4/19/24
City Council budget review session	4/15-4/19/24
City Council budget review session (if needed) / public hearing request	5/6/2024
Budget public hearing noticed published	5/8/2024
Budget public hearing	5/20/2024
Final budget, fee schedule and millage rate adoption	5/20/2024

Finance/Assessing

**CM-02-034-23 (AGENDA ITEM #15B) BUDGET AMENDMENT #2024-2 FOR
PERIOD ENDING SEPTEMBER 30, 2023 - APPROVED**

Motion by Radner, seconded by Edgar, CARRIED UNANIMOUSLY, to adopt the following resolution approving Budget Amendment #2024-3 for period ending December 31, 2023 as follows:

RESOLUTION

NOW, THEREFORE BE IT RESOLVED that the following
Budget Amendment #2024-3 is authorized:

	INCREASE (DECREASE)
GENERAL FUND	
REVENUES	
INTERGOVERNMENTAL	\$ 67,084
INTERGOVERNMENTAL	\$67,084
INTEREST INCOME	216,636

OTHER REVENUE	5,000
TRANSFER IN	2,280
TOTAL REVENUES	291,000

EXPENDITURES	
CITY MANAGER	45,000
COMMUNITY & ECONOMIC DEVELOPMENT	10,500
CITY CLERK - ELECTIONS	14,500
MUNICIPAL SERVICES	154,000
PUBLIC SAFETY	62,000
RECREATION	5,000
TOTAL EXPENDITURES	291,000

Net Increase to Fund Balance	\$ 84,380
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DRUG LAW ENFORCEMENT FUND

REVENUES	
OTHER REVENUE	\$-
TOTAL REVENUES	-

EXPENDITURES	
MATERIALS AND SUPPLIES	16,000
TOTAL EXPENDITURES	16,000

Net Increase (Decrease) to Fund Balance	\$(16,000)
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COMMUNITY DEVELOPMENT BLOCK GRANT FUND

REVENUES	
INTERGOVERNMENTAL	\$103,001
TOTAL REVENUES	103,001

EXPENDITURES	
SALARIES	80,000
TOTAL EXPENDITURES	80,000

Net Increase (Decrease) to Fund Balance	\$23,001
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PUBLIC IMPROVEMENT FUND

REVENUES	
INTEREST INCOME	\$545
PROPERTY TAXES	(30,000)
TOTAL REVENUES	(29,455)

EXPENDITURES

TRANSFER OUT	2,280
TOTAL EXPENDITURES	2,280

Net Increase (Decrease) to Fund Balance (\$31,735)

CITY OWNED PROPERTY FUND

REVENUES

INTEREST INCOME	8,915
INTERGOVERNMENTAL	100,000
OTHER REVENUE	(255,000)
TOTAL REVENUES	(146,085)

EXPENDITURES

OPERATIONS	(500)
TRANSFER OUT	(20,000)
CAPITAL OUTLAY	(53,000)
TOTAL EXPENDITURES	(73,500)

Net Increase (Decrease) to Fund Balance \$(72,585)

PARKS & RECREATION IMPROVEMENT FUND

REVENUES

INTEREST INCOME	\$20,000
TRANSFERS IN	(20,000)
TOTAL REVENUES	-

Net Increase (Decrease) to Fund Balance -

MOTOR POOL FUND

REVENUES

INTEREST EARNINGS	500
OTHER REVENUE	49,500
TOTAL REVENUES	50,000

EXPENDITURES

OPERATIONS	50,000
TOTAL EXPENDITURES	50,000

Net Increase (Decrease) to Fund Balance -

Roll Call:	Yes:	McClellan, Burns, Radner, Edgar, Whitehead
	No:	None
	Absent:	None

MOTION DECLARED ADOPTED

Department of Public Works

CM-02-035-24 (AGENDA ITEM #15C) REQUEST TO AUTHORIZE THE PUBLIC WORKS DEPARTMENT TO PARTICIPATE IN THE STATE OF MICHIGAN (MIDEAL) CONTRACT FOR THE PURCHASE OF 2024 FORD EXPLORER TOTALING \$39,832 - APPROVED

Motion by Edgar, seconded by Whitehead, CARRIED UNANIMOUSLY, to authorize the Public Works Department to participate in the State of Michigan (MiDeal) contract for the following vehicle purchase:

Vehicle:	Department:	Amount: (Pre-Bid Contract)	Account:
2024 Ford Explorer	Public Safety	Total Cost: \$39,832 (State of Michigan - MiDeal)	Motor Pool: 654-18.875.970

Roll Call Vote: Yes: McClellan, Burns, Radner, Edgar, Whitehead
 No: None
 Absent: None

MOTION DECLARED ADOPTED

City Clerk

(AGENDA ITEM #15D) 2024 Presidential Primary Update.

City Clerk Norris provided information about the voting process for the Presidential Primary scheduled for February 27, 2024.

ADJOURNMENT:

There being no further business to come before the City Council, Mayor McClellan adjourned the meeting at 7:45 p.m.

T. Edwin Norris, City Clerk

Marian McClellan, Mayor



**CITY OF OAK PARK, MICHIGAN
SPECIAL COUNCIL MEETING OF THE
40th OAK PARK CITY COUNCIL
February 5, 2024
6:00 PM**

MINUTES

Mayor McClellan called the special meeting to order at 6:00 p.m. in the Executive Conference Room of Oak Park City Hall, 14000 Oak Park Boulevard, Oak Park, MI 48237. (248) 691-7544.

PRESENT: Mayor McClellan, Mayor ProTem Burns, Council Member Edgar, Council Member Radner, Council Member Whitehead

ABSENT: None

OTHERS

PRESENT: City Manager Tungate, City Clerk Norris, City Attorney Krause, Deputy City Manager VanVleck, Deputy City Manager DeCoster and Municipal Services Director Marrone

SPECIAL BUSINESS:

(AGENDA ITEM 3A) Library Ad Hoc Mural Committee Approval.

Deputy City Manager VanVleck discussed one of the city's goals to "deepen sense of place and community identity" by accomplishing our objectives to "invest in public art experiences" and "foster social interaction and a sense of ownership at all of the City's public spaces". She indicated that an exciting opportunity for a public mural located on the eastern facing exterior wall of the library, facing the future location of the Event Hub has been identified. This mural will inject vibrancy into our municipal campus and supports the library's goal of creating a welcoming environment.

Based on past practice, the administration is suggesting the best way to choose this installation is to form an ad hoc committee. The committee would consist of three members of the Arts and Cultural Diversity Commission, three members of the Library Board, a Council Member appointed by the mayor and two staff members appointed by the City Manager. Members of the Arts and Cultural Diversity Commission will be appointed by the Commission. Members of the Library Board will be appointed by the Library Board.

Once the ad hoc committee has been established, the City will release a request for proposals to muralists. The ad hoc committee will rate the proposals and make a final recommendation to the City Council.

CM-02-036-24 (AGENDA ITEM #3A) MOTION TO CREATE A TEMPORARY LIBRARY MURAL PUBLIC ART AD HOC COMMITTEE FOR THE PURPOSES OF SELECTING THE PUBLIC MURAL TO BE PAINTED ON THE LIBRARY - APPROVED

Motion by Burns, seconded by Edgar, CARRIED UNANIMOUSLY, to create the temporary Library Mural Public Art Ad Hoc Committee, consisting of three members of the Arts and Cultural Diversity Commission, three members of the Library Board, a Council Member appointed by the Mayor and two staff members appointed by the City Manager, for the purposes of selecting the public mural to be painted on the Library.

Roll Call Vote:	Yes:	McClellan, Burns, Radner, Edgar, Whitehead
	No:	None
	Absent:	None

MOTION DECLARED ADOPTED

(AGENDA ITEM 3B) Public Art Selection Process Discussion.

Ms. Van Vleck discussed the city's Elevate Oak Park initiative whereby opportunities to infuse our public spaces with vibrancy, will require a permanent process for selecting public art installations. Best practice would ensure that public art is selected by members of the community, and that efforts are made to solicit proposals from a variety of artists.

She indicated that moving forward will require a permanent commission or committee to assist with this process. The council discussed two options that would (1) Create a Public Art Selection Committee, which would meet as needed, as public art opportunities are identified by the administration. or (2) Obligate this task to the Arts and Cultural Diversity Commission. Either option would require a standard process for selection and approval.

It was generally agreed that the administration would recommend the best process and committee design to present to the council for approval at a future meeting.

CALL TO THE AUDIENCE:

Kenneth Sherman, Jerome St., asked about including Oak Park School artists as potential contributors to public art in the community.

ADJOURNMENT:

There being no further business to come before the City Council, Mayor McClellan adjourned the special meeting at 6:40 p.m.

T. Edwin Norris, City Clerk

Marian McClellan, Mayor



CITY OF OAK PARK, MI STAFF REPORT

AGENDA FOR: February 19, 2024

SUBJECT: Municipal Services Fee Schedule Additions

DEPARTMENT: Municipal Services

FROM: Kim Marrone, Director of Municipal Services

SUMMARY: The Municipal Services Department revised two ordinances and received City Council approval in January for a new Shopping Cart Ordinance and a Vacant Building Ordinance. Both of these new ordinances have fees associated that need to be established on the fee schedule. The Planning Department also noted that the new Zoning Ordinances had new fees created within it that also need to be established. All fees proposed take into account fees in other municipalities as well as staff cost to perform each function. The Municipal Services Department proposes the following fees be added to the fee schedule as follows:

Shopping Cart Ordinance:
\$10 fee per shopping cart plus a 15% administration fee.

Vacant Building Ordinance:
\$40.00 Registration fee annually
\$150.00 Safety/Maintenance Inspection Fee

Donation Box:
Application Fee: \$150
Permit Fee: \$100/annually

FINANCIAL STATEMENT: N/A

RECOMMENDED ACTION: It is recommended that City Council approve the addition of these fees to the fee schedule.

EXHIBITS: None



CITY OF OAK PARK, MI STAFF REPORT

AGENDA FOR: February 19, 2024

SUBJECT: Request to approve Final Payment Application No. 4 for the 2021-2022 Miscellaneous Concrete Project, M-727 to Mattioli Cement Company of Fenton, MI for \$5,000.00.

DEPARTMENT: Municipal Services

FROM: Kara Grisamer, City Engineer

SUMMARY: Attached is Final Payment Application No. 4 for the 2021-2022 Miscellaneous Concrete Project, M-727 by Mattioli Cement Company of Fenton, Michigan. This project includes miscellaneous concrete road work throughout the city. This project is 100% complete.

FINANCIAL STATEMENT:

Original Contract Amount:	\$497,201.85
Alternate Bid Amount:	\$128,700.00
Change Order No. 1:	(\$60,799.00)

Total Contract Amount:	\$565,102.85
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Total Completed to Date:	\$565,102.85
Less Retainage:	\$0.00
Net Earned:	\$565,102.85
Deductions:	\$0.00
Balance:	\$565,102.85
Payments to Date:	\$560,102.85

Amount Due Mattioli Cement Company:	\$5,000.00
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RECOMMENDED ACTION: It is recommended that Final Payment Application No. 4 for the 2021-2022 Miscellaneous Concrete Project, M-727, to Mattioli Cement Company of Fenton, MI be approved for the amount of \$5,000.00. Funding is available in the Local Street Fund (203-18-479-970) and Water and Sewer Fund (592-18-538-970) for this expenditure.

EXHIBITS:

1. M-727 PAY 4 FINAL - signed

PAYMENT APPLICATION

PROJECT: 2021-2022 MISCELLANEOUS CONCRETE PROJECT

JOB NUMBER: M-727

OWNER: CITY OF OAK PARK, MICHIGAN

APPLICATION NO.: 4 (FINAL)

CONTRACT MATTIOLI CEMENT COMPANY
6085 MCGUIRE ROAD
FENTON, MI 48430

PERIOD ENDING: 1/31/2024

ITEM	DESCRIPTION	ORIGINAL BID QUANTITY	UNIT	UNIT PRICE	PERIOD QUANTITY	PERIOD AMOUNT	QUANTITY TO DATE	AMOUNT TO DATE
1	REMOVE CONCRETE PAVEMENT, MODIFIED SP	6,100	SYD	\$11.00	0.00	\$0.00	5,245.97	\$57,705.67
2	CONCRETE PVMIT W/ INT CURB & GUTTER 9" CONCRETE, MODIFIED SP	4,700	SYD	\$55.81	0.00	\$0.00	5,045.84	\$281,608.33
3	CONCRETE PVMIT W/INT CURB & GUTTER, 9" CONC. PATCHES OVER 4500 SFT	1,400	SYD	\$55.81	0.00	\$0.00	0.00	\$0.00
4	REMOVAL COOLIDGE CONCRETE PAVEMENT, MODIFIED SP	840	SYD	\$20.00	0.00	\$0.00	850.54	\$17,010.80
5	COOLIDGE CONCRETE PAVEMENT WITH INT. CURB, 9" CONCRETE MOD. SP	125	SYD	\$55.81	0.00	\$0.00	137.20	\$7,657.13
6	SIDEWALK CONC. NON-REINF 4" SIDEWALK MOD	100	SFT	\$6.00	0.00	\$0.00	1,714.21	\$10,285.26
7	SIDEWALK CONC. NON-REINF. 6" SIDEWALK/ DRIVE APPROACH MOD.	100	SFT	\$6.50	0.00	\$0.00	727.01	\$4,725.57
8	CONCRETE PAVEMENT, 24" CURB & GUTTER SECTION NON- REINF. 9" CONC. MOD	30	LFT	\$30.00	0.00	\$0.00	81.00	\$2,430.00
9	AGGREGATE BASE UNDER 9" CONC. (3" 21AA CR. LIMESTONE)	6,100	SYD	\$5.77	0.00	\$0.00	5,126.81	\$29,581.69
10	AGGREGATE BASE UNDER 4" & 6" & 9" CONC. (6" 21AA CR LIMESTONE)	100	SYD	\$9.00	0.00	\$0.00	180.28	\$1,622.52
11	ADJUST DRAINAGE STRUCTURES	10	EACH	\$250.00	0.00	\$0.00	12.00	\$3,000.00
12	CAST IN PLACE DETECTABLE/ TACTILE WARNING SURFACE MODIFIED	50	SFT	\$22.00	0.00	\$0.00	0.00	\$0.00
13	DRAINAGE STRUCTURE COVER	760	LBS	\$1.76	0.00	\$0.00	498.00	\$876.48
14	MINOR TRAFFIC DEVICES	1	LSUM	\$2,800.00	0.00	\$0.00	1.00	\$2,800.00
15	COOLIDGE MINOR TRAFFIC DEVICES	1	LSUM	\$3,900.00	0.00	\$0.00	1.00	\$3,900.00
16	PROJECT CLEAN UP	1	LSUM	\$8,000.00	0.00	\$0.00	1.00	\$8,000.00
17	INSPECTION CREW DAYS	25	DAY	\$320.00	0.00	\$0.00	0.00	\$0.00
19	COOLIDGE TRAFFIC CONTROL	0	LSUM	\$1,900.00	0.00	\$0.00	1.00	\$1,900.00
ALTERNATE BID ITEMS								
18	STAMPED COLORED CONCRETE PAVEMENT (TERRA COTTA)	715	SYD	\$180.00	0.00	\$0.00	733.33	\$131,999.40

		Period Total Amount:	\$0.00	Amount to Date:	\$565,102.85
			Earnings This Period:	\$0.00	
Original Contract Amount:	\$497,201.85				
Alternate bid Amount:	\$128,700.00		Total Earnings to Date:	\$565,102.85	
Change Order No. 1:	(\$60,799.00)				
Total Contract Amount:	\$565,102.85		Less Retainage:	\$0.00	
			Net Earned:	\$565,102.85	
			Deductions:	\$0.00	
			Balance:	\$565,102.85	
			Payments to Date:	\$560,102.85	
		AMOUNT DUE MATTIOLI CEMENT COMPANY:		\$5,000.00	

Accepted By: john mattioli (Jan 31, 2024 15:23 EST)
Mattioli Cement Company

Date: 01/31/2024

Approved By: Kara M. Grisamer
Kara Grisamer, City Engineer
City of Oak Park, Michigan

Date: 01/31/2024



CITY OF OAK PARK, MI STAFF REPORT

AGENDA FOR: February 19, 2024

SUBJECT: Request to approve Final Payment Application No. 4 for the 2022-2023 Miscellaneous Concrete Project, M-745 to Mattioli Cement Company of Fenton, MI for \$5,000.00.

DEPARTMENT: Municipal Services

FROM: Kara Grisamer, City Engineer

SUMMARY: Attached is Final Payment Application No. 4 for the 2022-2023 Miscellaneous Concrete Project, M-745 by Mattioli Cement Company of Fenton, MI. This project includes miscellaneous concrete road work throughout the city. This project is 100% complete.

FINANCIAL STATEMENT:

Original Contract Amount:	\$499,970.50
Change Order No. 1:	(\$4,640.04)

Total Contract Amount:	\$495,330.46
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Total Completed to Date:	\$495,330.46
Less Retainage:	\$0.00
Net Earned:	\$495,330.46
Deductions:	\$0.00
Balance:	\$495,330.46
Payments to Date:	\$490,330.46

Amount Due Mattioli Cement Company:	\$5,000.00
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RECOMMENDED ACTION: It is recommended that Final Payment Application No. 4 for the 2022-2023 Miscellaneous Concrete Project, M-745, to Mattioli Cement Company of Fenton, MI be approved for the amount of \$5,000.00. Funding is available in the Local Street Fund (203-18-479-970) and Water and Sewer Fund (592-18-538-970) for this expenditure.

EXHIBITS:

1. M-745 PAY 4 FINAL - signed

PAYMENT APPLICATION

PROJECT: 2022-2023 MISCELLANEOUS CONCRETE PROJECT

JOB NUMBER: M-745

OWNER: CITY OF OAK PARK, MICHIGAN

APPLICATION NO.: 4 (FINAL)

CONTRACT MATTIOLI CEMENT COMPANY
6085 MCGUIRE ROAD
FENTON, MI 48430

PERIOD ENDING: 1/31/2024

ITEM	DESCRIPTION	ORIGINAL BID QUANTITY	UNIT	UNIT PRICE	PERIOD QUANTITY	PERIOD AMOUNT	QUANTITY TO DATE	AMOUNT TO DATE
1	REMOVE CONCRETE PAVEMENT, MODIFIED SP	7,000	SYD	\$11.00	0.00	\$0.00	6,401.25	\$70,413.75
2	CONCRETE PVMT W/ INT CURB & GUTTER 9" CONCRETE, MODIFIED SP	6,000	SYD	\$55.81	0.00	\$0.00	5,800.15	\$323,706.37
3	CONCRETE PVMT W/INT CURB & GUTTER, 9" CONC. PATCHES OVER 4500 SFT	0	SYD	\$55.81	0.00	\$0.00	0.00	\$0.00
4	REMOVAL COOLIDGE CONCRETE PAVEMENT, MODIFIED SP	50	SYD	\$20.00	0.00	\$0.00	132.33	\$2,646.60
5	COOLIDGE CONCRETE PAVEMENT WITH INT. CURB, 9" CONCRETE MOD. SP	50	SYD	\$55.81	0.00	\$0.00	105.48	\$5,886.84
6	SIDEWALK CONC. NON-REINF 4" SIDEWALK MOD	500	SFT	\$6.00	0.00	\$0.00	3,550.56	\$21,303.36
7	SIDEWALK CONC. NON-REINF. 6" SIDEWALK/ DRIVE APPROACH MOD.	500	SFT	\$6.50	0.00	\$0.00	2,084.42	\$13,548.73
8	CONCRETE PAVEMENT, 24" CURB & GUTTER SECTION NON- REINF. 9" CONC. MOD	50	LFT	\$30.00	0.00	\$0.00	61.00	\$1,830.00
9	AGGREGATE BASE UNDER 9" CONC. (3" 21AA CR. LIMESTONE)	7,000	SYD	\$5.77	0.00	\$0.00	5,858.72	\$33,804.81
10	AGGREGATE BASE UNDER 4" & 6" & 9" CONC. (6" 21AA CR LIMESTONE)	700	SYD	\$9.00	0.00	\$0.00	0.00	\$0.00
11	ADJUST DRAINAGE STRUCTURES	12	EACH	\$250.00	0.00	\$0.00	15.00	\$3,750.00
12	CAST IN PLACE DETECTABLE/ TACTILE WARNING SURFACE MODIFIED	110	SFT	\$22.00	0.00	\$0.00	170.00	\$3,740.00
13	DRAINAGE STRUCTURE COVER	1,000	LBS	\$1.76	0.00	\$0.00	0.00	\$0.00
14	MINOR TRAFFIC DEVICES	1	LSUM	\$2,800.00	0.00	\$0.00	1.00	\$2,800.00
15	COOLIDGE MINOR TRAFFIC DEVICES	1	LSUM	\$3,900.00	0.00	\$0.00	1.00	\$3,900.00
16	PROJECT CLEAN UP	1	LSUM	\$8,000.00	0.00	\$0.00	1.00	\$8,000.00
17	INSPECTION CREW DAYS	25	DAY	\$320.00	0.00	\$0.00	0.00	\$0.00
19	COOLIDGE TRAFFIC CONTROL	0	LSUM	\$1,900.00	0.00	\$0.00	0.00	\$0.00

ALTERNATE BID ITEMS

18	STAMPED COLORED CONCRETE PAVEMENT (TERRA COTTA)	0	SYD	\$180.00	0.00	\$0.00	0.00	\$0.00
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Period Total Amount: \$0.00 Amount to Date: \$495,330.46

Original Contract Amount: \$499,970.50
Change Order No . 1: -\$4,640.04
New Contract Amount: \$495,330.46

Earnings This Period: \$0.00
Total Earnings to Date: \$495,330.46
Less Retainage: \$0.00
Net Earned: \$495,330.46
Deductions: \$0.00
Balance: \$495,330.46
Payments to Date: \$490,330.46

AMOUNT DUE MATTIOLI CEMENT COMPANY: \$5,000.00

Accepted By: john mattioli (Jan 31, 2024 15:23 EST)
Mattioli Cement Company

Date: 01/31/2024

Approved By: Kara M. Grisamer
Kara Grisamer P.E., City Engineer
City of Oak Park, Michigan

Date: 01/31/2024



CITY OF OAK PARK, MI STAFF REPORT

AGENDA FOR: February 19, 2024

SUBJECT: Request to approve Payment Application No. 3 and Change Order No. 1 for the Nine Mile Connector Park Project, M-746 to DMC Consultants Inc. of Detroit, MI for \$185,184.45 and \$1,650.00, respectively.

DEPARTMENT: Municipal Services

FROM: Kara Grisamer, City Engineer

SUMMARY: Attached is Payment Application No. 3 and Change Order No. 1 for the Nine Mile Connector Park Project, M-746 by DMC Consultants Inc. of Detroit, MI. This project installed the play equipment and site amenities at the Nine Mile Connector Park, between the Linear Park and Troy Ave. Proposed Change Order No. 1 added the bike rack loops to the project contract. This project is approximately 93% complete.

FINANCIAL STATEMENT:

Original Contract Amount:	\$313,768.00
Proposed Change Order No. 1:	\$1,650.00

New Contract Amount:	\$315,418.00
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Total Completed to Date:	\$256,033.45
Less Retainage:	\$12,801.67
Net Earned:	\$243,231.78
Deductions:	\$0.00
Balance:	\$243,231.78
Payments to Date:	\$58,047.33

Amount Due DMC Consultants:	\$185,184.45
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RECOMMENDED ACTION: It is recommended that Payment Application No. 3 for the Nine Mile Connector Park Project, M-746 to DMC Consultants Inc. of Detroit, MI be approved for the amount of \$185,184.45. It is further recommended that Proposed Change Order No. 1 be approved for the amount of \$1,650.00. Funding is available in the City Owned Property Fund (402-18-444-970).

EXHIBITS:

1. pay 03 with change order 1 - signed

PAYMENT APPLICATION

PROJECT: Nine Mile Connector Park Project
OWNER: City of Oak Park, Michigan
CONTRACTOR: DMC Consultants Inc.
 13500 Foley Street
 Detroit, MI 48227

JOB NUMBER: M-746
APPLICATION NO.: 3
PERIOD ENDING: 12/5/23
PAGE: 1 of 1

Item No.	Description	Original Bid Quantity	Unit	Unit Price	Period Quantity	Period Amount	Quantity To Date	Amount To Date
1	Mobilization, Max	1	LSUM	\$ 16,500.00	0.00	\$0.00	1.00	\$16,500.00
2	Erosion Control, Inlet filter protection, fabric	4	EACH	\$ 350.00	0.00	\$0.00	0.00	\$0.00
3	Standard Concrete Sidewalk Pavement (6" Concrete)	1,868	SFT	\$ 15.00	0.00	\$0.00	2,043.19	\$30,647.85
4	Subgrade Undercutting (Modified)	100	CYD	\$ 120.00	0.00	\$0.00	0.00	\$0.00
5	Earthwork (earth excavation)	400	CYD	\$ 70.00	0.00	\$0.00	210.16	\$14,711.20
6	Zipline w/Disk Seat	1	EACH	\$ 22,215.00	1.00	\$22,215.00	1.00	\$22,215.00
7	Accessible Spinner	1	EACH	\$ 26,000.00	1.00	\$26,000.00	1.00	\$26,000.00
8	Bouncing Metal Swing	1	EACH	\$ 5,650.00	1.00	\$5,650.00	1.00	\$5,650.00
9	Post mount scavenger hunt panel	1	EACH	\$ 1,550.00	1.00	\$1,550.00	1.00	\$1,550.00
10	Treasure Tumble panel	1	EACH	\$ 4,895.00	1.00	\$4,895.00	1.00	\$4,895.00
11	ADA Solar System panel	1	EACH	\$ 2,500.00	1.00	\$2,500.00	1.00	\$2,500.00
12	SpinRacer panel	1	EACH	\$ 2,600.00	1.00	\$2,600.00	1.00	\$2,600.00
13	14 ft Shade Sail (attached to zoomtrax)	3	EACH	\$ 8,300.00	3.00	\$24,900.00	3.00	\$24,900.00
14	14 ft Shade Sail attached to post	1	EACH	\$ 7,500.00	1.00	\$7,500.00	1.00	\$7,500.00
15	Large Lollitops	2	EACH	\$ 1,400.00	2.00	\$2,800.00	2.00	\$2,800.00
16	Medium Lollitops	1	EACH	\$ 950.00	1.00	\$950.00	1.00	\$950.00
17	Small Lollitops	2	EACH	\$ 650.00	2.00	\$1,300.00	2.00	\$1,300.00
18	Lollitop Support Post	2	EACH	\$ 810.00	2.00	\$1,620.00	2.00	\$1,620.00
19	Play panel support posts (3.5 in OD x 100 in steel post w/ riveted cap)	6	EACH	\$ 520.00	6.00	\$3,120.00	6.00	\$3,120.00
20	6 FT Bench	3	EACH	\$ 2,650.00	3.00	\$7,950.00	3.00	\$7,950.00
21	Decorative Pedestrian Light Pole	3	EACH	\$ 7,200.00	0.00	\$0.00	0.00	\$0.00
22	Solar Light	8	EACH	\$ 830.00	6.58	\$5,461.40	6.58	\$5,461.40
23	ADA Square table	1	EACH	\$ 3,500.00	1.00	\$3,500.00	1.00	\$3,500.00
24	Trash Receptacle with Recycling	1	EACH	\$ 3,750.00	1.00	\$3,750.00	1.00	\$3,750.00
25	Athletic & Recreational Surface, Blue	1,830	SFT	\$ 26.00	1,830.00	\$47,580.00	1,830.00	\$47,580.00
26	Athletic & Recreational Surface, Green	508	SFT	\$ 26.00	508.00	\$13,208.00	508.00	\$13,208.00
27	Acer rubrum, 3 inch	1	EACH	\$ 950.00	0.00	\$0.00	0.00	\$0.00
28	Aronia melanocarpa 'Autumn Magic', #5 cont.	6	EACH	\$ 100.00	0.00	\$0.00	3.00	\$300.00
29	Cercis canadensis, 10 ft height	2	EACH	\$ 920.00	0.00	\$0.00	0.00	\$0.00
30	Geranium maculatum, #1 cont.	47	EACH	\$ 28.00	0.00	\$0.00	36.00	\$1,008.00
31	Panicum virgatum, 'Shenandoah', #1 cont.	9	EACH	\$ 30.00	0.00	\$0.00	9.00	\$270.00
32	Rhus aromatica 'Gro-Low', #1 cont.	5	EACH	\$ 77.00	0.00	\$0.00	5.00	\$385.00
33	Rudbeckia fulgida var sulivantii 'Goldsturm', #1 cont.	3	EACH	\$ 27.00	14.00	\$378.00	17.00	\$459.00
34	Sporobolus heterolepis, #1 cont.	22	EACH	\$ 27.00	17.00	\$459.00	39.00	\$1,053.00
35	Ulmus x 'Frontier', 3 inch	1	EACH	\$ 954.00	0.00	\$0.00	0.00	\$0.00
36	Plant bed preparation	67	SYD	\$ 10.00	0.00	\$0.00	0.00	\$0.00
37	Watering and cultivating, 1st year	1	LSUM	\$ 4,320.00	0.00	\$0.00	0.00	\$0.00
38	Watering and cultivating, 2nd year	1	LSUM	\$ 3,240.00	0.00	\$0.00	0.00	\$0.00
39	Class "A" Sodding (Modified)	40	SYD	\$ 20.00	0.00	\$0.00	0.00	\$0.00
40	Loop Bike Racks	0	EACG	\$ 550.00	3.00	\$1,650.00	3.00	\$1,650.00

\$191,536.40

\$256,033.45

Original Contract Amount: \$313,768.00
 Change Order No.1: \$1,650.00
 New Contract Amount: \$315,418.00

Earnings This Period: \$191,536.40
 Total Earnings to Date: \$256,033.45
 Less Retainage: \$12,801.67
 Net Earned: \$243,231.78
 Deductions: \$0.00
 Balance: \$243,231.78
 Payments to Date: \$58,047.33

Amount Due:

\$185,184.45

Accepted By:

Logesh Rajendran
Logesh Rajendran (Feb 7, 2024 15:11 EST)

DMC Consultants Inc.

Kara M. Grisamer

Kara Grisamer P.E., City Engineer
 City of Oak Park, Michigan

02/07/2024

Date: _____

02/08/2024

Date: _____

CHANGE ORDER

PROJECT:	NINE MILE CONNECTOR PARK PROJECT	JOB NUMBER:	M-746
OWNER:	CITY OF OAK PARK, MICHIGAN	CHANGE ORDER NO.:	1
CONTRACTOR:	DMC CONSULTANTS INC. 13500 FOLEY STREET DETROIT, MI 48227	PAGE:	1

TO THE CONTRACTOR:

You are hereby directed to comply with the changes/extras to the contract documents.
This change order reflects work completed or anticipated. Further documentation supporting these changes is on file with the City Engineer.

THE FOLLOWING ITEMS AND OR CONTRACT UNITS PRICES SHALL BE ADDED TO THE CONTRACT AMOUNT

Item No.	Description	Original Bid Quantity	Unit	Unit Price	Increased Quantity	Quantity to Date	TOTAL Amount
40	Loop Bike Racks	0	3	\$550.00	3.00	3.00	\$1,650.00
TOTALS							\$1,650.00

SUMMARY

Total Increase	\$1,650.00
Total Decrease	\$0.00
Total for Change Order No.1:	\$1,650.00
Contract Amount	\$313,768.00
Change Order No. 1:	\$1,650.00
New Contract Amount:	\$315,418.00

Logesh Rajendran
Logesh Rajendran (Feb 7, 2024 15:11 EST)

DMC Consultants Inc.

02/07/2024

Date

Kara M. Grisamer

Kara Grisamer P.E., City Engineer

02/08/2024

Date

CONTRACTOR'S DECLARATION

I hereby declare that I have not, during the period _____
December _____ to January _____, 20 ²⁴____,

performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for or claim compensation from _____

THE CITY OF OAK PARK

or its agents, in addition to the regular items set forth in the contract numbered

_____ M-746 _____ and dated _____
, 20 _____ for

NINE MILE CONNECTOR PARK PROJECT

executed between myself and the Owner, and in the Change Orders for work issued by the Owner in writing as provided there under, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

There (is) (is not) an itemized statement attached.

Date: 02/07/2024

Logesh Rajendran

Logesh Rajendran (Feb 7, 2024 15:11 EST)

By: Logesh Rajendran

Title: Project Manager

pay 03 with change order 1 - unsigned

Final Audit Report

2024-02-08

Created:	2024-02-06
By:	Kara Grisamer (kgrisamer@oakparkmi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuCJRpOAdW906f6YNFvvNXma946P0GvnM

"pay 03 with change order 1 - unsigned" History

-  Document created by Kara Grisamer (kgrisamer@oakparkmi.gov)
2024-02-06 - 7:20:09 PM GMT
-  Document emailed to logeshr@dmcgroupusa.com for signature
2024-02-06 - 7:23:18 PM GMT
-  Email viewed by logeshr@dmcgroupusa.com
2024-02-06 - 11:31:22 PM GMT
-  Signer logeshr@dmcgroupusa.com entered name at signing as Logesh Rajendran
2024-02-07 - 8:11:34 PM GMT
-  Document e-signed by Logesh Rajendran (logeshr@dmcgroupusa.com)
Signature Date: 2024-02-07 - 8:11:36 PM GMT - Time Source: server
-  Document emailed to Kara Grisamer (kgrisamer@oakparkmi.gov) for signature
2024-02-07 - 8:11:38 PM GMT
-  Email viewed by Kara Grisamer (kgrisamer@oakparkmi.gov)
2024-02-08 - 5:58:39 PM GMT
-  Document e-signed by Kara Grisamer (kgrisamer@oakparkmi.gov)
Signature Date: 2024-02-08 - 6:37:38 PM GMT - Time Source: server
-  Agreement completed.
2024-02-08 - 6:37:38 PM GMT



CITY OF OAK PARK, MI STAFF REPORT

AGENDA FOR: February 19, 2024

SUBJECT: Resolution in Support of Oak Park joining the Clinton River Watershed Council's WaterTowns Initiative

DEPARTMENT: Municipal Services

FROM: Kara Grisamer, City Engineer

SUMMARY: The Clinton River Watershed Council has an initiative called WaterTowns to promote green infrastructure and best management practices of our stormwater resources. Oak Park approached the Watershed Council to join the WaterTowns initiative to gain access to their resources, including green stormwater infrastructure training, public outreach and education opportunities on environmental stewardship, and to commit Oak Park to improving our natural resources. The Clinton River Watershed Council accepted Oak Park's application and is allowing us to join WaterTowns in 2024.

FINANCIAL STATEMENT: There is no financial commitment required to participate in WaterTowns.

RECOMMENDED ACTION: It is recommended that the City Council approve the attached resolution in support of Oak Park joining the Clinton River Watershed Council's WaterTowns initiative.

EXHIBITS:

1. WaterTowns_Overview2022
2. WaterTowns_Resolution_Oak Park



BACKGROUND

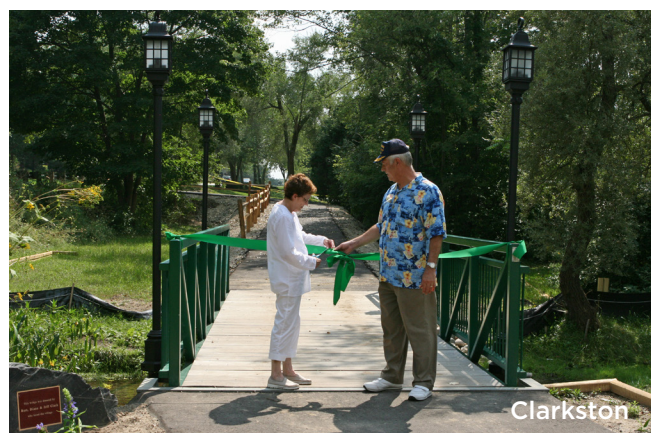
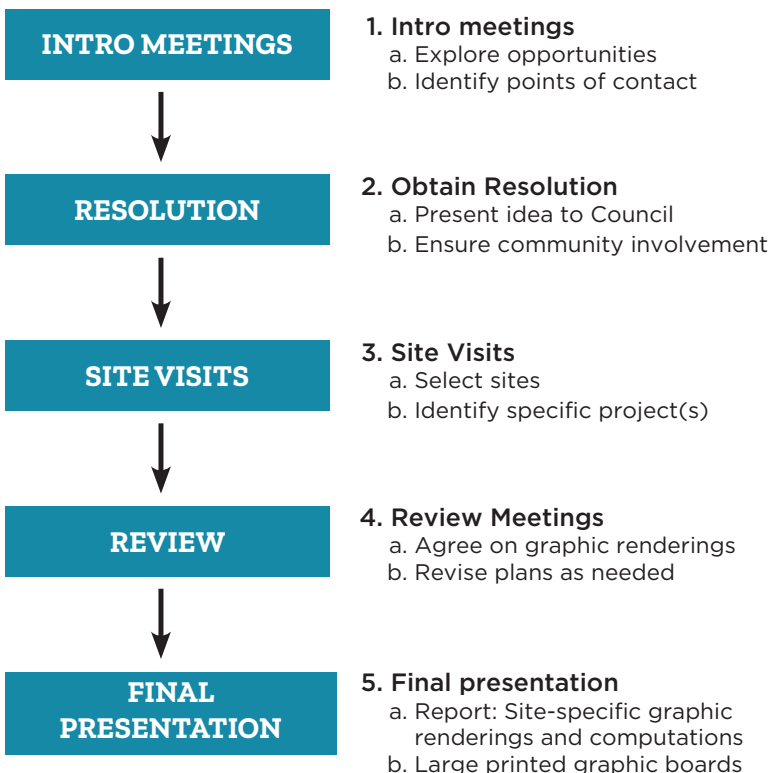
WaterTowns® is a green infrastructure initiative that helps cities, towns, and villages improve water quality and strengthen community connections to water resources. CRWC uses WaterTowns® as a unifying platform to help cities visualize their importance within the watershed and understand how to protect and connect their communities to water resources.

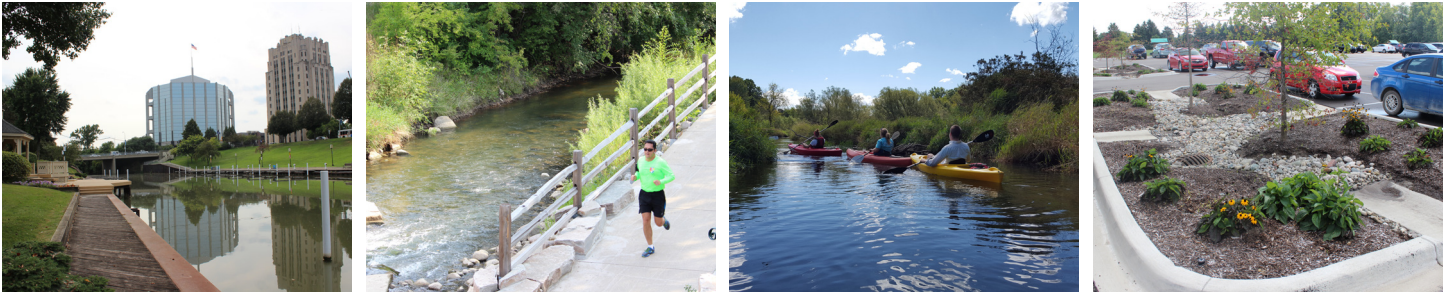
This initiative began in 2013 with funding from the Fred A. and Barbara M. Erb Family Foundation and currently supports 28 WaterTowns® from within the Clinton River Watershed.

Objectives of WaterTowns® are to:

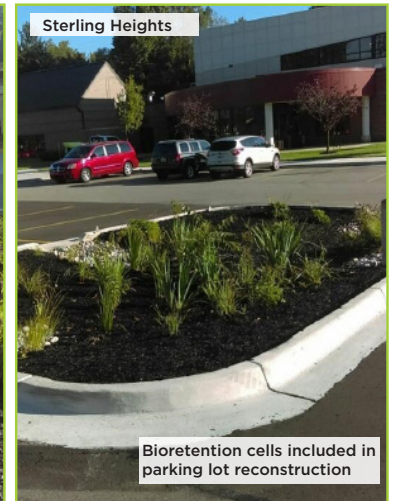
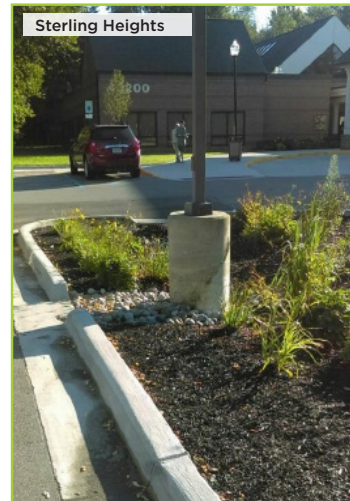
1. Advance watershed protection using green stormwater infrastructure.
2. Improve accessibility and inclusivity to natural resources.
3. Developing educational curriculum focused on environmental stewardship.

Green Infrastructure Project Outline





EXAMPLES FROM OUR WATERTOWNS®



STATEMENT OF PURPOSE

The purpose of this resolution is to declare Oak Park’s formal participation in the WaterTowns® initiative through the Clinton River Watershed Council. The resolution reflects Oak Park’s support for the Clinton River and its tributaries as valuable community assets and the Oak Park’s commitment to collaborate with residents, businesses, neighboring cities, non-profit organizations, and other stakeholders to advance watershed management, the blue economy, tourism, and green infrastructure.

A RESOLUTION declaring Oak Park’s participation in the WaterTowns® initiative

WHEREAS, WaterTowns® is a water-oriented community development initiative designed to assist towns and cities within the Clinton River Watershed to leverage the assets of the Clinton River and Lake St. Clair and to protect and improve water quality;

WHEREAS, the WaterTowns® initiative is managed by the Clinton River Watershed Council, an organization dedicated to protecting, enhancing and celebrating the Clinton River, its watershed, and Lake St. Clair for the benefit of communities, the environment and our future.

WHEREAS, Oak Park recognizes the recreational and economic potential of its water resources;

WHEREAS, Oak Park desires to incorporate environmental best management practices as an integral part in community planning and development;

WHEREAS, Oak Park is located within the Clinton River Watershed, and is a member of the Clinton River Watershed Council;

WHEREAS, there is no financial commitment required to participate in the WaterTowns® initiative;

WHEREAS, Oak Park desires to collaborate with the Clinton River Watershed Council to develop and implement a local WaterTowns® strategy;

NOW, THEREFORE, be it resolved, that the Oak Park Mayor and Council declare Oak Park a participant in the WaterTowns® initiative.

This resolution shall become effective upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2024.

OAK PARK

ATTEST



CITY OF OAK PARK

BOARDS AND COMMISSIONS

Mayor

Marian McClellan

Mayor Pro Tem

Carolyn Burns

Council Members

Solomon Radner

Julie Edgar

Shaun Whitehead

City Manager

Erik Tungate

Minutes**REGULAR MEETING****CITY OF OAK PARK ARTS AND CULTURAL DIVERSITY COMMISSION****THURSDAY September 14, 7:00 P.M.****1. CALL TO ORDER**a. Time: 7:12p.m.**2. ROLL CALL****a. City Council:**

Council Member Shaun Whitehead__

b. Commissioners:

Stephanie Crawford __

Sarah Davidson __

Dawn Henry_x_

Rosetta Kincaid __

Terri McQueen_x_

Sudha Chandra Sekhar

Avi Snider__

Michele Stevenson_x_

Lonnie Tabb-Upshaw_x_

Carla Wallace_x_

Donny Wilson_x_

c. City Liaisons:

Director Crystal VanVleck_x_

d. Guests:**3. APPROVAL OF AGENDA**i. Date October 12, 2023 Motion Carla.Seconded Lonnie Approved x**4. APPROVAL OF MINUTES**a. Date September 14, 2023 Motion Carla Seconded MicheleApproved x**5. MATTERS FOR CONSIDERATION****a. Old Business:**

- i. Film Fest 2023 recap; Low attendance, need to start earlier in calendar year with strategizing & marketing. 33 Film submissions/9 accepted. Michelle introduced the idea to bring in locally made films next year. Reach out to local High Schools for student submissions. Hagopian,

Scheer's Ace Hardware & Tai Fai were generous with their donations of food & red carpet (& padding).

- ii. Oak Park Film Fest 2024, September 13-15, 2024
- iii. Next year promotions? Blankets, scarves with logo?
- iv. Submission deadline for movies should be earlier, to set up viewing schedule. Have Red Carpet event kick off with movies on Friday night? Fancy night Friday, more casual attire/t-shirts Saturday?
- v. Quizzo was fun addition to festival.
- vi. One Film Fest audience member commented on the line up of anti gun documentary, then a movie incorporating guns, seemed contradictory.
- vii. Golden ticket winner, again like last year, scooped up most of the tickets, before realizing new rule "One per Family". Committee voted to allow only "one ticket per family" for gift card. Crystal dropped off card and goodie bag for winner at Dawn's home, to give to winner who lives next door to her.
- viii. Next artist; Ken Hirshenson, Artist reception November 6, 6-7p.m. Get photo op, for city site to announce new artist install/city hall.
- ix. Artist Christine Monholland, city photo op with Mayor McClellan & City Manager, Eric Tungate Monday September 8, 2023. (Pictures were posted to city Facebook live feed/site.) Christine M. to take down art end of September.
- x. Carla added information regarding Juneteenth that her car was totaled day before event but event went well considering.

b. New Business

- i. Oak Park, October Fest, September 16, 2023
- ii. Trunk or Treat, October 28, 2023

6. COMMISSIONER REPORTS

- i. Carla went to Cancun for much needed rest!

5. ADJOURNMENT

- a. **Next Meeting:** October 12, 7:00p.m. 2023
- b. **Time of Adjournment:** 8:14p.m.



BOARDS & COMMISSIONS
CITY OF OAK PARK

Mayor
Marian McClellan
Mayor Pro Tem
Julie Edgar
Council Members
Carolyn Burns
Shaun Whitehead
Solomon Radner
City Manager
Erik Tungate

MINUTES
REGULAR MEETING
CITY OF OAK PARK ARTS AND CULTURAL DIVERSITY COMMISSION
THURSDAY, November 9, 2023 @7p
COMMUNITY CENTER

1. CALL TO ORDER

a. Time: __7:09p.m. __

2. ROLL CALL

a. City Council:

Council Member Shaun Whitehead _x__

b. Commissioners:

Stephanie Crawford _x__	Sarah Davidson ____	Rosetta Kincaid _x__
Terri McQueen _x__	Sudha Chandra Sekhar ____	Avi Snider _x__
Michele Stevenson _x__	Lonnie K. Tabb-Upshaw ____	Carla Wallace _x__
Donny Wilson _x__	Dawn Henry _x__	

c. City Liaison:

Director Crystal Van Vleck _x__

d. Guests:

e. APPROVAL OF AGENDA

- i. **Date:** _November 9, 2023
- ii. **Motion** _Stephanie C. __
Seconded _Avi S. _
Approved _Donny W. _

APPROVAL OF MINUTES

- i **Date** _October 12, 2023
Motion _Terri M. _
Seconded _Rosetta K. _
Approved _Donny W. _

f. Old Business: 2023

Art Gallery

Director Van Vleck Jacobs install, Jan., 2024 - April 2024
Paul, April 2024-July 2024

New artist submission from Sharon Floyd
presented, voted & passed.
Avi asked to vote to only approve certain pieces submitted
by new artist, passed unanimously.

Film Freeway Donny to start email to instruct commissioners how to view &
vote for films submitted.

g. NEW BUSINESS: 2024

World Dance Day 2024 April 28, 2024, 4-6p in Oak Park Community
Center

Check minutes from last years event to add to this
years event.

Winterfest 2024 January 28, 2024, craft table run by Michelle, Terri,
Donny & Dawn. Need craft idea & supplies.

MLK Walk 2024. Jan 15, 2024, 9a at Hope United Methodist Church
Stephanie, Carla & Avi attending. Need Oak Park
Banner before event.

COMMISSIONER REPORTS

Carla reminded the commission to bring some snacks to
share and something to drink to the December meeting.

3. ADJOURNMENT

- a. **Next Meeting:**_____January 11, 2024 @ 7p._____
- b. **Time of Adjournment:**_____7:53p._____



CITY OF OAK PARK

BOARDS AND COMMISSIONS

Mayor

Marian McClellan

Mayor Pro Tem

Carolyn Burns

Council Members

Solomon Radner

Julie Edgar

Shaun Whitehead

City Manager

Erik Tungate

MINUTES

REGULAR MEETING

CITY OF OAK PARK ARTS AND CULTURAL DIVERSITY COMMISSION

THURSDAY, December 14 2023, 7:00 P.M.

1. CALL TO ORDER

a. Time: __7:00p.m.__

2. ROLL CALL

a. City Council:

Council Member Shaun Whitehead __x__

b. Commissioners:

Stephanie Crawford __x__

Sarah Davidson __

Dawn Henry __x__

Rosetta Kincaid __

Terri McQueen __x__

Sudha Chandra Sekhar

Avi Snider __x__

Michele Stevenson __

Lonnie Tabb-Upshaw __

Carla Wallace __x__

Donny Wilson __x__

c. City Liaisons:

Director Crystal VanVleck __x__

d. Guests:

Kelly Porter, new resident

3. APPROVAL OF AGENDA

a. Date __December 14, 2023__

Motion __Avi__ Seconded __Terri__ Approved __x__

4. APPROVAL OF MINUTES

a. Date __Motion __Stephanie__ Seconded __Terri__ Approved __x__

5. MATTERS FOR CONSIDERATION

a. Old Business:

i. **Film Fest** 2024, Donny planning to demonstrate judging films on Film Freeway. Email to follow.

ii. **Juneteenth** 2024, subcommittee meet up in January, date to be determined

- iii. **Winterfest** January 28, 1-4p.m. Still need craft idea to make it happen later this month.
- iv. **Art Gallery** update, Director Van Vleck, next artist reception, January 16 or February 5 for possible dates.
- v. **World Dance Day** 2024, cannot use April 28, early voting happening (possibly) special election dates, April 26-May7, 2024
- vi. Community center cannot confirm date for **WDD** until February 12, 2024. Crystal will look into Oak Park High School auditorium, for date, April 20,2024. Form sub committee. Find dancers.

6. COMMISSIONER REPORTS

- a. Avi mentioned meeting happened on last night of Hannukah. Terri played music w/ Flaming menorah in metro Detroit.
- b. Entire group enjoyed sweets & pizza for end of year gathering.

5. ADJOURNMENT

- a. **Next Meeting:** February 8, 2022
- b. **Time of Adjournment:** 8:00p.m.



BOARDS & COMMISSIONS
CITY OF OAK PARK

Mayor
Marian McClellan
Mayor Pro Tem
Julie Edgar
Council Members
Carolyn Burns
Shaun Whitehead
Solomon Radner
City Manager
Erik Tungate

MINUTES
REGULAR MEETING
CITY OF OAK PARK ARTS AND CULTURAL DIVERSITY COMMISSION
THURSDAY, January 11 2024@7p
COMMUNITY CENTER

1. CALL TO ORDER

a. Time: __7:06p.m.__

2. ROLL CALL

a. City Council:

Council Member Shaun Whitehead __

b. Commissioners:

Stephanie Crawford __	Sarah Davidson __	Rosetta Kincaid _x__
Terri McQueen _x__	Sudha Chandra Sekhar __	Avi Snider__
Michele Stevenson _x__	Lonnie K. Tabb-Upshaw __	Carla Wallace __
Donny Wilson _x__	Dawn Henry _x_	

c. City Liaison:

Director Crystal Van Vleck _x__

i. **Guests: Cynthia Leven,**

ii. **Kelly Porter @bubblegumforever63@gmail.com**

iii. **Courtney Flynn, future City Liaison for AC/DC**

d. APPROVAL OF AGENDA

i. **Date:** _February 8, 2024_

ii. **Motion** _Terri M.__ **Seconded** __

Approved __

APPROVAL OF MINUTES

i **Date** _January 11, 2024

Motion __

Seconded __

Approved __

f. Old Business: 2024

Art Gallery

Director Van Vleck Jacobs install, Jan., 2024 - April 2024,

artist reception Feb 16, 2024, 6p.m.

Paul ?, April 2024-July 2024

Sharon Floyd, Aug. 2024-November 2024

Film Freeway Donny to start email to instruct commissioners how to view & vote for films submitted.

g. NEW BUSINESS: 2024

World Dance Day 2024 Do not have a date due to potential election held in community center the same week of proposed date, April 27, 2024, 4-6p in the Oak Park Community Center

**Check minutes from last years event to update plan for this years event.

Winterfest 2024 January 28, 2024, craft table 1-4p. run by Michelle, Terri, Donny & Dawn. Need craft idea & supplies.

MLK Walk 2024 Jan 15, 2024, 9a at Hope United Methodist Church
26275 Northwestern Hwy., Southfield
Stephanie, Carla & Avi attending.
Need Oak Park Banner before event.

h. COMMISSIONER REPORTS

Michele S. Noted Kamron, 25 years old, has been called to serve in Israel

3. ADJOURNMENT

- a. **Next Meeting:**_____ March 14 2023@ 7p._____
- b. **Time of Adjournment:**_____ 8:11p._____

MERCHANT'S LICENSES - FEBRUARY 19, 2024

(Subject to All Departmental Approvals)

NEW MERCHANT	ADDRESS	BUSINESS TYPE
APEX TAX TITANS	13730 W EIGHT MILE RD	TAX SERVICES
INES AND MARIE EVENTS LLC	10400 W NINE MILE RD	EVENT PLANNING

RENEWALS FOR 2024	ADDRESS	BUSINESS TYPE
MURRAYS WORLDWIDE INC	8750 CAPITAL AVE	MANUFACTURER
M. BESHARA INC	10020 CAPITAL AVE	PRINTING COMPANY
SECURITY CENTRAL PROTECTION	12821 CAPITAL AVE	PROFESSIONAL SERVICES
SFT FOODS LLC	12930 CAPITAL AVE	MANUFACTURER
IGORS AUTO REPAIR LLC	13350 CAPITAL AVE	AUTOMOTIVE
PARTS PLUS	13202 CLOVERDALE AVE	AUTOMOTIVE
WURTH BAER SUPPLY CO	13390 CLOVERDALE AVE	DISTRIBUTOR
US PRINTING AND PACKAGING LLC	21350 COOLIDGE HWY	RETAIL
HONOROE HOLDINGS LLC	21400 COOLIDGE HWY	OFFICE
UNIQUE GIFTS BY ANGELLETTIA	22101 COOLIDGE	RETAIL
MOTOR CITY TAX PROFESSIONALS	22128 COOLIDGE HWY	OFFICE
VALUE WORLD INC	22130 COOLIDGE HWY	RETAIL
LITTLE CAESARS	24756 COOLIDGE	RESTAURANT
TODAYS SMILE	25101 COOLIDGE HWY	MEDICAL OFFICE
COOLIDGE CYCLE	25909 COOLIDGE HWY	RETAIL
7-ELEVEN #13458	26641 COOLIDGE HWY	RETAIL
FARS FILL UP INC	13500 W EIGHT MILE RD	GAS STATION
FORGOTTEN HARVEST INC	15000 W EIGHT MILE RD	CHARITY
PENNZOIL 10 MINUTE OIL CHANGE	13601 W ELEVEN MILE RD	AUTOMOTIVE
THE BLOUSE HOUSE	21700 GREENFIELD RD # 112	RETAIL
CREATIVE STROKES ART CO	21700 GREENFIELD RD # LL6	ART STUDIO
STARBUCKS COFFEE #11879	24840 GREENFIELD RD	RESTAURANT
COMERICA BANK INC	25192 GREENFIELD RD	FINANCIAL INSTITUTION
BORENSTEINS	25242 GREENFIELD RD	RETAIL
CONSULTANTS IN OPHTHALMOLOGY	25900 GREENFIELD 239	MEDICAL OFFICE
A-LIST HEALTHCARE TRAINING ACADEMY	25900 GREENFIELD RD # 380	MEDICAL OFFICE
JEWISH FAMILY SERVICE	25900 GREENFIELD RD # 405	OFFICE
EDDIES GOURMET	25920 GREENFIELD RD	RESTAURANT
DOLLAR CASTLE	26096 GREENFIELD RD	RETAIL
ALDI #88	26300 GREENFIELD RD	GROCERY
ENTERPRISE RENT-A-CAR	26520 GREENFIELD RD	RENTAL CARS
PIE SCI	8150 W NINE MILE RD	PIZZERIA
THE WORK PLACE	10450 NINE MILE RD B	OFFICE
LISAS LITTLE ANGELS CHRISTIAN CHILD	10460 NINE MILE RD	DAYCARE
DOLLAR GENERAL #9565	12720 W NINE MILE RD	RETAIL
VALVOLINE INSTANT OIL CHANGE	13300 W NINE MILE RD	AUTOMOTIVE
WALGREENS #5425	13550 W NINE MILE RD	PHARMACY
FALLOU'S AFRICAN HAIR BRAIDING	13721 W NINE MILE RD	HAIR SALON
PETEETS FAMOUS CHEESECAKES	13835 W NINE MILE RD	BAKERY
CRESCENT PATTERN COMPANY	8720 NORTHEND	R&D
SHOE RACK OUTLET	13291 TEN MILE	RETAIL
UNIQUE FURNITURE	21820 WYOMING PL	RETAIL

CITY OF OAK PARK, MICHIGAN

Statement of Revenues, Expenditures, and Changes in Fund Balance

Budget and Actual - General Fund

For the Year Ended June 30, 2023

	Original Budget	Final Budget	Actual	Actual Over (Under) Final Budget
Expenditures (concluded)				
Culture and recreation:				
Administration	\$ 424,749	\$ 554,998	\$ 554,534	\$ (464)
Athletics	30,859	9,459	8,400	(1,059)
Outdoor activities	85,351	98,451	97,076	(1,375)
Instructional activities	25,000	24,425	17,109	(7,316)
Special recreation activities	75,800	77,400	69,826	(7,574)
Swimming pool	139,603	189,213	156,878	(32,335)
Senior services	58,060	73,556	72,500	(1,056)
Total culture and recreation	839,422	1,027,502	976,323	(51,179)
Community development	281,039	300,359	289,493	(10,866)
Nondepartmental costs	2,893,500	2,427,500	2,424,789	(2,711)
Debt service:				
Principal	9,512	9,512	9,512	-
Interest and fiscal charges	4,108	2,878	1,819	(1,059)
Total debt service	13,620	12,390	11,331	(1,059)
Total expenditures	22,406,611	22,933,783	22,153,883	(779,900)
Revenues over expenditures	2,266,485	2,607,907	3,001,816	393,909
Other financing sources (uses)				
Transfers in	30,000	30,000	30,000	-
Transfers out	(2,296,485)	(2,597,485)	(3,029,761)	432,276
Total other financing sources (uses)	(2,266,485)	(2,567,485)	(2,999,761)	(432,276)
Net change in fund balance	-	40,422	2,055	(38,367)
Fund balance, beginning of year	4,640,275	4,640,275	4,909,642	269,367
Fund balance, end of year	\$ 4,640,275	\$ 4,680,697	\$ 4,911,697	\$ 231,000

concluded.

The accompanying notes are an integral part of these basic financial statements.

CITY OF OAK PARK, MICHIGAN

Statement of Revenues, Expenditures, and Changes in Fund Balance

Budget and Actual - General Fund

For the Year Ended June 30, 2023

	Original Budget	Final Budget	Actual	Actual Over (Under) Final Budget
Revenues				
Property taxes	\$ 15,314,248	\$ 15,513,861	\$ 15,370,275	\$ (143,586)
Licenses and permits	529,225	564,225	614,209	49,984
Intergovernmental:				
Federal grants	1,510,000	1,510,000	1,256,469	(253,531)
State grants	4,077,904	4,536,844	4,488,098	(48,746)
Charges for services	606,710	608,110	629,824	21,714
Fines and forfeitures	1,300,000	1,207,000	1,099,358	(107,642)
Franchise fees	687,020	560,298	447,346	(112,952)
Investment income	181,089	170,730	303,579	132,849
Other	466,900	870,622	946,541	75,919
Total revenues	24,673,096	25,541,690	25,155,699	(385,991)
Expenditures				
Current:				
General government:				
City council	96,681	78,681	61,343	(17,338)
City manager	513,631	607,691	600,579	(7,112)
Human resources	291,152	261,452	248,356	(13,096)
Information technology	306,281	306,281	302,301	(3,980)
City attorney	274,600	274,600	238,409	(36,191)
Prosecuting attorney	80,000	95,000	80,499	(14,501)
City clerk	414,315	489,255	451,919	(37,336)
Finance and administrative services	1,242,692	1,394,074	1,379,403	(14,671)
Public information	368,708	350,708	300,918	(49,790)
Technical and planning services	1,586,053	1,527,403	1,460,949	(66,454)
Less reimbursements from other funds for finance and administrative services	(789,214)	(797,088)	(797,088)	-
Total general government	4,384,899	4,588,057	4,327,588	(260,469)
Public safety:				
General	12,633,090	12,713,335	12,407,018	(306,317)
K9 unit	206,966	257,300	257,180	(120)
Total public safety	12,840,056	12,970,635	12,664,198	(306,437)
Public works:				
Building and maintenance	836,461	946,461	942,872	(3,589)
Administration	20,982	20,982	13,773	(7,209)
Shepherd Park	147,891	122,391	121,378	(1,013)
Other parks	148,741	517,506	382,138	(135,368)
Total public works	1,154,075	1,607,340	1,460,161	(147,179)

continued...

CITY OF OAK PARK, MICHIGAN

Statement of Net Position

Proprietary Funds

June 30, 2023

	Business-type Activities			Governmental
	Enterprise Funds			Activities
	Water and Sewer	Stormwater Utility	Total	Internal Service Funds
Assets				
Current assets:				
Cash and investments	\$ 7,756,122	\$ -	\$ 7,756,122	\$ 386,246
Receivables:				
Special assessments	800	-	800	-
Accounts	1,361,355	897,470	2,258,825	2,503
Due from other governments	49,129	65,888	115,017	-
Due from other funds	625,715	-	625,715	-
Prepaid items	25,011	-	25,011	151,762
Total current assets	9,818,132	963,358	10,781,490	540,511
Noncurrent assets:				
Capital assets not being depreciated/amortized	1,633,590	96,829	1,730,419	-
Capital assets being depreciated/amortized, net	21,468,525	12,453,767	33,922,292	2,334,144
Total noncurrent assets	23,102,115	12,550,596	35,652,711	2,334,144
Total assets	32,920,247	13,513,954	46,434,201	2,874,655
Deferred outflows of resources				
Deferred pension amounts	76,078	135,250	211,328	-
Deferred other postemployment benefit amounts	3,098	5,508	8,606	-
Total deferred outflows of resources	79,176	140,758	219,934	-
Liabilities				
Current liabilities:				
Accounts payable	1,568,153	330,095	1,898,248	21,955
Accrued liabilities	84,649	-	84,649	3,983
Accrued interest payable	-	7,548	7,548	-
Due to other funds	-	625,715	625,715	-
Current portion of:				
Accrued compensated absences	72,645	-	72,645	1,104
Bonds and other long-term liabilities	2,935	857,091	860,026	-
Total current liabilities	1,728,382	1,820,449	3,548,831	27,042
Noncurrent liabilities:				
Accrued compensated absences, net of current portion	157,815	-	157,815	8,803
Bonds and other long-term liabilities, net of current portion	748	392,073	392,821	-
Net pension liability	2,522,278	4,484,050	7,006,328	-
Net other postemployment benefit liability	1,146,163	1,146,163	2,292,326	-
Total noncurrent liabilities	3,827,004	6,022,286	9,849,290	8,803
Total liabilities	5,555,386	7,842,735	13,398,121	35,845
Net position				
Net investment in capital assets	23,098,432	11,301,432	34,399,864	2,334,144
Unrestricted (deficit)	4,345,605	(5,489,455)	(1,143,850)	504,666
Total net position	\$ 27,444,037	\$ 5,811,977	\$ 33,256,014	\$ 2,838,810

The accompanying notes are an integral part of these basic financial statements.

Municipal Building Construction	Parks and Recreation Improvements	Total
\$ -	\$ -	\$ 572,810
29,239	-	29,239
10,765	14,112	38,535
-	-	170,478
40,004	14,112	811,062
117	-	174,889
-	153	153
-	-	210,970
117	153	386,012
39,887	13,959	425,050
-	1,065,000	1,065,000
-	-	(30,000)
-	1,065,000	1,035,000
39,887	1,078,959	1,460,050
378,000	494,733	1,169,101
\$ 417,887	\$ 1,573,692	\$ 2,629,151

CITY OF OAK PARK, MICHIGAN

Combining Statement of Revenues, Expenditures, and Changes in Fund Balances

Nonmajor Governmental Funds
Special Revenue Funds
For the Year Ended June 30, 2023

	Major Streets	Local Streets	Solid Waste	Narcotics Forfeiture
Revenues				
Property taxes	\$ -	\$ -	\$ 1,579,708	\$ -
Special assessments	32,137	14,280	-	-
Intergovernmental:				
Federal grants	-	-	-	358
State grants	2,363,971	919,864	12,324	-
Charges for services	-	-	1,690,254	-
Fines and forfeitures	-	-	-	-
Investment income	46,592	59,678	61,291	980
Other	118,134	11,250	-	-
Total revenues	2,560,834	1,005,072	3,343,577	1,338
Expenditures				
Current:				
Judicial	-	-	-	-
Public safety	-	-	-	11
Road maintenance and repair	3,296,551	1,302,549	-	-
Health and sanitation	-	-	3,050,772	-
Library	-	-	-	-
Community development	-	-	-	-
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total expenditures	3,296,551	1,302,549	3,050,772	11
Revenues over (under) expenditures	(735,717)	(297,477)	292,805	1,327
Other financing sources (uses)				
Transfers in	-	175,000	-	-
Transfers out	(175,000)	-	-	-
Total other financing sources (uses)	(175,000)	175,000	-	-
Net change in fund balances	(910,717)	(122,477)	292,805	1,327
Fund balances (deficits), beginning of year	2,226,560	2,120,211	1,768,107	33,877
Fund balances (deficits), end of year	\$ 1,315,843	\$ 1,997,734	\$ 2,060,912	\$ 35,204

CITY OF OAK PARK, MICHIGAN

Notes to Financial Statements

9. CAPITAL ASSETS

Capital asset activity for the year of the City's governmental activities was as follows:

	Beginning Balance	Additions	Disposals	Transfers	Ending Balance
Governmental activities					
Capital assets not being depreciated/amortized:					
Land	\$ 1,617,369	\$ -	\$ -	\$ -	\$ 1,617,369
Rights-of-way	600,818	-	-	-	600,818
Work in progress	-	2,116,121	-	-	2,116,121
	<u>2,218,187</u>	<u>2,116,121</u>	<u>-</u>	<u>-</u>	<u>4,334,308</u>
Capital assets being depreciated/amortized:					
Infrastructure - roads	109,116,274	624,858	-	-	109,741,132
Infrastructure - sidewalks	6,660,947	151,035	-	-	6,811,982
Buildings	21,295,079	6,400	-	-	21,301,479
Improvements	4,866,791	309,791	-	-	5,176,582
Library collection	783,258	45,389	(4,539)	-	824,108
Vehicles and equipment	6,076,291	175,479	(477,810)	-	5,773,960
Other equipment	3,238,992	656,196	-	-	3,895,188
Lease equipment (Note 10)	71,168	-	-	-	71,168
	<u>152,108,800</u>	<u>1,969,148</u>	<u>(482,349)</u>	<u>-</u>	<u>153,595,599</u>
Less accumulated depreciation/amortization for:					
Infrastructure - roads	(92,743,908)	(1,616,034)	-	-	(94,359,942)
Infrastructure - sidewalks	(4,418,803)	(193,517)	-	-	(4,612,320)
Buildings	(6,191,955)	(431,552)	-	-	(6,623,507)
Improvements	(2,681,605)	(184,376)	-	-	(2,865,981)
Library collection	(585,887)	(49,492)	4,539	-	(630,840)
Vehicles and equipment	(3,628,415)	(289,211)	477,810	-	(3,439,816)
Other equipment	(2,035,604)	(216,291)	-	-	(2,251,895)
Lease equipment (Note 10)	(14,234)	(14,234)	-	-	(28,468)
	<u>(112,300,411)</u>	<u>(2,994,707)</u>	<u>482,349</u>	<u>-</u>	<u>(114,812,769)</u>
Total capital assets being depreciated/amortized, net	<u>39,808,389</u>	<u>(1,025,559)</u>	<u>-</u>	<u>-</u>	<u>38,782,830</u>
Governmental activities capital assets, net	<u>\$ 42,026,576</u>	<u>\$ 1,090,562</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 43,117,138</u>

CITY OF OAK PARK, MICHIGAN

Notes to Financial Statements

Capital asset activity for the year of the City's business-type activities was as follows:

	Beginning Balance	Additions	Disposals	Transfers	Ending Balance
Business-type activities					
Capital assets not being depreciated/amortized:					
Land	\$ 11,502	\$ -	\$ -	\$ -	\$ 11,502
Work in progress	1,768,418	3,437,143	-	(3,486,644)	1,718,917
	<u>1,779,920</u>	<u>3,437,143</u>	<u>-</u>	<u>(3,486,644)</u>	<u>1,730,419</u>
Capital assets being depreciated/amortized:					
Buildings	86,500	-	-	-	86,500
Garage	24,564	-	-	-	24,564
Vehicles and equipment	1,570,627	253,394	-	-	1,824,021
Water system	18,033,996	489,495	-	2,113,692	20,637,183
Water - hydrants	605,836	-	-	-	605,836
Water - tanks	442,873	-	-	-	442,873
Water - pump station	1,150,089	-	-	-	1,150,089
Water - master meter	27,514	-	-	-	27,514
Water - reservoir	852,719	-	-	-	852,719
Water - reservoir pump	677,557	-	-	-	677,557
Sewer system	23,072,628	562,329	-	1,372,952	25,007,909
Lease equipment (Note 10)	9,319	-	-	-	9,319
	<u>46,554,222</u>	<u>1,305,218</u>	<u>-</u>	<u>3,486,644</u>	<u>51,346,084</u>
Less accumulated depreciation/amortization for:					
Buildings	(86,500)	-	-	-	(86,500)
Garage	(24,564)	-	-	-	(24,564)
Vehicles and equipment	(1,361,167)	(91,876)	-	-	(1,453,043)
Water system	(5,513,168)	(263,641)	-	-	(5,776,809)
Water - hydrants	(473,020)	(6,306)	-	-	(479,326)
Water - tanks	(300,145)	(27,604)	-	-	(327,749)
Water - pump station	(1,020,785)	(17,078)	-	-	(1,037,863)
Water - master meter	(24,075)	(344)	-	-	(24,419)
Water - reservoir	(575,508)	(4,400)	-	-	(579,908)
Water - reservoir pump	(426,816)	(16,695)	-	-	(443,511)
Sewer system	(6,597,639)	(587,801)	-	-	(7,185,440)
Lease equipment (Note 10)	(2,330)	(2,330)	-	-	(4,660)
	<u>(16,405,717)</u>	<u>(1,018,075)</u>	<u>-</u>	<u>-</u>	<u>(17,423,792)</u>
Total capital assets					
being depreciated/amortized, net	<u>30,148,505</u>	<u>287,143</u>	<u>-</u>	<u>3,486,644</u>	<u>33,922,292</u>
Business-type activities					
capital assets, net	<u>\$ 31,928,425</u>	<u>\$ 3,724,286</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 35,652,711</u>

CITY OF OAK PARK, MICHIGAN

Notes to Financial Statements

11. BONDS, NOTES, AND OTHER LONG-TERM LIABILITIES

The following is a summary of bonds, notes and other long-term liabilities transactions of the City for the year ended June 30, 2023:

	Beginning Balance	Additions	Deductions	Ending Balance	Due Within One Year
Governmental activities					
General obligation bonds					
\$9,150,000, 2012 Refunding Street Improvement, installments of \$520,000 to \$660,000 through May 1, 2028, interest at 2.0 to 3.0%	\$ 3,880,000	\$ -	\$ (635,000)	\$ 3,245,000	\$ 640,000
\$7,825,000, 2015 Refunding Bond, installments of \$415,000 to \$755,000 through May 1, 2030, interest at 4.0%	5,075,000	-	(530,000)	4,545,000	550,000
\$9,145,000, 2020 Refunding Bond, installments of \$50,000 to \$740,000 through May 1, 2036, interest at 3.0%	8,605,000	-	(505,000)	8,100,000	520,000
Total governmental activities bonds	17,560,000	-	(1,670,000)	15,890,000	1,710,000
Unamortized premium:					
2012 G.O. bonds	60,219	-	(10,036)	50,183	10,036
2015 G.O. bonds	478,126	-	(53,126)	425,000	53,126
2020 G.O. bonds	743,560	-	(53,111)	690,449	53,111
Direct borrowings:					
\$1,700,000 note payable refunding, installments of \$65,000 to \$135,000 through November 1, 2036, interest ranging from 2.0% - 5.0%	1,565,000	-	(70,000)	1,495,000	75,000
Unamortized premium - Note payable refunding	205,806	-	(13,720)	192,086	13,720
Leases liability (Note 10)	49,857	-	(20,870)	28,987	21,504
Compensated absences	2,305,050	1,006,338	(854,979)	2,456,409	855,073
Total governmental activities	\$ 22,967,618	\$ 1,006,338	\$ (2,745,842)	\$ 21,228,114	\$ 2,791,570

CITY OF OAK PARK, MICHIGAN

Notes to Financial Statements

	Beginning Balance	Additions	Deductions	Ending Balance	Due Within One Year
Business-type activities					
Water revenue bonds					
George W. Kuhn Drain installments of \$65,707 to \$1,054,343 through April 1, 2029, interest at 1.625% to 2.5%	\$ 2,102,746	\$ -	\$ (853,582)	\$ 1,249,164	\$ 857,091
Leases liability (Note 10)	6,532	-	(2,849)	3,683	2,935
Claims and judgments	587,500	-	(587,500)	-	-
Compensated absences	252,246	50,859	(72,645)	230,460	72,645
Total business-type activities	<u>\$ 2,949,024</u>	<u>\$ 50,859</u>	<u>\$ (1,516,576)</u>	<u>\$ 1,483,307</u>	<u>\$ 932,671</u>

Annual debt service requirements to maturity for bonds are as follows:

Year Ended June 30,	Governmental Activities		Business-type Activities	
	Principal	Interest	Principal	Interest
2024	\$ 1,710,000	\$ 510,875	\$ 857,091	\$ 30,190
2025	1,755,000	458,875	84,871	9,114
2026	1,805,000	403,700	86,808	7,214
2027	1,855,000	346,750	76,658	5,270
2028	1,915,000	284,700	78,027	3,474
2029-2033	4,695,000	706,300	65,709	1,643
2034-2036	2,155,000	130,650	-	-
	<u>\$ 15,890,000</u>	<u>\$ 2,841,850</u>	<u>\$ 1,249,164</u>	<u>\$ 56,905</u>

CITY OF OAK PARK, MICHIGAN

Required Supplementary Information

General Employees' Retirement System

Schedule of Changes in the City's Net Pension Liability and Related Ratios

	Year Ended June 30,			
	2023	2022	2021	2020
Change in total pension liability				
Service cost	\$ 176,411	\$ 198,653	\$ 259,662	\$ 223,187
Interest	2,662,282	2,688,373	2,644,822	2,753,237
Differences between expected and actual experience	940,357	(81,265)	66,234	(652,298)
Changes of assumptions	-	73,104	(1,985,019)	2,189,212
Benefit payments, including refunds of member contributions	(3,237,625)	(3,221,064)	(3,196,819)	(3,187,595)
Other changes	-	-	-	-
Net change in total pension liability	<u>541,425</u>	<u>(342,199)</u>	<u>(2,211,120)</u>	<u>1,325,743</u>
Total pension liability, beginning	<u>39,474,997</u>	<u>39,817,196</u>	<u>42,028,316</u>	<u>40,702,573</u>
Total pension liability, ending (a)	<u>40,016,422</u>	<u>39,474,997</u>	<u>39,817,196</u>	<u>42,028,316</u>
Change in plan fiduciary net position				
Contributions - employer	1,631,280	1,933,659	1,931,198	1,700,000
Contributions - member	43,829	42,972	48,232	47,913
Net investment income (loss)	1,950,567	(2,776,791)	4,935,665	374,841
Benefit payments, including refunds of member contributions	(3,237,625)	(3,221,064)	(3,196,819)	(3,187,595)
Administrative expense	-	-	-	-
Other - transfer to Public Safety Employees' Retirement System	-	-	-	-
Net change in plan fiduciary net position	<u>388,051</u>	<u>(4,021,224)</u>	<u>3,718,276</u>	<u>(1,064,841)</u>
Plan fiduciary net position, beginning	<u>18,070,440</u>	<u>22,091,664</u>	<u>18,373,388</u>	<u>19,438,229</u>
Plan fiduciary net position, ending (b)	<u>18,458,491</u>	<u>18,070,440</u>	<u>22,091,664</u>	<u>18,373,388</u>
City's net pension liability, ending (a)-(b)	<u>\$ 21,557,931</u>	<u>\$ 21,404,557</u>	<u>\$ 17,725,532</u>	<u>\$ 23,654,928</u>
Plan fiduciary net position as a percentage of the total pension liability	46.13%	45.78%	55.48%	43.72%
Covered payroll	\$ 1,128,755	\$ 1,181,068	\$ 1,415,952	\$ 1,385,953
City's net pension liability as a percentage of covered payroll	1909.89%	1812.31%	1251.85%	1706.76%

See notes to required supplementary information.

CITY OF OAK PARK, MICHIGAN

Required Supplementary Information

Public Safety Employees' Retirement System

Schedule of Changes in the City's Net Pension Liability and Related Ratios

	Year Ended June 30,			
	2023	2022	2021	2020
Change in total pension liability				
Service cost	\$ 892,313	\$ 915,758	\$ 1,097,113	\$ 940,528
Interest	5,817,009	5,682,653	5,481,747	5,372,543
Differences between expected and actual experience	2,417,854	523,428	(168,657)	516,897
Changes of assumptions	-	103,602	(4,737,725)	5,155,187
Benefit payments, including refunds of member contributions	(5,865,164)	(4,700,081)	(4,589,811)	(4,525,738)
Other changes	-	-	-	-
Net change in total pension liability	<u>3,262,012</u>	<u>2,525,360</u>	<u>(2,917,333)</u>	<u>7,459,417</u>
Total pension liability, beginning	<u>85,140,400</u>	<u>82,615,040</u>	<u>85,532,373</u>	<u>78,072,956</u>
Total pension liability, ending (a)	<u>88,402,412</u>	<u>85,140,400</u>	<u>82,615,040</u>	<u>85,532,373</u>
Change in plan fiduciary net position				
Contributions - employer	3,043,166	3,467,985	3,408,962	3,100,000
Contributions - member	526,000	521,733	486,259	501,987
Net investment income (loss)	5,281,117	(7,413,178)	12,013,756	972,322
Benefit payments, including refunds of member contributions	(5,865,164)	(4,700,081)	(4,589,811)	(4,525,738)
Administrative expense	-	-	-	-
Other - transfer from Employees' Retirement System	-	-	-	-
Net change in plan fiduciary net position	<u>2,985,119</u>	<u>(8,123,541)</u>	<u>11,319,166</u>	<u>48,571</u>
Plan fiduciary net position, beginning	<u>48,072,336</u>	<u>56,195,877</u>	<u>44,876,711</u>	<u>44,828,140</u>
Plan fiduciary net position, ending (b)	<u>51,057,455</u>	<u>48,072,336</u>	<u>56,195,877</u>	<u>44,876,711</u>
City's net pension liability, ending (a)-(b)	<u>\$ 37,344,957</u>	<u>\$ 37,068,064</u>	<u>\$ 26,419,163</u>	<u>\$ 40,655,662</u>
 Plan fiduciary net position as a percentage of the total pension liability	 57.76%	 56.46%	 68.02%	 52.47%
 Covered payroll	 \$ 4,163,630	 \$ 4,161,797	 \$ 4,416,345	 \$ 4,626,234
 City's net pension liability as a percentage of covered payroll	 896.93%	 890.67%	 598.21%	 878.81%

See notes to required supplementary information.

CITY OF OAK PARK, MICHIGAN

Required Supplementary Information

Employees' Retirement System and Public Safety Employees' Retirement System
Schedule of City Contributions

Fiscal Year Ended	Actuarially Determined Contribution	Contributions in Relation to the Actuarially Determined Contribution	Contribution Deficiency (Excess)	Covered Payroll	Contributions as a Percentage of Covered Payroll
Employees' Retirement System					
6/30/2023	\$ 1,631,280	\$ 1,631,280	\$ -	\$ 1,128,755	144.52%
6/30/2022	1,583,150	1,933,659	(350,509)	1,181,068	163.72%
6/30/2021	1,585,765	1,931,198	(345,433)	1,415,952	136.39%
6/30/2020	1,584,904	1,700,000	(115,096)	1,385,953	122.66%
6/30/2019	1,678,746	1,850,000	(171,254)	1,572,221	117.67%
6/30/2018	1,384,659	1,445,558	(60,899)	1,706,969	84.69%
6/30/2017	1,256,953	1,338,260	(81,307)	1,695,162	78.95%
6/30/2016	1,318,377	1,336,565	(18,188)	1,786,708	74.81%
6/30/2015	1,272,539	1,272,539	-	1,885,123	67.50%
6/30/2014	1,211,912	1,367,086	(155,174)	1,998,057	68.42%
Public Safety Employees' Retirement System					
6/30/2023	\$ 3,043,166	\$ 3,043,166	\$ -	\$ 4,163,630	73.09%
6/30/2022	2,904,805	3,467,985	(563,180)	4,161,797	83.33%
6/30/2021	3,011,118	3,408,962	(397,844)	4,416,345	77.19%
6/30/2020	2,997,391	3,100,000	(102,609)	4,626,234	67.01%
6/30/2019	3,099,614	3,381,218	(281,604)	4,726,656	71.54%
6/30/2018	2,550,106	2,551,000	(894)	4,436,592	57.50%
6/30/2017	2,314,911	2,387,270	(72,359)	4,169,534	57.26%
6/30/2016	2,326,055	2,521,391	(195,336)	4,041,630	62.39%
6/30/2015	2,159,875	2,438,761	(278,886)	3,954,232	61.67%
6/30/2014	2,105,664	2,869,461	(763,797)	3,727,181	76.99%

See notes to required supplementary information.

CITY OF OAK PARK, MICHIGAN

Required Supplementary Information

General Retiree Healthcare Plan

Schedule of Changes in the City's Net Other Postemployment Benefit Liability and Related Ratios

	Year Ended June 30,		
	2023	2022	2021
Change in total other postemployment benefit liability			
Service cost	\$ 175,501	\$ 233,274	\$ 282,644
Interest	1,111,029	1,062,008	1,028,049
Differences between expected and actual experience	(98,078)	(1,132,521)	(26,336)
Changes of assumptions	247,480	(2,524,662)	(2,719,705)
Benefit payments, including refunds of member contributions	(1,197,477)	(1,681,329)	(1,129,684)
Net change in total other postemployment benefit liability	<u>238,455</u>	<u>(4,043,230)</u>	<u>(2,565,032)</u>
Total other postemployment benefit liability, beginning	<u>25,112,757</u>	<u>29,155,987</u>	<u>31,721,019</u>
Less amounts for Court Retiree Healthcare Plan (1)	<u>-</u>	<u>-</u>	<u>-</u>
Total other postemployment benefit liability, ending (a)	<u>25,351,212</u>	<u>25,112,757</u>	<u>29,155,987</u>
Change in plan fiduciary net position			
Contributions - employer	1,197,477	1,681,329	1,354,684
Net investment income (loss)	163,480	(67,930)	193,852
Benefit payments, including refunds of member contributions	(1,197,477)	(1,681,329)	(1,129,684)
Administrative expense	(5,855)	(2,796)	(5,873)
Net change in plan fiduciary net position	<u>157,625</u>	<u>(70,726)</u>	<u>412,979</u>
Plan fiduciary net position, beginning	<u>2,755,466</u>	<u>2,826,192</u>	<u>2,413,213</u>
Plan fiduciary net position, ending (b)	<u>2,913,091</u>	<u>2,755,466</u>	<u>2,826,192</u>
City's net other postemployment benefit liability, ending (a)-(b)	<u>\$ 22,438,121</u>	<u>\$ 22,357,291</u>	<u>\$ 26,329,795</u>
Plan fiduciary net position as a percentage of the total other postemployment benefit liability	11.49%	10.97%	9.69%
Covered payroll	\$ 1,222,408	\$ 1,047,392	\$ 1,459,487
City's net other postemployment benefit liability as a percentage of covered payroll	1835.57%	2134.57%	1804.04%

See notes to required supplementary information.

CITY OF OAK PARK, MICHIGAN

Required Supplementary Information

Public Safety Retiree Healthcare Plan

Schedule of Changes in the City's Net Other Postemployment Benefit Liability and Related Ratios

	Year Ended June 30,		
	2023	2022	2021
Change in total other postemployment benefit liability			
Service cost	\$ 334,218	\$ 656,045	\$ 616,516
Interest	1,366,280	1,267,351	1,337,145
Differences between expected and actual experience	(95,236)	(1,570,441)	176,086
Changes of assumptions	352,837	(3,742,600)	724,292
Benefit payments, including refunds of member contributions	(1,181,412)	(1,276,616)	(1,268,492)
Net change in total other postemployment benefit liability	776,687	(4,666,261)	1,585,547
Total other postemployment benefit liability, beginning	30,618,256	35,284,517	33,698,970
Total other postemployment benefit liability, ending (a)	31,394,943	30,618,256	35,284,517
Change in plan fiduciary net position			
Contributions - employer	1,181,412	1,276,616	1,493,492
Net investment income (loss)	225,759	(93,808)	263,345
Benefit payments, including refunds of member contributions	(1,181,412)	(1,276,616)	(1,268,492)
Administrative expense	(8,085)	(3,861)	(7,978)
Net change in plan fiduciary net position	217,674	(97,669)	480,367
Plan fiduciary net position, beginning	3,661,147	3,758,816	3,278,449
Plan fiduciary net position, ending (b)	3,878,821	3,661,147	3,758,816
City's net other postemployment benefit liability, ending (a)-(b)	\$ 27,516,122	\$ 26,957,109	\$ 31,525,701
Plan fiduciary net position as a percentage of the total other postemployment benefit liability	12.35%	11.96%	10.65%
Covered payroll	\$ 2,617,472	\$ 2,499,530	\$ 4,873,478
City's net other postemployment benefit liability as a percentage of covered payroll	1051.25%	1078.49%	646.88%

See notes to required supplementary information.

CITY OF OAK PARK, MICHIGAN

Required Supplementary Information

Court Retiree Healthcare Plan

Schedule of Changes in the City's Net Other Postemployment Benefit Liability and Related Ratios

	Year Ended June 30,		
	2023	2022	2021
Change in total other postemployment benefit liability			
Service cost	\$ 72,117	\$ 80,950	\$ 118,029
Interest	157,316	159,825	150,768
Differences between expected and actual experience	(98,907)	(549,794)	(2,023)
Changes of assumptions	28,232	(322,506)	(351,432)
Benefit payments, including refunds of member contributions	(127,518)	(192,653)	(192,408)
Net change in total other postemployment benefit liability	<u>31,240</u>	<u>(824,178)</u>	<u>(277,066)</u>
Total other postemployment benefit liability, beginning	<u>3,487,565</u>	<u>4,311,743</u>	<u>4,588,809</u>
Total other postemployment benefit liability, ending (a)	<u>3,518,805</u>	<u>3,487,565</u>	<u>4,311,743</u>
Change in plan fiduciary net position			
Contributions - employer	136,911	211,947	219,402
Contributions - member	-	-	-
Net investment income (loss)	-	(173)	549
Benefit payments, including refunds of member contributions	(127,518)	(192,653)	(192,408)
Administrative expense	-	-	(26)
Other	-	-	-
Net change in plan fiduciary net position	<u>9,393</u>	<u>19,121</u>	<u>27,517</u>
Plan fiduciary net position, beginning	<u>84,064</u>	<u>64,943</u>	<u>37,426</u>
Plan fiduciary net position, ending (b)	<u>93,457</u>	<u>84,064</u>	<u>64,943</u>
City's net other postemployment benefit liability, ending (a)-(b)	<u>\$ 3,425,348</u>	<u>\$ 3,403,501</u>	<u>\$ 4,246,800</u>
Plan fiduciary net position as a percentage of the total other postemployment benefit liability	2.66%	2.41%	1.51%
Covered payroll	\$ 412,913	\$ 397,009	\$ 411,524
City's net other postemployment benefit liability as a percentage of covered payroll	829.56%	857.29%	1031.97%

See notes to required supplementary information.



1200 N. Telegraph Road, Dept. 479
Pontiac, MI 48341-0479
(248) 858-0611
oakgov.com/treasurer

Robert Wittenberg, Treasurer

Jody Weissler DeFoe, Chief Deputy Treasurer

Oakland County Treasurer's Office Foreclosure Prevention

The Oakland County Treasurer's Office is in the final stretch of our Foreclosure Prevention efforts. The tax foreclosure deadline for the 2021 or prior year taxes is on April 1, 2024. That means if these taxes aren't paid off by April 1st or any interested party hasn't entered into a repayment schedule with the Treasurer's office by then, the property will be foreclosed.

Since December of 2023, the Treasurer's office has conducted over a thousand Taxpayer Assistance Meetings to assist taxpayers with keeping their properties by working with them to get on a repayment schedule and/or by identifying resources that may be beneficial to them and their situation. We are here to help and strongly encourage taxpayers to contact us before the tax foreclosure deadline if they have delinquent taxes for 2021 or prior tax years. Taxpayers interested in scheduling a Taxpayer Assistance Meeting may call us at 248-858-0611 or they may visit www.oakgov.com/treasurer

Some of the resources available to assist taxpayers include:

- **Financial Empowerment Center** in the Treasurer's Office which provides one-on-one financial coaching and services to help taxpayers achieve their financial goals. Contact Reda at nafsor@oakgov.com or 248-807-5287.
- **Lakeshore Legal Aid** provides free legal services to people who are low income and seniors. 1-888-783-8190 is the number for new clients.

Again, we are here to help and strongly encourage taxpayers to contact the Treasurer's office if they have delinquent taxes for 2021 or prior tax years. If taxpayers are interested in scheduling a Taxpayer Assistance Meeting, they may call us at 248-858-0611 or they may visit www.oakgov.com/treasurer.

Thank you!

A handwritten signature in black ink, appearing to read "Robert Wittenberg".

Robert Wittenberg
Oakland County Treasurer



1155 Brewery Park Blvd, Ste 200
Detroit, Michigan 48207
313-446-1530
Tax I.D. 38-1879991

Invoice 621050

February 8, 2024

Erik Tungate
City of Oak Park
14000 Oak Park Blvd.
Oak Park, MI 48327

Re: In Re: City of Oak Park

*Client 7406
Matter 1*

Statement for City Attorney Legal Services

For Legal Services Rendered Through Wednesday, January 31, 2024

\$14,583.33

Fee Total

Costs Advanced:

Date	Description	Amount
01/12/24	Reproduction Charges 15 @ 0.15	2.25
01/16/24	Reproduction Charges 1 @ 0.15	0.15
Total Costs Advanced		<u>\$ 2.40</u>

Total Fees and Disbursements: \$14,585.73

*Invoices for legal services are due upon receipt. To ensure proper application of your payment,
Please indicate our invoice number and client/matter number on your remittance.*



1155 Brewery Park Blvd, Ste 200
Detroit, Michigan 48207
313-446-1530
Tax I.D. 38-1879991

Invoice 621051

February 8, 2024

Erik Tungate
City of Oak Park
14000 Oak Park Blvd.
Oak Park, MI 48327

Re: City of Oak Park v ATE Mile LLC

*Client 7406
Matter 49*

Statement for City Attorney Legal Services

For Legal Services Rendered Through Wednesday, January 31, 2024

\$ 262.50

Fee Total

Total Costs Advanced

\$ 0.00

Total Fees and Disbursements: \$ 262.50

*Invoices for legal services are due upon receipt. To ensure proper application of your payment,
Please indicate our invoice number and client/matter number on your remittance.*



1155 Brewery Park Blvd, Ste 200
Detroit, Michigan 48207
313-446-1530
Tax I.D. 38-1879991

Invoice 621052

February 8, 2024

Erik Tungate
City of Oak Park
14000 Oak Park Blvd.
Oak Park, MI 48327

*Re: City of Oak Park v Najah Aziz (re 21950
Eastwood)*

*Client 7406
Matter 47*

Statement for City Attorney Legal Services

For Legal Services Rendered Through Wednesday, January 31, 2024

\$1,820.00

Fee Total

Costs Advanced:

Date	Description	Amount
01/04/24	Fee to State of Michigan for address record needed for service on Aziz	15.00
01/15/24	Electronic Filing Fee via MiFile - Aziz- Oak Park Motion for Default Jmt	20.60
Total Costs Advanced		<u>\$ 35.60</u>

Total Fees and Disbursements: \$1,855.60

*Invoices for legal services are due upon receipt. To ensure proper application of your payment,
Please indicate our invoice number and client/matter number on your remittance.*



GREAT LAKES LAW FIRM SERVING CLIENTS NATIONALLY

1155 Brewery Park Blvd, Ste 200
Detroit, Michigan 48207
313-446-1530
Tax I.D. 38-1879991

Invoice 621053

February 8, 2024

Erik Tungate
City of Oak Park
14000 Oak Park Blvd.
Oak Park, MI 48327

*Re: City of Oak Park v Oak Park Investment Group
& The Chaldean Catholic Church of the United
States*

*Client 7406
Matter 48*

Statement for City Attorney Legal Services

For Legal Services Rendered Through Wednesday, January 31, 2024

\$1,347.50

Fee Total

Total Costs Advanced

\$ 0.00

Total Fees and Disbursements: \$1,347.50

*Invoices for legal services are due upon receipt. To ensure proper application of your payment,
Please indicate our invoice number and client/matter number on your remittance.*

MEMORANDUM

TO: Mayor Marian McClellan
Hon. City Council

FROM: Ebony L. Duff, City Attorney

SUBJECT: Request for METROAct Permit Extension– Crown Castle Fiber, LLC

DATE: February 5, 2024

Honorable Mayor and Council:

On or about January 9, 2024, the City of Oak Park received a request for an extension to a METROAct Permit initially issued to Crown Castle Fiber, L.L.C. (previously known as Fiber Technologies Networks, L.L.C.) on or about April 22, 2014 and first extended January 7, 2019. The Permit allowed Crown Castle to install fiber optic cable in the public rights-of-way within the City for the purpose of providing telecommunication service to its customers. The installation includes both underground installation and aerial paths primarily along existing DTE poles. Crown Castle submitted a current route map and current insurance certificates will be required in accordance with the statutory requirements of Public Act No. 48 of 2002 as well as the City of Oak Park Code of Ordinances Chapter 71 regarding Telecommunication Services.

As the documents submitted by Crown Castle comply with the statutory requirements, I recommend approval of the request for an extension. I have attached a proposed Resolution approving the extension along with a copy of the proposed Permit Extension and documents submitted by Crown Castle for your review and approval at the City Council Meeting on February 5, 2024.

Thank you for your consideration of this recommendation.

Respectfully,

Ebony L. Duff

**CITY OF OAK PARK
RESOLUTION TO APPROVE REQUEST FROM
CROWN CASTLE FIBER, LLC (PREVIOUSLY KNOWN AS FIBER TECHNOLOGIES
NETWORKS, LLC) FOR EXTENSION OF METRO ACT RIGHT OF WAY PERMIT**

WHEREAS, on or about April 22, 2014, the City of Oak Park initially issued a METRO Act Right-of-Way Telecommunications Permit ("Permit") to Crown Castle Fiber, L.L.C., previously known as Fiber Technologies Networks, L.L.C. ("Crown Castle") which was first extended on January 7, 2019; and

WHEREAS, the term of the Permit was five years and shall expire on May 1, 2024; and

WHEREAS, Crown Castle has submitted a request to extend the Permit for an additional five year term to expire on May 1, 2029; and

WHEREAS, the City is aware of no reason to deny the request to extend the Permit for five years.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Oak Park, Oakland County, Michigan, that:

1. The request by Crown Castle for an extension of their METRO Act Permit through May 1, 2029, is hereby approved.
2. The City Manager is authorized and directed to execute the Permit Extension, in substantially the form attached hereto.
3. All resolutions inconsistent with this Resolution be and hereby are rescinded to the extent of such inconsistency.

Ayes: _____

Nays: _____

Absent: _____

Resolution declared adopted.

I hereby certify that the foregoing constitutes a true and complete copy of a Resolution adopted by the City of Oak Park, County of Oakland, State of Michigan, at a regular meeting held on Monday, February 5, 2024, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

T. Edwin Norris, City Clerk



CITY OF OAK PARK, MI STAFF REPORT

AGENDA FOR: February 19, 2024

SUBJECT: Approval of "Oak Park Woods at Shepherd Park" as the name of Oakland County's section of Shepherd Park

DEPARTMENT: Administration

FROM: Crystal VanVleck, Deputy City Manager

SUMMARY: As part of the partnership between Oakland County and the City of Oak Park, which was solidified in an Interlocal Agreement approved by Council on July 17, 2023, Oakland County will operate a portion of Shepherd Park for twenty years. The County will be investing upwards of \$1.5 million dollars in Shepherd Park, which will include upgrades to Shelters, playground equipment, and the trail system. The County is proposing to name this section of the park "Oak Park Woods at Shepherd Park."

FINANCIAL STATEMENT: NA

RECOMMENDED ACTION: It is recommended that Council approve the County's request to name the section of Shepherd Park that they are operating "Oak Park Woods at Shepherd Park".

EXHIBITS: None



CITY OF OAK PARK, MI STAFF REPORT

AGENDA FOR: February 19, 2024

SUBJECT: Request to approve the contract with Dickinson Wright for professional services for Bond Counsel

DEPARTMENT: Administration

FROM: Erik Tungate, City Manager

SUMMARY: In December 2023, a request for proposals was sent to Public Service Legal firms. The City Manager designated an RFP selection team to evaluate and review each of the four (4) proposal submissions. The team evaluated the proposals based on criteria such as prior experience, project team, project fees and incidentals. This review led to a top proposal submitted by Dickinson Wright.

FINANCIAL STATEMENT: The pricing for bond counsel services is listed as Exhibit B

RECOMMENDED ACTION: It is recommended to approve the professional services contract with Dickinson Wright. The contract will require review and approval by the City Attorney before execution. Funding is available through bond proceeds.

EXHIBITS:

1. Rating Sheet, Dickinson Wright Fee Proposal, and Letter of Understanding

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Exhibit B

Dickinson Wright Fee Proposal

We normally charge a fixed fee for our services as bond counsel, which fee is paid customarily upon closing of a bond issue. We propose the following fee schedule:

(a)

BONDS	
Amount of Proceeds	Fee
\$1,000,000 or less	1% of amount of bond proceeds (minimum-\$7,500)
\$1,000,001 to \$3,000,000	\$10,000 plus .5% of amount of bond proceeds in excess of \$1,000,000
\$3,000,001 to \$8,000,000	\$20,000 plus .15% of amount of bond proceeds in excess of \$3,000,000
Over \$8,000,000	\$27,500 plus .1% of amount of bond proceeds in excess of \$10,000,000

(b)

Notwithstanding the proposed fee schedule, we propose a one-time fee of \$39,500 for bond counsel services for the Future Financing for a new Community Center ranging in size between 50,000 and 80,000 square feet in an estimated principal amount of \$44 million, as described in the City's Request for Proposal – Bond Counsel.

Our duties as bond counsel are limited to those legal services expressly described in our proposal and which are services traditionally provided by bond counsel. As attorneys, we do not represent ourselves as financial advisors or experts and do not provide advice that is primarily financial in nature, such as advice concerning the financial feasibility of a project or a financing, recommending a particular structure for bonds as being financially advantageous, advice estimating or comparing the relative cost to maturity of bonds depending on various interest rate assumptions, or advice regarding the financial aspects of pursuing a competitive sale versus a negotiated sale.

Such fees described above do not include extraordinary services such as the handling of litigation that may arise with respect to the bond or note issues, services in connection with property acquisition and condemnation, advising in connection with the preparation or examination of applications for federal grants or loans, preparation of special assessment proceedings, arbitrage rebate calculations services, post-closing disclosure services and other services that we may agree in advance are of an extraordinary nature. We propose that such work, if requested, be charged at hourly rates to be agreed upon by the City and our firm.

In addition to our fees for services, we would expect to be reimbursed for actual out-of-pocket expenses, including, among other things, travel expenses and special postage and delivery expenses. Payment of our fees for services and expenses would be due upon delivery of the bonds and receipt of bond proceeds.



If the City requested our legal services in connection with a public-private partnership financing, our legal fees would be charged at our customary hourly rates, which we would discuss with you and agree upon prior to the commencement of any engagement.

Although Dickinson Wright is large enough to offer expertise in specialty areas, it is small enough to take a personal approach, giving each client the kind of immediate, direct service that is carefully tailored to individual needs. Dickinson Wright prides itself in the high quality of its attorneys' work product, its responsiveness to clients' needs, its sense of professionalism, and its ability to accomplish tasks in a cost efficient manner. We strongly believe in and are committed to the aid and assistance of governmental entities, and are keenly aware of the need for adequate funding. This is realized through our commitment to excellence in legal service, pro bono contribution to the cause of public government, and a never ceasing desire to elevate the legal understanding of public sector clients. When we commit to the representation of a governmental entity, we assume the relationship will be a long one and we proceed accordingly.

Exhibit C

February 14, 2024

Via Email

City Council
City of Oak Park, Michigan

Dear Mayor and Council:

The purpose of this letter is to set forth certain matters concerning the services we will perform as bond counsel to the City of Oak Park, Oakland County, Michigan (the "City") in connection with the issuance of bonds in an amount presently estimated not to exceed \$44,000,000 (the "Bonds") by the City to finance the cost of constructing a new Community Center, ranging in size between 50,000 to 80,000 square feet, and all work incidental to such facility (the "Project"). The Bonds will be issued and secured pursuant to applicable statutory authority to be identified in consultation with City Administration, the City's municipal financial advisor, and any other consultants the City may designate. We further understand that the Bonds may be sold in a public negotiated or competitive sale pursuant to an official statement and bond purchase agreement or notice of sale, as applicable, as may be recommended to the City by the City's municipal financial advisor.

SCOPE OF ENGAGEMENT

In our capacity as bond counsel, we expect to perform the following services, which services are to be read together with our Proposal for Bond Counsel services dated as of January 19, 2024:

- (1) Meet with representatives of the City and the City's consultants with respect to the proposed financing.
- (2) Provide legal advice as to the best method for authorizing, issuing and delivering the Bonds.
- (3) Analyze the Project and the Bonds for compliance with the requirements of the Internal Revenue Code and applicable Michigan law.
- (4) Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Bonds (including without limitation the resolutions of the governing body of the City declaring official intent to reimburse Project expenditures from Bond proceeds, directing publication of the applicable notice of intent to issue bonds and authorizing the issuance of the Bonds; the order of the authorized officer of the City approving the sale of the Bonds; and all necessary closing documents), and coordinating the authorization and execution of such documents.

City of Oak Park
February 14, 2024
Page 2

(5) Assist the City in seeking from other governmental authorities (including without limitation the Michigan Department of Treasury) such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Bonds, except that we will not be responsible for any blue sky filings.

(6) Attend such meetings, conferences and bond closing as may be required.

(7) Prepare and/or review those portions of any official statement or other disclosure document with respect to the Bonds that describe the legal aspects of the Bonds.

(8) Prepare a notice of sale in connection with a competitive sale of the Bonds or review any bond purchase agreement (or similar) with a purchaser or any request for proposals for a negotiated sale.

(9) Prepare the continuing disclosure undertaking of the City, if required.

(10) Subject to the completion of proceedings to our satisfaction, deliver our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of the interest on the Bonds from gross income for federal and Michigan income tax purposes. Our Bond Opinion will be addressed to the City and will be delivered by us on the date that the Bonds are exchanged for their purchase price (the "Closing").

(11) Make any post-issuance filings required by state and federal law and prepare the closing transcripts for the Bonds.

Our Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the City with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct City officials and employees of the City to cooperate with us in this regard.

Our duties in this engagement are limited to those legal services expressly set forth above, which are services traditionally provided by bond counsel. As attorneys, we do not represent ourselves as financial advisors or experts and do not provide advice which is primarily financial in nature, such as advice concerning the financial feasibility of the financing, recommending a particular structure for the Bonds as being financially advantageous, advice estimating or comparing the relative cost to maturity of the Bonds depending on various interest rate assumptions, or advice regarding the financial aspects of pursuing a competitive sale versus a negotiated sale.

Specifically, among other things, our duties do not include: (a) handling litigation that may arise with respect to the Bonds; (b) preparing or reviewing property tax levy proceedings; (c) property acquisition and condemnation; (d) services relating to any grant funds related to the financing or to any contracts or agreements related thereto; (e) preparing requests for tax rulings from

City of Oak Park
February 14, 2024
Page 3

the Internal Revenue Service or no action letters from the Securities and Exchange Commission; (f) preparing blue sky or investment surveys with respect to the Bonds; (g) making an investigation or expressing any view as to the creditworthiness of the City or the Bonds; (h) except as described in paragraph (7) above, assisting in the preparation or review of any disclosure document with respect to the Bonds, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that such document does not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading; (i) after the Closing, providing continuing advice to the City or any other party concerning any actions necessary to assure that the interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g. our engagement does not include rebate calculations for the Bonds); and (j) addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the City's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the City will not affect, however, our responsibility to render an objective Bond Opinion.

I will be the attorney primarily responsible for managing the financing, and will be assisted by Leiana Monkman-Franklin, a paralegal in our Firm. In addition, Peter Kulick will provide expertise regarding federal tax aspects of the Bonds. Ms. Monkman-Franklin and I are resident in our Troy office and Mr. Kulick is resident in our Lansing office. I will attend any meetings at which our Firm's attendance is requested. Our resumes and other information about our Firm can be found on our website – www.dickinsonwright.com. Please let me know if you would like any additional information.

CONFLICTS

Our Firm may currently and from time to time serve as counsel to a purchaser of the Bonds on matters unrelated to the transactions described in this letter. We do not believe that any such representation of a purchaser as described in this paragraph will adversely affect our representation of, or our relationship with, you.

FEES

Our fee will be payable from Bond proceeds upon delivery of the Bonds. We propose that our fee for performing the services set forth above for the Bonds shall be in the amount of \$39,500. Our fee for services is based upon the facts and expectations set forth above, and we reserve the right

City of Oak Park
February 14, 2024
Page 4

to modify our fee if such facts or expectations significantly change or if the financing experiences any significant delays.

If, for any reason, the financing represented by the Bonds is not consummated or is completed without delivery of our Bond Opinion as bond counsel, or our services are otherwise terminated, we will expect to be compensated at our public sector rates, which rates are less than our standard hourly rates, for time actually spent on your behalf, plus client charges, as described above.

In addition, if the City requests us to perform additional services beyond those set forth in paragraphs (1) to (11) above, we propose that such work be charged at hourly rates to be agreed upon by the City and the Firm.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon delivery of the Bonds. Nevertheless, subsequent to the Closing, we will mail the Internal Revenue Service Form 8038-G, make the required filing with the Michigan Department of Treasury, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

We look forward to working with you.

Very truly yours,



DICKINSON WRIGHT PLLC

Accepted: _____, 2024

CITY OF OAK PARK

By: _____

Name: _____

Its: _____



CITY OF OAK PARK, MI STAFF REPORT

AGENDA FOR: February 19, 2024

SUBJECT: Facade Grant Approval for 25651 Coolidge

DEPARTMENT: Municipal Services

FROM: Kim Marrone, Director of Municipal Services

SUMMARY: The Economic Development and Planning Department has received an application for a Façade Improvement Grant from Kehal Rina Utefilah for a building located at 25651 Coolidge. The project consists of replacing the windows and door on the front facade. The project specifications meet city guidelines for the program with the condition that the windows cannot have permanent coverings and blinds must remain open during hours the facility is not in operation. This condition will allow them to meet the zoning ordinance requirements that require 40% fenestration on the front facade.

The owner has received two quotes for the work as required and attached along with pictures of the building now. The property owner/contractor will be required to pull all required permits.

FINANCIAL STATEMENT: Funding is available in the facade improvement budget, 251.00.000-970.003

RECOMMENDED ACTION: Request that city council to approve the façade grant with the condition for 50% of the project costs up to \$2,500.

EXHIBITS:

1. facade application
2. facade quotes
3. Building Image 1
4. Building Image 2

CITY OF OAK PARK SMALL BUSINESS FAÇADE IMPROVEMENT PROGRAM

APPLICANT INFORMATION

Name of Applicant: <u>kehal Rina Utefilah - Josef Brumberg</u>		
Address: <u>14540 Balfour St.</u>		
City: <u>Oak Park</u>	State: <u>MI</u>	ZIP Code: <u>48237</u>
Phone: <u>248 677 4250</u>	Email: <u>Balfourshul@gmail.com</u>	

FOR TENANTS

Name of Building Owner:		
Address of Building Owner:		
City:	State:	Zip Code:
Phone:	Email:	

PROPERTY TO BE IMPROVED

Name of Business: <u>kehal Rina Utefilah</u>		
Address: <u>25651 Coolidge</u>		Phone: <u>732 693 8457</u>
City: <u>Oak Park</u>	State: <u>MI</u>	ZIP Code: <u>48237</u>
Type of Business: <u>Place of worship</u>		Tax ID #: <u>81-1744058</u>
Proposed start of construction: <u>Feb 8 2024</u>		Anticipated completion: <u>Feb</u>
Short description of proposed work: <u>Front window Façade improvements</u>		

ACKNOWLEDGEMENTS

By signing this Application, I affirm that I am the property owner of the above Property or as the tenant, have received permission from the property owner via the accompanying notarized letter to perform the proposed improvements. I further affirm that all the statements made on this application are true, and I understand that any falsification or willful omission will be sufficient cause to void my Application and any reimbursement awarded. In such a case that any reimbursement awarded by the city is voided due to any falsification or willful omission, I agree to repay the reimbursement amount to the EDP within sixty (60) days, plus all of the costs and attorney fees incurred by the EDP to collect the reimbursement proceeds if I fail to repay the EDP within the sixty (60) days. I have read and understand and agree to comply with all requirements of the EDP Façade Improvement Program (hereinafter the "Program"). I hereby acknowledge that I may be required to submit additional documentation or information that was not required on this application if requested by the EDP. I further hereby acknowledge that the EDP reserves the right to reject any or all applications received pursuant to the Program

Also, I understand, acknowledge and agree to the following:

1. It is expressly understood that the Applicant shall be solely responsible for all safety conditions and compliance with all safety regulations, building costs, ordinances and other applicable regulations.
2. It is expressly understood that the Applicant will not seek to hold the City of Oak Park and or any of its employees, officers/directors liable for any property damage and/or personal injury, or other loss related in any way to the Small Business Façade Improvement Program
3. The Applicant shall be responsible for maintaining sufficient insurance coverage for property damage and personal injury liability relating to the Small Business Façade Improvement Program. Applicant should ask for contractor's proof of liability insurance.
4. Applicant will review and abide by the Oak Park Design Guidelines

5. Applicant will pull permits if required.

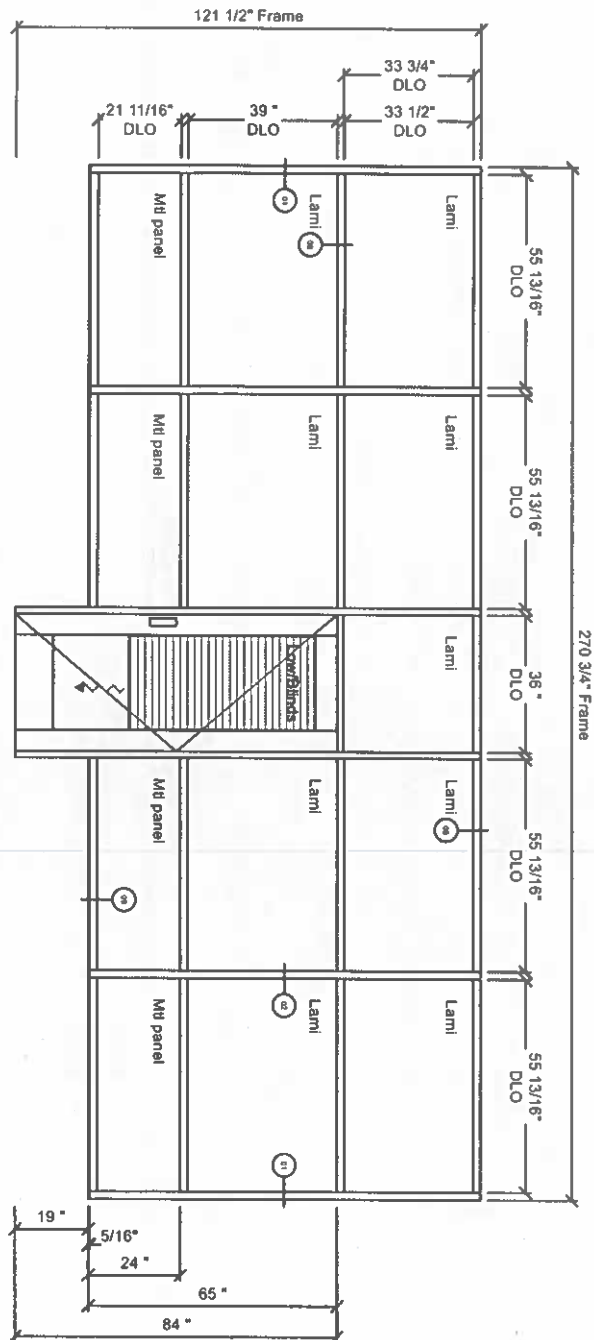
6. Applicant will maintain the improvements made to the property.

8. If Applicant chooses to alter the scope of work after EDP has approved it, Applicant may be ineligible for a portion or the entire reimbursement amount agreed upon from the original scope of work.

9. Applicant agrees to allow the EDP to promote the program including but not limited to displaying signage at the construction site and using photographs in promotional materials and press releases.

SIGNATURES	
Signature of applicant: 	Date: Jan 11 2024
Printed name of applicant: Josef Bromberg	
Signature of Property Owner (if applicable): 	Date: Jan 11 2024
Printed name of Property Owner (if applicable): Josef Bromberg	
FOR DCED OFFICE USE ONLY	
Is the application above complete along with all additional necessary documentation (i.e. notarized letter from property owner)?	YES ☒ NO ☐
Is the building in compliance with all zoning ordinances and current on all property taxes?	YES ☒ NO ☐
Are the proposed improvements eligible under the requirements of the program?	YES ☒ NO ☐
Has the applicant provided architectural drawings of the proposed improvement?	YES ☐ NO ☒
Has the applicant included at least two photos of the current property?	YES ☒ NO ☐
Has the applicant included at least two bids from licensed contractors for the work to be completed?	YES ☒ NO ☐
Are the proposed improvements consistent with the proposed Oak Park Design Guidelines?	YES ☒ NO ☐
Date submitted for approval <u>2-19-24</u> Amount approved _____	
Approved by CIA or City Council	
YES ☐	NO ☐

- Storefront Glass:**
- 1/4" clear tempered with Low-e
 - 7/16" air space
 - 5/16" acid etched heat strengthened Laminated w/ .060 PVB interlayer
- Door Glass:**
- 3/16" clear tempered Low-e
 - 3/4" air space with internal blinds
 - 3/16" clear tempered



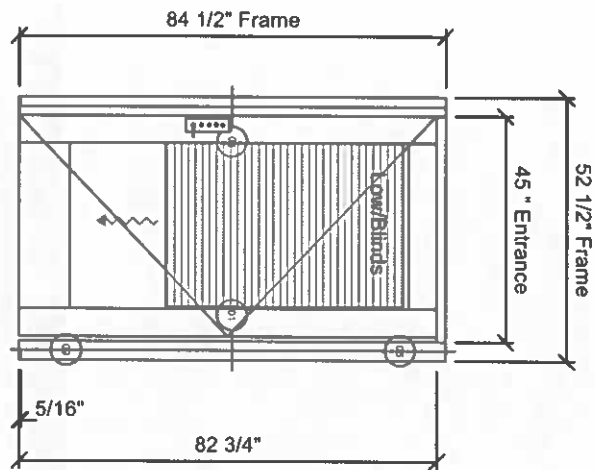
ASH - Entrance (1 Thus)
Frame: (BronzeAnodized) IT451 Series: Storefront: Screw Race Joinery: Exterior Glazed



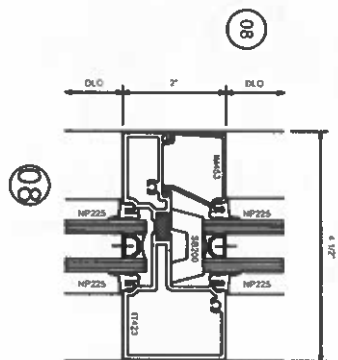
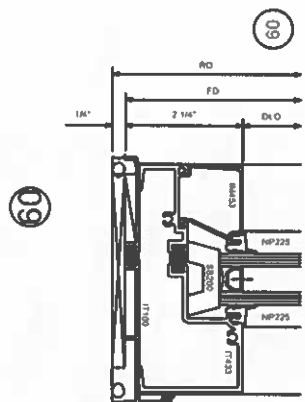
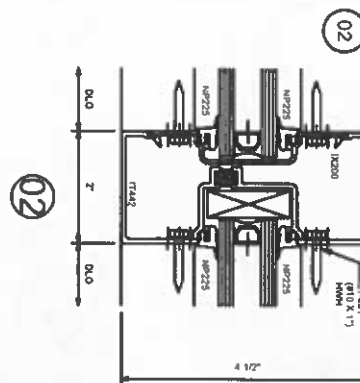
1

of 3

- Door:
- Wide Sile
 - 2" x 4-1/2" Frame (open back)
 - Dark Bronze Anodized
 - ADA Bottom Rail
 - Hinged Right / Swing Out
- Glass:
- 3/16" clear tempered with Low-e / 3/4" Air with Internal Blinds / 3/16" clear tempered



AISH - Door (1 Thus)
 Frame: (BronzeAnodized) IT451 Series : Storefront :
 Screw Race Joinery : Exterior Glazed





**DESIGNERS
MIRROR**

A Glass, Inc.

24391 Gibson Street
Warren, Michigan 48089

Ph(586) 754-6400 Fx(586) 754-6460

e-mail: dmartin@designersmirror.com

PROPOSAL Revised 1-10-2024

Proposal Submitted To:

AISH
25661 Coolidge Hwy
Oak Park, Mi. 48237
1-347-992-6954

Attn: Mark Rubinstein

Work to Be Performed At:

Same

Provide material and labor to replace customers aluminum and glass storefront with new.

Work to Include: Two openings approx. 116" x 102 1/2" split one time vertically and two time horizontally with one single 3'0" x 7'0" entry door centered. Framing will be 2" x 4 1/2" thermally broken dark bronze anodized aluminum center glazed storefront. Door will be wide stile full lite. Door hardware to include heavy duty surface mounted closer, dead latch lock, keyed lock cylinder, push paddle, and door sweep. All glass will be 1" thick clear tempered insulated with a low-e coating, and interior pane of acid etched forced entry resistant heat strengthened laminated safety glass. Door glass will be clear and will have operable internal privacy blinds per attached product information. Lower 24" of storefront will be glazed with 1" thick smooth surface aluminum clad insulated panel with a black painted finish. Interior of store front will have a matching finish aluminum sill cover that aligns with top of lower storefront horizontal mullion. Exterior frame perimeters will be sealed using matching color polyurethane caulk.

Final Cleaning: Provided by others

Shop Drawings: Pencil and informal Only

Demo of Existing Materials: Included

Carpentry/Painting/Drywall Work: By Others

BASIS BID:

All work is Guaranteed to be as specified, and the above work to be performed in accordance with drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of **(\$14,600.00) FOURTEEN THOUSAND SIX HUNDRED DOLLARS—**
00--. With payments to be made as follows. 50% Deposit with progress payments due 30 days from invoicing.

Any alteration from above specs involves extra costs
Will be executed only upon written order, and will
Become an extra charge over and above the estimate.
All agreements contingent upon strikes, accidents,
Or delays beyond our control.

Respectfully Submitted Designers Mirror
November 28, 2023

Per: David Martin

Note: this proposal may be withdrawn if not
Accepted within 30 Days

Page 1 of 2

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature: _____
Printed Name: _____

- All accounts are due net 30 days of invoice or draw submission and are subject to time preference consideration thereafter at a fee of 1.5% per month.
- In the event of collection proceedings customer agrees to pay costs including legal fees associated with the collection of said invoice amounts.
- Designers Mirror makes no Warranty of any kind including Warranty of Merchantability, accept that which has been specifically defined in the proposal herewith or provided by component parts manufacturers.
- All Items not specifically described above are considered excluded and subject to Change order Add or re-quote. No exceptions. This is the job in its entirety as described above.
- Engineering calculations are specifically excluded.
- Metal Finish is Clear Anodized Not specifically called out on drawings







CITY OF OAK PARK, MI STAFF REPORT

AGENDA FOR: February 19, 2024

SUBJECT: Proposal for professional services to provide Engineering Design Services for the Nine Mile Rehabilitation Project, Greenfield Road to Cloverlawn Ave

DEPARTMENT: Municipal Services

FROM: Kara Grisamer, City Engineer

SUMMARY: In December of 2021, the City applied for and was granted FY 2025 funds from the Federal Aid Committee to complete a rehabilitation project on Nine Mile Road from Greenfield to Cloverlawn Ave. The awarded funds from the Federal Aid Committee is \$695,031.48, with the City paying for the balance of the project estimated at \$1,325,000 with our major street funds. The attached proposal from OHM is to complete the design phase of this project this year, so it will be ready to be bid and be awarded for construction in 2025. OHM previously worked on the design of the Nine Mile project in this area in 2008, so they have a lot of the required information about the road already.

FINANCIAL STATEMENT: OHM proposed an hourly, not to exceed, cost of \$95,000.00 to complete the Engineering Design Services for this project. Funding is available in the Major Streets fund (202-18-479-801).

RECOMMENDED ACTION: It is recommended that City Council approve the attached proposal from OHM Advisors to provide professional design services for this project.

EXHIBITS:

1. OHM - Nine Mile Road Design Proposal 01-19-24

January 19, 2024

City of Oak Park
10600 Capital
Oak Park, MI 48237

Attention: **Ms. Kara Grisamer, P.E.**
City Engineer

Regarding: **Nine Mile Road Rehabilitation Project – Greenfield Road to Cloverlawn Street**
Professional Engineering Design Services

Dear Ms. Grisamer:

OHM Advisors (OHM) is pleased to submit this proposal for professional services to prepare the required design plans and specifications for the above-mentioned project. This proposal presents our understanding of the project, scope of services and service fee.

PROJECT BACKGROUND AND UNDERSTANDING

OHM previously assisted the city with design plan preparation and construction engineering in 2008 for this same section of road, so we are very familiar with the segment of road. We will use this experience to efficiently work our way through this federal aid project. The project is slated to be a rehabilitation, or mill and fill, removing the top 3" of asphalt and replacing it with new asphalt. It is anticipated that the project will require the inclusion of selected underlying repairs after milling.

The project will be advertised, bid, and administered through the MDOT Local Agency Program (LAP) process and is planned to be bid in early 2025.

SCOPE OF SERVICES

A. Design Parameters/Considerations

1. Design Speed of 35 mph with a posted speed of 35 mph.
2. General Design Standards: "MDOT 3R Design Standards", Michigan Manual of Uniform Traffic Control Devices 2011 Standards, and City of Oak Park Standards as applicable.
3. Specifications: MDOT: "2020 Standard Specifications for Construction, supplemented by locally authored Special Provisions.
4. Project Limits: Nine Mile Road between Greenfield Road and Cloverlawn St. Side street returns shall be rehabilitated unless recently improved.
5. Project Scope of Work: Beginning at the east end of radius at Greenfield Road and extending east to the west end of radius of Cloverlawn St., the road will be milled and overlaid. The anticipated depth of replacement is 3 inches. Sidewalk ramps will be evaluated for compliance with ADA and designed to



be replaced as necessary. No work is planned beyond the existing back of curb, except when doing curb repairs, replacing the sidewalk ramps and the driveway consolidation near Greenfield Road.

6. Horizontal Alignment: The horizontal alignment will not change.
7. Horizontal Geometry: The horizontal geometry will not change.
8. Vertical Alignment: The projects vertical alignment may change minimal depending on existing cross slopes.
9. Typical Roadway Cross-Section: The existing pavement is a composite pavement consisting of HMA (asphalt) with underlying concrete pavement. No change in final surface material is planned. Existing asphalt surface road will remain asphalt.
10. Driveways: One driveway is anticipated to be impacted by the project. The driveway at 15441 Nine Mile will be consolidated with the public parking lot driveway to the east. Should other driveways be impacted and need to be replaced, the replacements will be designed to match in material type.
11. Drainage: The condition of the existing underground storm sewer system and existing catch basins is unknown at this time. It is unknown if this section of road may have restrictive catch basins. No existing drainage structures are planned to be placed. No flooding issues exist. Should a drainage structure be identified in need of repair, whether in design or construction, this structure will be repaired. Repair pay items and quantities will be included in the contract bid.
12. Right-of-Way: It is not anticipated that any sidewalk or driveway replacement work will require any work outside of the R.O.W., however the final design may alter this need. If grading permits are required, OHM can assist with the ROW/grading permit acquisition on an hourly basis.
13. Maintenance of Traffic: It is anticipated that one lane of traffic will be maintained in each direction at all times during construction. Two-way traffic will be maintained utilizing an inside out staging scheme that would keep each direction of traffic on their current side of the road. This would mean that no signal alterations would be required at the signalized intersections during construction. Pedestrian detours will be signed should sidewalk replacement be identified. It would have to be determined if left turns would be allowable during the first stage when the open lanes of traffic are separated.
14. Lane Line Markings: Full replacement of lane lines will be included to match the existing striping. Current preferred striping materials will be discussed with the city and upgraded to meet current standards. Lane marking recession will be discussed with the city.
15. Permanent Signing: Traffic signing shall be maintained unless reflectivity issues or damage on the signs is identified. Replacement signs will be discussed with the city and items included if directed to replace.
16. Traffic Signals: There are two traffic signals within the project paving limits and two additional signal just outside the paving limits but within the maintenance of traffic limits. Of the four traffic signals mentioned, only the signal at Greenfield Road is not owned by the city of Oak Park. All traffic signals are maintained by RCOC. As mentioned, no impacts to the traffic signals are planned due to maintaining traffic during construction. No traffic signal work is planned with this project.
17. Utility Conflicts: Existing utility information will be requested. The project is mainly a surface project. Minimal digging is anticipated with this project. Should utility conflicts be identified, contact with that



impacted utility will be addressed with the affected utility company for resolution. Plans will be sent to all known utility companies to allow the utility companies to become aware of the project.

18. Permits: A Road Commission for Oakland County ROW Encroachment permit will be required for construction signing on Greenfield Road. Construction signing on Nine Mile Road, west of Greenfield Road, in the city of Southfield will not require a permit, but courtesy plans will be sent. The other anticipated permit would be to Oakland County Water Resource Commission to adjust manhole structure covers should they be identified in the road or impacted sidewalk ramp work, and to get a Soil Erosion Permit.
19. Progress Schedule/Staging: With a planned early 2025 MDOT Letting desired, GI Meeting would be planned for August/September 2024 and a final turn-in would be in October/November 2024. Construction will be ready to start in early May 2025. Construction work would be completed by August 2025.
20. Street lighting exists along the corridor. No impacts are anticipated. No lighting improvements are planned for the project.
21. No City owned utilities (water main or sanitary sewer) are planned to be replaced with the project. Structure covers may need to be adjusted or replaced.

B. Design Process

The **Design Phase Services** to be provided by OHM shall include the following:

1. Submit a Miss Dig request to obtain existing utility information. As noted above, utility information obtained will be shown on the design plans.
2. OHM will utilize the existing base plan from the 2008 paving project. This will be supplemented with any new topographic survey obtained. The 2008 survey will be checked against a current aerial image for geometric changes since 2008. Three days of a survey crew is included to perform road cross sections, ADA ramp surveys, and other limited miscellaneous survey. While this approach is not as accurate as a full survey, it is significantly less costly and vertical information, for the most part, is not really necessary for this type of project since it is a standard mill and fill. Existing utility lines from previous plans will be utilized and back checked with new information obtained.
3. Conduct field review by construction/traffic personnel of existing features in the area that may be affected by construction. Defects will be noted and included for repair in the design plans. This would include curb and gutter, pavement distress locations, and traffic sign condition.
4. Check the existing known utilities for interference, public and private, within the project limits and coordinate relocation if identified as conflicting with the proposed work. Show these utilities on the construction plans. It is known there are sections of water main within the limits of the roadway. Any adjustments to City owned facilities will be coordinated and new casting will be added to the project if the existing casting is not the current casting desired by the city.
5. The plan set for this project will contain full removal and construction plans within the project limits. No profile sheets are anticipated. The following sheets are anticipated:
 - a. Title Sheet (1)
 - b. Typical Sections (1)



- c. Misc. Detail Sheets (2)
- d. Note Sheet (1)
- e. Legend Sheet (1)
- f. Removal Plans (4)
- g. Construction Plans (4)
- h. Soil Erosion Plan (2)
- i. Detailed Grading Plan (4)
- j. Stage Construction Plans (8)
- k. Signing and Striping Plans (3)
- l. Misc Standard Detail Sheets (9)

Total anticipated Sheets – 40

- 6. All City owned sidewalk ramps within the project limits will be reviewed and, if required, upgraded to conform to current ADA requirements. No sidewalk logging outside the ramp limits are included.
- 7. Prepare special provisions outlining project details and the corresponding pay items in 2020 MDOT format with City modifications.
- 8. Prepare a Programming application to be sent to City and MDOT.
- 9. Prepare project crash analysis. This analysis will look for crash trends where mitigation additions can be recommended.
- 10. Prepare preliminary engineer's opinion of probable construction cost, breaking out the participating federal aid items from any locally funded work.
- 11. Complete and submit the SHPO application.
- 12. Complete and submit NEPA application.
- 13. A Progress Meeting may be held with the City at about the 50% completion point to review issues. Another submittal will occur at the GI milestone, 85% complete.
- 14. Coordinate and attend the GI Plan review meeting with MDOT and the City.
- 15. Following the GI, make requested changes to the project documents and then submit for a final review to the city (if requested by the City). Make agreed upon modifications, finalize details and submit plans and construction cost estimates to MDOT as required to complete the bid preparation process.
- 16. Final submittal to MDOT will include one copy of the following:
 - a. Project construction plans and specifications
 - b. Engineer's Opinion of Probable Construction Cost in .xml format



- c. Copies of quantity calculations, if required.
 - d. Final permit approvals
17. Submit plans to meet MDOT, January/February 2025 bid letting per the LAP letting schedule.
18. Answer questions during the bidding process as requested by MDOT.

SERVICES NOT INCLUDED

- 1. Full project survey. Structure inventories.
- 2. Sidewalk logging or replacement design other than ramps.
- 3. Geotechnical services including pavement cores and soil borings.
- 4. Bike lane design is not included in this proposal.
- 5. Locating private utilities other than requesting as-built information from private utility owners.
- 6. Permit fees and any fees associated with permit applications, reviews, bonding, or inspections.
- 7. Preparation and acquisition of temporary grading permits, permanent rights-of-way, or other easements.
- 8. Remediation or removal and replacement of contaminated soils.

SCHEDULE

The current schedule anticipates the project to be prepared for the January/February 2025 MDOT Bid Letting, or sooner.

FEE SCHEDULE

OHM proposes to provide the above outlined professional services on a hourly not to exceed basis, in accordance with our contract with the City.

Design Engineering Services	\$ 95,000.00
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We thank you for this opportunity to provide professional engineering services. Should you find this proposal acceptable, we would execute the work following the City's standard form of agreement with OHM. We appreciate this opportunity and look forward to continuing to provide professional services to the city on this project. If you have any questions, please do not hesitate to contact either of us at 734-522-6711

Sincerely,

Mark R. Loch, PE
Sr. Project Manager

Cc: Dave DeCoster, City of Oak Park
Kimberly Marrone, City of Oak Park
James Stevens, OHM

DERIVATION OF COST PROPOSAL**PROJECT DESCRIPTION:****Nine Mile - Greenfield to Cloverlawn Design****CONSULTANT:****DATE:** 1/19/2024**OHM Advisors**

<u>Classification</u>	<u>Person Hours</u>	x	<u>2024 Hourly Rate</u>	=	<u>Labor Cost</u>
Principal	10		\$235		\$2,350.00
Sr. Associate	124		\$215		\$26,660.00
Professional Engineer II	139		\$168		\$23,352.00
Graduate Engineer II	219		\$145		\$31,755.00
Professional Surveyor III	3		\$175		\$525.00
Technician IV	5		\$153		\$765.00
Technician III	8		\$135		\$1,080.00
Surveyor II	24		\$120		\$2,880.00
Surveyor III	24		\$135		\$3,240.00
	<u>Total Hours</u>		<u>556</u>		<u>Subtotal Labor</u>
					\$92,607.00
<u>Subconsultants</u>					
Commonwealth Heritage					\$2,400.00
					<u>\$2,400.00</u>
<u>Direct Costs</u>					
None					\$0.00
					<u>\$0.00</u>
					<u>Project Total</u>
					\$95,007.00
					USE
					\$95,000.00



CITY OF OAK PARK, MI STAFF REPORT

AGENDA FOR: February 19, 2024

SUBJECT: Request to change payment processor for credit and debit card payments

DEPARTMENT: Finance

FROM: Saundra Crawford, Director of Finance

SUMMARY: The City's current payment processor for credit and debit card payments is ACI Payments, Inc. This 3rd party vendor is no longer being supported by our software provider BS&A. The unsupported process has been challenging for our IT department and Finance department. We conducted a search of the 3rd party vendors that our software provider does support and found two companies, Invoice Cloud and Point and Pay.

FINANCIAL STATEMENT: Point & Pay has the lowest cost to the users and the City, in which there are no monthly fees or set up fee.

RECOMMENDED ACTION: It is recommended to authorize the Finance Director to terminate its contract with ACI Payments, Inc. and enter into an agreement with Point & Pay upon approval of the contract by the City Attorney.

EXHIBITS:

1. Memo Payment Processing
2. Comparison
3. City of Oak Park Eservices Agreement
4. Client application



CITY OF OAK PARK

Saundra Crawford, Director
Department of Finance

Mayor
Marian McClellan
Mayor Pro Tem
Carolyn Burns
Council Members
Solomon Radner
Julie Edgar
Shaun Whitehead
City Manager
Erik Tungate

MEMORANDUM

Date: February 1, 2024

To: Erik Tungate, City Manager

From: Saundra Crawford

Re: Request in change of payment processor for credit and debit card payments

The City's current payment processor for credit and debit card payments is ACI Payments, Inc. This 3rd party vendor is no longer being supported by our software provider BS&A. The unsupported process has been challenging for our IT department and Finance department.

We conducted a search of the 3rd party vendors that our software provider does support and found two companies, Invoice Cloud and Point and Pay. I have provided the attached comparison rubric of the companies.

It is my recommendation that the City terminate its contract with ACI Payments, Inc. and enter into an agreement with Point & Pay. Point & Pay has the lowest cost to the users and the City, in which there are no monthly fees or set up fee. References were checked with the cities of Troy, Novi, Birmingham, Ferndale and West Bloomfield all had favorable responses.

	Invoice Cloud	Point & Pay	Huntington Bank
Charges to Users:			
Utility Billing	3% fee w/\$1.95 minimum	3% fee w/\$1.50 minimum	
Property Tax	3% fee w/\$1.95 minimum	3% fee w/\$1.50 minimum	
Business License	3% fee w/\$1.95 minimum	3% fee w/\$1.50 minimum	
Building Permit	3% fee w/\$1.95 minimum	3% fee w/\$1.50 minimum	
Code Enforcement	3% fee w/\$1.95 minimum	3% fee w/\$1.50 minimum	
Miscellaneous Receivable	3% fee w/\$1.95 minimum	3% fee w/\$1.50 minimum	
FOIA Fee	3% fee w/\$1.95 minimum	3% fee w/\$1.50 minimum	
Credit/Debit Chargeback	\$10 per chargeback	no chargeback fee	
Call in Payments	\$0.95 fee added to credit or debit charge	\$5.00	
ACH payments	\$0.50 per transaction	N/A use our Bank	\$0.05 per transaction
ACH annual fee	\$10,225.00	N/A use our Bank	\$1,142.50
ACH Reject fee	\$10.00 per transaction	N/A use our Bank	No fee
ACH Return fee	\$10.00 per transaction	N/A use our Bank	\$10.00 per transaction
Paperless Billing	\$0.25 per bill	N/A processed in house	

POINT AND PAY, LLC
E-PAYMENT SERVICES AGREEMENT

Parties:

Point and Pay, LLC ("**PNP**") d/b/a Point & Pay
A subsidiary of NAB, doing business in Delaware

City of Oak Park, MI

Terms

SECTION 1 E-PAYMENT SERVICES

1.1 Access to Payment Modules

1.1.1 Pursuant to this E-Payment Services Agreement (this "**Agreement**"), PNP grants Client a limited, non-exclusive, non-transferable and terminable license for the duration of the Term to use the electronic payment services (the "**Services**") and payment modules (each, a "**Module**") chosen in the attached client application ("**Client Application**") to enable Client's customers ("**Customers**") to make payments to Client using a Payment Device. "**Payment Device**" means the payment type(s) chosen by Client on the Client Application. A description of all Modules, Services, training and support offered by PNP is attached as Exhibit A (the "**Services Description**").

1.1.2 Payment types are Debit Cards, Credit Cards or electronic checks ("**e-Check**"). A "**Debit Card**" is a valid payment card with a VISA, MasterCard or Discover Network mark that is tied to a cardholder's bank account or a prepaid account and which is processed with or without the use of a PIN. A "**Credit Card**" is a valid payment card authorizing the cardholder to buy goods or services on credit and bearing the service mark of VISA, MasterCard, Discover Network or AXP. Client agrees to comply with and be subject to all rules and regulations of MasterCard International, Inc., ("**MasterCard**"), Visa International ("**VISA**"), Discover Network ("**Discover Network**"), American Express ("**AXP**") (collectively, the "**Rules**") and National Automated Clearing House Association rules and regulations ("**NACHA Rules**"), as they may exist or are modified from time to time and as applicable to Client's activities under this Agreement. Client also agrees to comply with all guidelines, policies and procedures for services provided to Client by PNP from time to time.

1.1.3 At the time of Client's execution of this Agreement, Client shall also return the completed Client Application to PNP. Subject to the terms and conditions of this Agreement, the Services may be also be used by the affiliated offices, bureaus, agencies or departments of Client ("**Affiliates**"). Each Affiliate that uses the Services shall complete a Client Application prior to commencement of the Services after which PNP will recognize such Affiliate as the Client pursuant to all of the terms and conditions of the Agreement.

1.2 Client Representatives

PNP will provide Client's authorized representatives with a logon and password to access the Counter Module. Client shall be solely responsible for maintaining the confidentiality and security of the logons and passwords provided by PNP. Client will cause each of its representatives to change the initial password, keep the passwords confidential, refrain from sharing passwords and/or logon information with any unauthorized user, and use no other password to access the Counter Module. PNP shall be entitled to rely on any communications it receives under Client's passwords, logon information, and/or account number as having been sent by Client, without conducting any further checks as to the identity of the user of such information. PNP will not be responsible for the operability or functionality of any of Client's computer equipment, system, browser or Internet connectivity.

1.3 Payment Device Transactions

All Payment Device transactions using the Services will be processed through a secured link. The parties to each Payment Device transaction will be the Customer cardholder or checking account owner and the Client (provided that, with respect to applicable service or convenience fees charges, such portion of the transaction will be between Customer and PNP).

1.4 e-Check Transactions ACH Authorizations

1.4.1 Definitions

1.4.1.1 "**ACH Entry**" means any electronic funds transfer initiated through the ACH System resulting in a credit to a Designated Account ("**Debit Entry**") or a debit to a designated account ("**Credit Entry**");

1.4.1.2 "**ACH System**" means the automated clearinghouse or other system used for bulk file transfers;

1.4.2 e-Check Transactions. e-Check transactions are executed by creating or originating authorized ACH Entries using checking account information provided by a Customer. PNP will provide ACH origination services to Client relating to ACH Entries, pursuant to the terms of this Agreement and the NACHA Rules, with PNP's designated financial institution acting as an Originating Depository Financial Institution ("**ODFI**") with respect to such ACH Entries. In addition:

1.4.2.1 Client authorizes PNP and its designated ODFI to originate Entries on behalf of Client;

1.4.2.2 Client agrees to any restrictions on the types of ACH Entries that may be originated;

1.4.2.3 Subject to Section 8.3 below, Client acknowledges and agrees to the right of the PNP and its designated ODFI to terminate or suspend this Agreement for breach of the Rules in a manner that permits PNP and the ODFI to comply with the Rules;

1.4.2.4 Client acknowledges and agrees to the right of PNP and the ODFI to audit Client's compliance with the Agreement, including compliance with NACHA Rules; and

1.4.2.5 Client represents and warrants that it has the full authority and capacity to bind its Affiliates to the terms of the Agreement.

1.5 Service Promotion

Client will use reasonable efforts to promote the Services and build awareness of the Services with its Customers through various media including, but not limited to:

- Print: Bill inserts, counter displays, and announcements in Client's newsletter
- Online: Home page announcements with an easily accessible, one-click link to payments page.
- Phone/IVR: Pre-recorded message with the ability to transfer to payments IVR (e.g., "Press 2 to make a payment") or provide the IVR phone number to call.
- Joint Press Releases: The parties shall mutually agree upon press releases announcing the availability of electronic payment services and the partnering of Client and PNP.

1.6 Trademark License

PNP grants Client a limited, non-exclusive, non-transferable license to use the PNP trademarks, service marks and logos provided by PNP to Client (the "**Trademarks**") solely in connection with Client's promotion of the Services to Customers. Client shall not alter the Trademarks nor use the Trademarks in any way which is disparaging, dilutive or otherwise adversely affects the reputation of PNP.

1.7 Client Logo License

Client grants PNP a limited, non-exclusive, non-transferable license to use its applicable logos, copyrighted works and trademarks ("**Client Marks**") solely in connection with the Services provided to Client. Client shall provide the Client Marks to PNP for use with the Services. Client represents that it has all intellectual property rights required for Client's and PNP's use of Client Marks, and shall indemnify PNP against any third party claims that the Client Marks infringe the intellectual property rights of a third party.

SECTION 2 COMPENSATION

2.1 Services Transaction Fee

PNP will charge the transaction fee to use the Services set forth on the Client Application. If Services fees are charged directly to

Customers by PNP, Customers will receive a notice each time they use the Services stating that the Services are provided by PNP and that a convenience or service fee is charged for use of the Services. PNP may change the amount of such fee by notifying Client of such new amount at least thirty (30) days prior to such change.

2.2 Activation and Monthly Fees

If applicable, Client shall pay a one-time Activation Fee and Monthly Fees as set forth on the Client Application. If Client does not implement the Service under this Agreement within six months after the Effective Date, other than due to a material breach by PNP, all unpaid fees that would have been assessed in the first year of the Term shall become immediately due and payable.

2.3 Charge-backs and Returns

Unless otherwise specified in the Client Application, and without limiting any other rights it may have, PNP will set off (a) the amount of any charge-backs, refusals to pay and returns from any amounts otherwise owing by PNP to Client and (b) a transaction handling fee for charge-backs and non-sufficient funds (NSF) as specified in the Client Application

2.4 ACH Debit of Fees

Client hereby authorizes PNP, and any subsidiary or successor thereof, solely with respect to amounts due pursuant to this Agreement and any subsequent agreements between Client and PNP, including but not limited to convenience or service fees, transaction fees, charge-backs and returns as set forth in Sections 2.1 and 2.3 of this Agreement, to initiate Automated Clearing House ("**ACH**") Authorizations to credit and debit Client's bank account as set forth on the Banking Authorization Form attached hereto as Exhibit B or otherwise provided by Client.

SECTION 3 INTELLECTUAL PROPERTY; CONFIDENTIALITY

3.1 No Transfer or License

Except for the rights expressly granted to Client in this Agreement, no PNP Intellectual Property Right is transferred or licensed to Client pursuant to this Agreement, by implication or otherwise. PNP reserves and retains all rights, title and interests in and to the PNP Intellectual Property Rights, and all copies, revisions, modifications, updates, and upgrades thereof. Client agrees not to remove, alter or destroy any copyright, patent notice, trademark or other proprietary markings or confidential legends placed on or within any portion of the PNP Intellectual Property Rights. For purposes of this Agreement, "**Intellectual Property Rights**" means all the intellectual property, industrial and other proprietary rights, protected or protectable, under the laws of the United States, any foreign country, or any political subdivision thereof, including (a) all trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers, (b) copyrights, moral rights (including rights of attribution and rights of integrity), (c) all trade secrets, inventions, discoveries, devices, processes, designs, techniques, ideas,

know-how and other confidential or proprietary information, whether or not reduced to practice, (d) all domestic and foreign patents and the registrations, applications, renewals, extensions and continuations (in whole or in part) thereof, and (e) all goodwill associated with any of the foregoing and (f) all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (a) through (d) above.

3.2 Ownership and Use of PNP Materials

Any software developed by or on behalf of PNP for use in connection with the Services remains the exclusive property of PNP. Client will not sell, transfer, barter, trade, license, modify or copy any such software. Web pages accessible through use of the Services are the copyrighted intellectual property of PNP and may not be copied in whole or part by anyone. Any training materials (including, but not limited to, webinars and manuals) provided to Client by PNP shall remain the exclusive property of PNP. PNP grants Client and Client's personnel a limited, non-exclusive, non-transferrable license to use and to make copies of the training materials with its personnel solely in connection with the Services. Training materials may not be modified by Client or its personnel or disclosed to any third party, including Client's end-user Customers. Client shall ensure all personnel shall complete and review all training materials prior to using the Services.

3.3 Reverse Engineering

Client will not reverse engineer, reverse assemble, decompile or disassemble any of PNP's intellectual property, nor will Client attempt to do so or enable any third party to do so or otherwise attempt to discover any source code, modify the Service in any manner or form, or use unauthorized modified versions of the Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Service. Client is expressly prohibited from sublicensing use of the Service to any third parties. If Client becomes aware that any person has engaged or is likely to have engaged in any of the activities described in this Section 3.3, Client will promptly notify PNP.

3.4 Confidential Information

3.4.1 Any Confidential Information provided by PNP to Client pursuant to this Agreement will remain the exclusive property of PNP. Client will disclose such Confidential Information only to those of its representatives and employees who need to know such Confidential Information for purposes of performing this Agreement, who are informed of the confidential nature of the Confidential Information and who agree, for the benefit of PNP, to be bound by the terms of confidentiality in this Agreement. Client will, and will cause each of its representatives and employees, to keep confidential and not to disclose in any manner whatsoever any Confidential Information provided by PNP pursuant to this Agreement, and not to use such Confidential Information, in whole or in part, directly or indirectly, for any purpose at any time other than for the purposes contemplated by this Agreement. Notwithstanding the foregoing, if Client is a city, county, township or similar entity, or government agency or

department thereof, Client may disclose Confidential Information as necessary to comply with applicable public records laws.

3.4.2 For purposes of this Agreement, "**Confidential Information**" means all nonpublic or proprietary information of PNP, including proprietary, technical, development, marketing, sales, operating, performances, cost, know-how, business and process information, computer programs and programming techniques, security features (including, without limitation, multi-level access and log-in features, audit trail setup, interfaces between the Counter Module and the Internet or IVR Modules), all record bearing media containing or disclosing such information and techniques, and anything marked confidential, that is disclosed by PNP to Client pursuant to this Agreement. Confidential Information also includes the terms and conditions of this Agreement.

3.5 Exclusions

The term Confidential Information will not apply to information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Client in breach of this Agreement; (b) was within Client's possession prior to its disclosure by or on behalf of PNP, provided that the discloser of such information was not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; (c) becomes available to Client on a non-confidential basis from a source other than PNP, provided that such source is not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; or (d) is developed independently by Client, as demonstrated by the written records of Client, without use of such information. The confidentiality obligations of Client pursuant to this Agreement will not apply to any Confidential Information of PNP that Client is legally compelled to disclose. In the event Client becomes legally compelled to disclose any Confidential Information provided pursuant to this Agreement, Client will provide PNP with prompt written notice so that PNP may seek a protective order or other appropriate remedy or waive compliance with the confidentiality provisions of this Agreement.

3.6 Failure to Comply

If Client fails to comply with any of its obligations pursuant to this Section 3, PNP will have the right to immediately terminate this Agreement by providing written notice of such termination to Client.

3.7 Survival

The rights and obligations of the parties provided for in this Section 3 will survive any expiration or termination of this Agreement or its term.

SECTION 4 WARRANTIES; DISCLAIMER

4.1 Warranties

4.1.1 Each party represents and warrants that it has the full legal right, authority and power to enter into this Agreement and perform its obligations hereunder.

4.1.2 PNP represents and warrants that the Services will be provided in a professional, workman-like manner consistent with industry standards.

4.2 Disclaimers

4.2.1 PNP does not represent that Client's or its Customers use of the Services will be uninterrupted or error-free, or that the system that makes the Services available will be free of viruses or other harmful components resulting from the Internet or any third party providers or products outside the control of PNP.

4.2.2 EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 4, PNP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE SERVICE IS PROVIDED TO CLIENT ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY.

SECTION 5 LIMITATIONS OF LIABILITY AND OBLIGATION

5.1 Damages and Liability Limit

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY RELEASES THE OTHER PARTY AND ALL OF THE OTHER PARTY'S AFFILIATES, EMPLOYEES, AND AGENTS FROM ANY SUCH DAMAGES. IN NO EVENT WILL PNP HAVE OR INCUR ANY LIABILITY TO CLIENT OR ANY THIRD PARTY IN EXCESS OF THE AGGREGATE COMPENSATION RECEIVED BY PNP FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM FOR SUCH LIABILITY. THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

5.2 Refusals of Payment

PNP will not be liable for charge-backs or other refusals of payment initiated by any Customer. All such charge-backs and other refusals of payment will be refunded by PNP to the Customer and Client will mark and otherwise treat the related Customer account as "unpaid."

5.3 Errors and Omissions

PNP will not be liable for any errors or omissions in data provided by Client or Customers. Client will be responsible for the accuracy of data provided to PNP for use in providing the Services.

5.4 Bank Actions

PNP will not be liable for any errors, omissions or delays attributable to the acts or omissions of any bank or other third party involved in the processing of any Payment Device payment.

SECTION 6 CARDHOLDER DATA SECURITY

To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS") in effect and as may be amended from time to time during the term of the Agreement. The current PCI-DSS specifications are available on the PCI Security Standards Council website which may be amended or modified at any time: <https://www.pcisecuritystandards.org>.

SECTION 7 EXCLUSIVITY

Client agrees that PNP will be the non-exclusive provider of fee-based electronic payment services and that Client may procure similar such services from any other party.

SECTION 8 TERM AND TERMINATION

8.1 Term

The initial term of this Agreement will commence on the Effective Date and will end on the Third (3rd) anniversary of the Effective Date (the "**Initial Term**"). This Agreement will automatically renew for successive one (1)-year terms (each, a "**Renewal Term**," and the Initial Term and any Renewal Term may be referred to as a "**Term**"). The term of this Agreement will terminate at the end of the Initial Term or any subsequent Renewal Term if either party provides written notice of such termination to the other party at least sixty (60) days prior to the expiration of the applicable Term.

8.2 In the Event of Breach; Effect on Affiliates

8.2.1 Subject to the opportunity to cure set forth below, either party may terminate this Agreement upon sixty (60) days written notice to the other party in the event of a material, uncured breach of any provision of this Agreement by the other party. Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach ("**Notice**").

8.2.2 Following receipt of Notice, the alleged breaching party shall have sixty (60) days to cure such alleged breach. Upon termination or expiration of this Agreement, Client shall have no rights to continue use of the Service or the Modules. Expiration or termination of the Agreement by Client or PNP

shall also terminate the Affiliates' rights under the Agreement unless otherwise agreed by the parties in writing. PNP may terminate the Agreement solely with respect to an individual Affiliate without affecting the rights and obligations of Client and other Affiliates under the Agreement.

8.3 Modification to or Discontinuation of the Service

PNP reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In addition, PNP will have the right to discontinue accepting any Payment Device by providing not less than ten (10) days' written notice to Client. In the event that PNP modifies the Service in a manner which removes or disables a feature or functionality on which Client materially relies, PNP, at Client's request, shall use commercially reasonable efforts to substantially restore such functionality to Client. In the event that PNP is unable to substantially restore such functionality within sixty (60) days, Client shall have the right to terminate the Agreement. Client acknowledges that PNP reserves the right to discontinue offering the Service and any support at the conclusion of Client's then-current Term. Client agrees that PNP shall not be liable to Client nor to any third party for any modification of the Service as described in this Section.

SECTION 9 PAYMENT DEVICE DEPOSITS

The exact amount of each approved Payment Device transaction will be electronically deposited into the Client bank account identified on the Client Application. PNP shall initiate such deposits as specified on the attached Client Application. PNP will provide Client's authorized employees with access to PNP's online transaction reports for reconciliation purposes.

SECTION 10 FORCE MAJEURE

PNP will not be responsible for its failure to perform under this Agreement due to causes beyond its reasonable control, including acts of God, wars, riots, revolutions, acts of civil or military authorities, terrorism, fires, floods, sabotage, nuclear incidents, earthquakes, storms, pandemics or epidemics. If the provision of Services under this Agreement is delayed by such an event or condition, PNP will promptly notify Client thereof. PNP will use commercially reasonable efforts to overcome any such cause for delay as soon as is reasonably practicable.

SECTION 11 GOVERNING LAW

This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Michigan without reference to its conflicts of law principles.

SECTION 12 NOTICES

All notices or other communications required or permitted by this Agreement must be in writing and will be deemed to have been

duly given when delivered personally to the party for whom such notice was intended, or upon actual receipt if sent by facsimile or delivered by a nationally recognized overnight delivery service, or at the expiration of the third day after the date of deposit if deposited in the United States mail, postage pre-paid, certified or registered, return receipt requested, to the respective parties at:

If to Client: See Merchant Application

If to PNP: Point and Pay, LLC
110 State St. East
Oldsmar, FL 34677

SECTION 13 MISCELLANEOUS

The headings of sections and subsections of this Agreement are for convenience of reference only and will not be construed to alter the meaning of any provision of this Agreement. PNP is an independent contractor and nothing in this Agreement will be deemed to create any agency, employee-employer relationship, partnership, franchise or joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party will have, or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party. Each of the parties will have any and all rights and remedies available to them under all applicable laws. The remedies provided for in this Agreement will be deemed to be non-exclusive and in addition to any other available remedy at law or in equity. All rights and remedies are cumulative and may be exercised singularly or concurrently. Client may not assign or transfer any of its rights or delegate any of its obligations under this Agreement to any third party, by operation of law or otherwise, without the prior written consent of PNP. Any attempted assignment or transfer in violation of the foregoing will be void. This Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties. Client shall comply with all applicable laws, rules, treaties, and regulations in its performance of this Agreement, including, without limitation, the Rules and NACHA Rules. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, the remaining provisions of this Agreement will not be affected and the illegal, invalid, or unenforceable provision will be deemed modified such that it the intention of the parties to the fullest extent possible. No amendment or modification of this Agreement will be effective unless it is in writing and executed by both of the parties. Nothing contained in this Agreement establishes, creates, or is intended to or will be construed to establish or create, any right in or obligation to any third party. This Agreement, the Exhibit(s) and the Client Application set forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

The parties have duly executed this Agreement as of the date of the last signature below (the “**Effective Date**”).

Point and Pay, LLC

[City of Oak Park, MI]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

Services Description

The following is a description of all Services and Modules offered by PNP. PNP shall provide the Services to Client and its Customers via the specific Modules and Payment Devices chosen by Client in the Client Application. Applicable fees, if any, for Client's elections are set forth on the Client Application. The Services include support and training outlined below at no additional charge to Client.

Service Modules

- **Counter Module.** The Counter Module allows Customers to make payments to Client in a face-to-face environment or over the phone using a Payment Device. PNP will issue unique confirmation numbers to Customers who have completed a payment transaction using the Counter Module. The Counter Module also enables Client's staff to access reports via the web. The Counter Module is required to access the PNP Services. The Counter Module may be used in conjunction with or independently of point-of-sale (POS) terminals.
- **Web Module.** The Web Module allows Customers to make payments to Clients online using a Payment Device via a secure website hosted by PNP. Customers who elect to make payments via the Internet can follow a link from the Client website to the Client-branded, PNP-hosted web pages to submit a payment. PNP will issue unique confirmation numbers to Customers who have completed a payment transaction using the Web Module. PNP shall create the Client-branded, PNP-hosted web pages at no additional charge. Client may elect bill presentment and account validation functionality for the one-time set-up fee set forth on the Client Application under "Data File Integration."
- **Interactive Voice Response (IVR) Module.** The IVR Module allows Customers to make payments to Clients over the phone using a Payment Device. The Customer calls a toll-free phone number provided and managed by PNP to access the Client branded IVR. The IVR system recognizes Customer instructions through making a payment; the phone keypad is used to enter Payment Device numbers. The IVR system is configured and tested by PNP. PNP will issue unique confirmation numbers to Customers who have completed a payment transaction using the IVR Module. Election of the IVR Module includes a Client-branded IVR environment and, if applicable, Client shall pay the one-time IVR set-up fee for the IVR Module set forth on the Client Application. In addition, Client may elect to have bill presentment and account validation functionality enabled through the IVR for the one-time set-up fee on the Client Application under "Data File Integration."

Customer Payment Devices

Each of the Modules can provide the Customer with the ability to pay by Credit Card, Debit Card and/or Electronic Check.

Training

PNP shall provide instruction manuals and up to four (4) hours of webinar training to Client and Client personnel in connection with the Modules chosen by Client.

Support

PNP shall provide services and technical support to Client via telephone during regular business hours. Support availability shall be exclusive of downtime due to scheduled maintenance or events out of PNP's control. Support for the Products may be modified, suspended or terminated in PNP's sole discretion upon prior written notice.

Exhibit B

Client Application

point&pay Client Application

Partner Code:

Account Representative: Richard Malone

Submission Date:

Card Readers:
Quantity: 2 Type: Magtek - Encrypted ☒ Price per reader: 0

Target Live Date:

Client Profile

Client Legal Name as filed with the IRS:

City of Oak Park, MI

Federal Tax ID:

DBA: City of Oak Park, MI

Physical Address:

City:

State:

Zip:

Phone # to display on customer receipts:

Website Address:

Contacts

Primary Contact Name:

Primary Phone #:

Primary Email:

Accounting Contact:

Accounting Phone #:

Accounting Email:

Payment Types

☒ Visa ☒ MasterCard ☒ Discover ☒ AMEX ☒ Electronic Check

Fee Summary

1. ☐ Fees Absorbed by Client

2. ☒ Fees Paid by Customer

3. ☐ Tiered Fees

4. ☐ Custom Fees

1. Absorbed Credit Card Fees:

1. Absorbed E-check Fees:

1. Utility Program (Absorbed) ☐ Yes

1. Monthly Billing Method:

☐ Debit

☐ Online Credit Card

☐ Mail In Check

1. Billing Contact Info:

2. ☐ Credit Card - Flat Fee \$

☒ Credit Card - Percentage Fee 3 %

☒ Credit Card - Minimum Fee \$ 1.50

☐ Credit Card - Chargeback Fee \$

2. ☐ Debit Card - Flat Fee \$

2. ☒ E-check - Flat Fee \$ 1.50 up to \$10,000, \$10.00 over \$10,000

3. Credit Card - Tiered Fees:

Fee = \$ for payments between \$0.01 to \$50.00

Fee = \$ for payments between \$50.01 to \$100.00

Fee = \$ for payments between \$100.01 to \$150.00

Fee = \$ for payments between \$150.01 to \$200.00

Fee = \$ for payments between \$200.01 to \$250.00

Fee = \$ for payments between \$250.01 to \$300.00

Fee of an additional \$ for payments between the next \$50 range as outlined

Fee = \$ for payments between \$0.01 to \$100.00

Fee = \$ for payments between \$100.01 to \$200.00

Fee = \$ for payments between \$200.01 to \$300.00

Fee = \$ for payments between \$300.01 to \$400.00

Fee = \$ for payments between \$400.01 to \$500.00

Fee = \$ for payments between \$500.01 to \$600.00

Fee of an additional \$ for payments between the next \$100 range as outlined

4. Custom Fee Description:

Software Partner

☒ Yes ☐ No Integration Type: BS&A

Existing Integration With PNP: ☒ Yes ☐ No

Business Name:

Contact Name:

Phone :

Email:

Product Information

Product Name	Processing Channel	Total Annual Collections	Average Payment Amount	Highest Payment Amount
1 Summer Tax	☐ PNP POS ☐ PNP IVR ☐ PNP WEB ☐ (SP) POS ☐ (SP) WEB ☐ BILL PAY	\$	\$	\$
2 Winter Tax	☐ PNP POS ☐ PNP IVR ☐ PNP WEB ☐ (SP) POS ☐ (SP) WEB ☐ BILL PAY	\$	\$	\$
3 Utility Billing	☐ PNP POS ☐ PNP IVR ☐ PNP WEB ☐ (SP) POS ☐ (SP) WEB ☐ BILL PAY	\$	\$	\$
4 Permits	☐ PNP POS ☐ PNP IVR ☐ PNP WEB ☐ (SP) POS ☐ (SP) WEB ☐ BILL PAY	\$	\$	\$
5 BS&A Cash Receipting Codes	☐ PNP POS ☐ PNP IVR ☐ PNP WEB ☐ (SP) POS ☐ (SP) WEB ☐ BILL PAY	\$	\$	\$
6	☐ PNP POS ☐ PNP IVR ☐ PNP WEB ☐ (SP) POS ☐ (SP) WEB ☐ BILL PAY	\$	\$	\$
7	☐ PNP POS ☐ PNP IVR ☐ PNP WEB ☐ (SP) POS ☐ (SP) WEB ☐ BILL PAY	\$	\$	\$
8	☐ PNP POS ☐ PNP IVR ☐ PNP WEB ☐ (SP) POS ☐ (SP) WEB ☐ BILL PAY	\$	\$	\$
9	☐ PNP POS ☐ PNP IVR ☐ PNP WEB ☐ (SP) POS ☐ (SP) WEB ☐ BILL PAY	\$	\$	\$
10	☐ PNP POS ☐ PNP IVR ☐ PNP WEB ☐ (SP) POS ☐ (SP) WEB ☐ BILL PAY	\$	\$	\$

Banking Summary
Deposit Structure: ☐ Net Settlement ☒ Debit

 If Debit: ☒ Same account in which funds were deposited ☐ Use specific account ending in

Product Name (or # from above)	Bank Name	Routing #	Account #	Acct Type
Summer Tax				☐ Checking ☐ Savings
Winter Tax				☐ Checking ☐ Savings
Utility Billing				☐ Checking ☐ Savings
Permits				☐ Checking ☐ Savings
BS&A Cash Receipting Codes				☐ Checking ☐ Savings
				☐ Checking ☐ Savings
				☐ Checking ☐ Savings
				☐ Checking ☐ Savings
				☐ Checking ☐ Savings
				☐ Checking ☐ Savings

Notes

No set up fee, No monhtly fee.

Signature
 The undersigned agrees to abide by the Terms and Conditions of the Global Merchant Services Agreement, viewable at www.pointandpay.com/agreement.

Signature

Title

Name

Date



CITY OF OAK PARK, MI STAFF REPORT

AGENDA FOR: February 19, 2024

SUBJECT: Elevate Oak Park

DEPARTMENT: Communications and Public Information

FROM:

SUMMARY:

FINANCIAL STATEMENT:

RECOMMENDED ACTION:

EXHIBITS: None