CITY OF HARPER WOODS
REGULAR CITY COUNCIL MEETING
OCTOBER 5, 2026
7:00 P.M.
19617 HARPER AVENUE, HARPER WOODS, MI 48225
CITY COUNCIL CHAMBERS

MEETING AGENDA

A. CALL TO ORDER - MOMENT OF SILENCE - PLEDGE OF ALLEGIANCE:

B. ROLL CALL:

C. APPROVAL OF MINUTES:

1) Regular City Council meeting held on September 21, 2026

D. PUBLIC COMMENTS ON AGENDA ITEMS:

E. CONSENT AGENDA:

1) Approval of Accounts Payable Listing. ($499,821.08).
2) Payment to Turf & Timber. ($18,900.00)
3) Payment to Nu Appearance Maintenance Inc. ($8,123.75)
4) Payment to Simplified Business Solutions. ($11,879.68)

F. OLD BUSINESS:

G. NEW BUSINESS - CITY MANAGER'S REPORTS:

1) Public Hearing - Text Amendment City of Harper Woods Zoning Ordinance
2) Request for Text Amendment - City of Harper Woods Zoning Ordinance
3) Medstar Agreement Renewal
4) Employment Agreement - Director of Probation
5) Progress Payment No. 3 - 2025 TAP Grant - Sidewalk Replacement Project
6) Progress Payment 4 - Roscommon Pocket Park Project, #180-329
7) Point and Pay to BS&A Payment Services Transition

H. CALL TO AUDIENCE:

I. CALL TO COUNCIL:

CONTINUED . . .

J. OTHER BUSINESS:

1) Budget Workshop Session - Open to the Public

K. ADJOURNMENT:

John Szymanski, City Manager

This meeting is open to all members of the public under Michigan's Open Meetings Act.

The City of Harper Woods will provide necessary, reasonable auxiliary aids and services to individuals with disabilities at the meeting upon a 72-hour advance notice by contacting the clerk's office at 313-343-2510 or lfrank@harperwoods.net

CITY OF HARPER WOODS

CITY COUNCIL MEETING OF OCTOBER 5, 2026

AGENDA EXPLANATION

E. CONSENT AGENDA ITEMS: 1-4

EXPLANATION / SUMMARY

See attached listing.

RECOMMENDED ACTION:

By RESOLUTION, approve the Consent Agenda Items 1 through 4.

SUBMITTED BY: _____ **City Manager, John Szymanski**

___Approved ___Vote

CITY OF HARPER WOODS

CITY COUNCIL MEETING OF OCTOBER 5, 2026

AGENDA EXPLANATION

CONSENT AGENDA

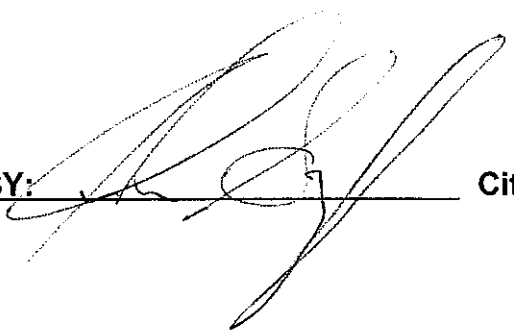
The following items are presented under the Consent Agenda for your review and approval.

1. ACCOUNTS PAYABLE LISTING / PAYROLL VENDOR LISTING
Recommended Action: approve the Accounts Payable/Payroll Vendor listing for Check Numbers 136139 through 136236 in the amount of $499,821.08 as submitted by the City Manager and Finance Director, and further, authorize the Mayor and City Clerk to sign the listing.

2. PAYMENT TO TURF & TIMBER
Recommended Action: approve payment to Turf and Timber LLC in the amount of $18,900.00 for the removal and trimming of trees and site clean up at several locations.

3. PAYMENT TO NU APPEARANCE MAINTENANCE, INC.
Recommended Action: approve payment to Nu Appearance Maintenance, Inc. in the amount of $8,123.75 for contractual lawn cutting, trash pickup in various areas of the City. It also includes lawn cuttings at various residential homes that were not in compliance with the Ordinance and lawn restorations due to main breaks.

4. PAYMENT TO SIMPLIFIED BUSINESS SOLUTIONS, LLC
Recommended Action: approve payment to Simplified Business Solutions in the amount of $11,879.68 for the email hosting, security and backups of our computer system for the month of September and for IT support services for all departments.

SUBMITTED BY:  **City Manager, John Szymanski**

CHECK REGISTER FOR CITY OF HARPER WOODS
CHECK DATE FROM 09/19/2026 - 10/02/2026
CHECKS: 136139-136236

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank GEN GENERAL						
Check Type: Paper Check						
09/22/2026	GEN	136139	006718	TRUIST GOVERNMENTAL FINANCE	P/I FOR BOND WATER METERS -TR	16,900.00
10/02/2026	GEN	136152	007410	3RD MONARCH STRATEGIES, LLC	MICHIGAN LEGISLATURE FY2026 - CM	4,000.00
10/02/2026	GEN	136153	001467	ABEL ELECTRONICS INC.	ELECTRONIC SUPPLIES-HWFD	83.96
10/02/2026	GEN	136154	004091	AIRGAS USA; LLC	AUG26 ARGON/OXYGEN CYLINDER RENTAL-DPW	414.72
10/02/2026	GEN	136155	007420	AJAX MATERIALS CORPORATION	10.64 TONS UM COLD PATCH-DPW	1,489.60
10/02/2026	GEN	136156	004732	ALEXIS TOUTANT-TORRES	REISSUE OF CHECK AUG 2022 ELECTION-TR	175.00
10/02/2026	GEN	136157	002438	ANDERSON, ECKSTEIN & WESTRICK	180-308 VERNIER WATER MAIN AG092126-CM	508.88
					180-313 HARPER VAN ANTWERP DEV AG092126	8,378.40
					180-395 PAVEMENT STRIPING AG092126	105.54
					180-388 2026 MISC. CONCRETE REP AG09092	15,307.52
					180-0255 MISS DIG AG092126	114.13
					180-393 NG911 GIS UPDATE AG092126	55.57
					180-329 ROSCOMMON POCKET PARK AG092126	479.80
					180-399 WATER RELIABILITY STUDY AG09212	9,360.00
					180-365 2025 SANITARY SEWER CLEAN AG092	47.38
					180-329 ROSCOMMON POCKET PARK AG092126	465.07
					180-364 2025 SAN SEWER FCIPP AG092126	189.02
					180-390 2026 SAN SEWER FCIPP AG092126	3,174.12
					180-308 VERNIER WATER MAIN AG092126-CM	12,440.00
					180-362 2025 STORM SEWER REP AG092126	674.33
					180-389 2026 STORM SEWER REP AG092126-C	830.07
						52,129.83
10/02/2026	GEN	136158	002438	ANDERSON, ECKSTEIN & WESTRICK	180-346 KELLY RD SS4A GRANT AG092126-CM	101.77
					180-400 MIO-YAC GRANT APP AG0092126	843.27
					180-331 DWRF LEAD SVC AG092126-CM	1,721.10
						2,666.14
10/02/2026	GEN	136159	006807	ARROW CONCRETE CUTTING	EMERG STREET CUT-MAIN BREAK-DPW	932.40
10/02/2026	GEN	136160	001944	BELLE TIRE DISTRIBUTORS	SCT. #67 PARTS/TIRE MAINTENANCE HWPD	1,510.99
10/02/2026	GEN	136161	003627	BLUE CROSS & BLUE SHIELD OF MI	OCT26 MEDICAL PREM/MEDICARE-CLERK	15,819.28
10/02/2026	GEN	136162	004450	BLUE WATER INDUSTRIAL PRODUCTS	OXYGEN CYLINDER RENTAL-HWFD	49.50
10/02/2026	GEN	136163	007764	HEISNER CEILINGS	DEPOSIT FOR HWPD OFFICES	7,335.00
10/02/2026	GEN	136164	007492	KT ASSOCIATES INC	SECURITY DETAIL (COURT) 071326-071726-3	1,057.00
					SECURITY DETAIL (COURT) 072024-072426-3	896.00
					SECURITY DETAIL (COURT) 090826-091126-3	854.00
					SECURITY DETAIL (COURT) 091426-091826-3	980.00
					SECURITY DETAIL (COURT) 092126-092426-3	784.00
						4,571.00
10/02/2026	GEN	136165	003008	CDW GOVERNMENT; INC.	BROTHER'S EQUIPMENT-HWPD	755.21
10/02/2026	GEN	136166	003371	CITY OF HARPER WOODS REFUSE	REFUSE VARIOUS CITY PROPERTIES	324.00
10/02/2026	GEN	136167	006426	CLASS A TRAINING CENTER, LLC	PROFESSIONAL SCVS-COUNSELING ADC-32A	425.00
10/02/2026	GEN	136168	001891	COMCAST	090126-102126 INTERNET/PHONE SVC-	991.75
10/02/2026	GEN	136169	001891	COMCAST	092826-102726 MTHLY NET/PHONE STATIC IP	502.58

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
10/02/2026	GEN	136170	001891	COMCAST	060126-063026 INTERNET/PHONE SVC/KELLY-	446.09
10/02/2026	GEN	136171	007248	COMCAST BUSINESS	AUG26 MONTHLY RECURRING CHARGES	366.33
10/02/2026	GEN	136172	007248	COMCAST BUSINESS	OCT26 MONTHLY RECURRING CHARGES	1,119.90
10/02/2026	GEN	136173	004830	CORELOGIC CENTRALIZED REFUNDS	2026 SUM TAX REFUND	2,160.62
					2026 SUM TAX REFUND	1,912.87
						4,073.49
10/02/2026	GEN	136174	005049	CRANDALL-WORTHINGTON, INC.	JANITORIAL SUPPLIES-DPW	242.79
10/02/2026	GEN	136175	006396	CYNTHIA CZECH	MIDC ATTORNEY 26-94191	205.83
10/02/2026	GEN	136176	006590	DAPHNE R. BRADFIELD	MIDC ATTORNEY ON CALL 090126	289.00
10/02/2026	GEN	136177	004996	DAVIS VISION, INC.	OCT26 EMPLOYEE PREMIUM-CLERK	359.69
10/02/2026	GEN	136178	007322	DAVONNE DARBY	MIDC ATTORNEY HOUSE COUNSEL/ON CALL 090	541.67
10/02/2026	GEN	136179	003360	DELTA DENTAL PLAN OF MI	OCT26 EMPLOYEE PREMIUMS-CLERK	7,880.52
10/02/2026	GEN	136180	006445	DORIS NEAL	MIDC ATTORNEY 25-93236	678.17
					MIDC ATTORNEY ON CALL 091526	289.00
						967.17
10/02/2026	GEN	136181	005644	DOXIM INC	SEPT26 MONTHLY WATER BILLS-TR	5,038.88
					2026 BLANK SUMMER TAX BILLS	77.99
						5,116.87
10/02/2026	GEN	136182	006256	DRIVE CREATIVE SERVICES, LLC	PRINT OF OCT/DEC26 NEWSLETTER AG100526	9,964.00
10/02/2026	GEN	136183	003454	DTE ENERGY	SEPT26 GAS/ELECTRIC-CITY PROPERTIES	10,333.08
10/02/2026	GEN	136184	006492	ELECTRO-MATIC VISUAL, INC	CITY SIGN REPAIRS/MAINTENANCE CM	1,482.00
10/02/2026	GEN	136185	007762	FORD OF MACOMB	#603 HEATER CONTROL FLUIDS-DPW	6.88
10/02/2026	GEN	136186	005175	G2 CONSULTING GROUP; LLC	180-388 STORM SEWER REPAIRS-CM	2,460.00
10/02/2026	GEN	136187	006123	GENESIS CHEVROLET	PARTS/MAINTENANCE AND REPAIRS-HWPD	362.31
10/02/2026	GEN	136188	006460	GREAT LAKES CONTRACTING SOLUTIONS	180-389 VERNIER RD/MB/PAV REP AG092126	7,495.96
10/02/2026	GEN	136189	005799	GREAT LAKES WATER AUTHORITY	AUGUST26 IWC CHARGES-TR	2,360.85
10/02/2026	GEN	136190	005799	GREAT LAKES WATER AUTHORITY	AUGUST26 WATER PURCHASES 55346.29 MCF-T	103,224.63
10/02/2026	GEN	136191	004160	GROSSE POINTE NEWS	#3 HW 9/17 PHN CC ZONEING-CLERK	277.50
					#2 HW 9/17 POLICE AUCTION-CLERK AD	157.25
					#5 HW 9/17 SYN REG MTG-CLERK AD	610.50
						1,045.25
10/02/2026	GEN	136192	007710	GUARDIAN UNDERGROUND	SALTER PK HYDRANT REPLACED AG092126	1,400.00
					2 WATER GATE VALVES REPAIRED AG092126	4,900.00
					MAIN BRK REPAIR AG092126-DPW	5,100.00
					STOP BOX REMOVAL/TAMPERING AG092126	500.00
					STOP BOX REPLACEMENT AG092126	900.00
						12,800.00
10/02/2026	GEN	136193	003083	HARPER WOODS WATER DEPARTMENT	WATER SERVICES VAR CITY PROPERTIES	510.15
10/02/2026	GEN	136194	000267	HOME DEPOT CREDIT SERVICES	HARDWARE-MAINT SUPPLIES-HWPD	98.73
					HARDWARE-MAINT SUPPLIES-HWPD	323.14
						421.87

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
10/02/2026	GEN	136195	007659	INDUSTRIAL SAFAFETY LLC	120-GALS SEWER CLEANING CHEMICALS-DPW	3,935.76
10/02/2026	GEN	136196	007253	ITU INC	EQUIP/PARTS/MAINT-DPW	232.37
10/02/2026	GEN	136197	007761	JAZREEL RUMBLEY	2026 SUM TAX REFUND	1,084.25
10/02/2026	GEN	136198	007451	FITZGERALD LAW, PLLC	MIDC ATTORNEY HOUSE COUNSEL/ON CALL 091	477.67
10/02/2026	GEN	136199	007504	KEVIN WITENOFF	MIDC ATTORNEY HOUSE COUNSEL/ON CALL-091	1,224.00
10/02/2026	GEN	136200	007510	KEITH G. TATARELL	MIDC ATTORNEY 26-94118	715.00
					MIDC ATTORNEY 26-94196	251.34
					MIDC ATTORNEY 26-94166	173.33
						1,139.67
10/02/2026	GEN	136201	005879	L. ANTHONY CONSTRUCTION, INC.	180-388 CONCRETE PAVEMENT PYT1 AG090926	7,986.35
10/02/2026	GEN	136202	007742	JUSTIN W. AMDREWS	MIDC ATTORNEY HOUSE 26-94169A/B	253.50
					MIDC ATTORNEY HOUSE 26-94101A-C	10.83
						264.33
10/02/2026	GEN	136203	007763	LAW OFFICE OF RICHARD A BARR	PROF LEGAL SERVICES/POUPARD REDEVEL-CM	545.00
					PROF LEGAL SERVICES EASTLAND MALL-CM	1,090.00
						1,635.00
10/02/2026	GEN	136204	003593	LOWE'S	HARDWARE/SUPPLIES-DPW	100.68
					HARDWARE SUPPLIES-MAINT HWPD	87.90
					HARDWARE SUPPLIES-MAINT HWPD	62.64
						251.22
10/02/2026	GEN	136205	004914	MACOMB COUNTY	AUG26 TRAFFIC SIGNAL MAINT-DPW	305.51
10/02/2026	GEN	136206	006885	MACQUEEN EQUIPMENT	2024 FORD E-450 UTILITY BOX TRUCK AG090	66,000.00
10/02/2026	GEN	136207	002829	MCKENNA ASSOCIATES INC	AUG26 PROFESSIONAL SVCS-CL	584.07
10/02/2026	GEN	136208	005865	METCOM	COURT SUPPLIES/FORMS-32A DC	701.20
10/02/2026	GEN	136209	000547	MICHIGAN MUNICIPAL LEAGUE	MML CONVENTION LODGEING 10/6-10/26-CM	765.00
10/02/2026	GEN	136210	002322	MULLIGANS LAWN SERVICE	WKLY CUL DE SAC LAWN CUTTINGS-DPW	130.00
					WKLY CUL DE SAC LAWN CUTTINGS-DPW	130.00
					WKLY CUL DE SAC LAWN CUTTINGS-DPW	130.00
						390.00
10/02/2026	GEN	136211	000871	NU APPEARANCE	ASSIST STORM CLEAN UP AG092126-DPW	1,500.00
					MAIN BREAK RESTORATIONS AG092126-DPW	3,720.75
					TREE REMOVAL RESTORATIONS AG092126-DPW	8,010.00
					WEED CONTROL MUNICIPAL LOC AG092126	600.00
					FERTILIZATION/WEED CITY LOC AG051826-RE	1,048.00
					SPRING CLEAN UP-CITY LOCATIONS AG051826	3,955.00
						18,833.75
10/02/2026	GEN	136212	004856	ON TIME SUPPLIES	MISC SUPPLIES CITY OFFICES/DEPTS-CM	52.23
10/02/2026	GEN	136213	006223	PERKINS LAW GROUP PLLC	PROF LEGAL SERVICES 080326-083126	5,500.00
10/02/2026	GEN	136214	006596	LAW OFFICE OF PHYLLIS G-ROBINSON	MIDC ATTORNEY 26-94012a-c	238.33
					MIDC ATTORNEY 26-94040a-c	580.68

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
					MIDC ATTORNEY 23-94176 A/B	236.16
					MIDC ATTORNEY 26-93989	429.83
						1,485.00
10/02/2026	GEN	136215	001531	PIRTEK MADISON HEIGHTS	EQUIPMENT MAINT-PARTS-DPW	276.80
10/02/2026	GEN	136216	006672	PK CONTRACTING	180-396 PAVEMENT STRIP PROJ PP2 AG08102	26,492.59
10/02/2026	GEN	136217	004381	POS PAPER.COM	(3) HEAVY THERMAL PAPER-HWPD	200.85
10/02/2026	GEN	136218	002200	PRINTING SYSTEMS	ELECTION SUPPLIES-CLERK	250.32
					ELECTION SUPPLIES-CLERK	421.33
					ELECTION SUPPLIES-CLERK	418.96
						1,090.61
10/02/2026	GEN	136219	000689	QUILL CORPORATION	OFFICE SUPPLIES-CLERK	306.83
					OFFICE SUPPLIES-COURT	241.18
					OFFICE SUPPLIES-COURT	207.07
					OFFICE SUPPLIES-COURT	77.13
						832.21
10/02/2026	GEN	136220	001382	RKA PETROLEUM	600.6 #2 ULTRA LOW SULFUR DIESEL-DPW	3,459.04
10/02/2026	GEN	136221	007760	S & J PLUMBING	PLUMBING PERMIT REFUND-TR	45.00
10/02/2026	GEN	136222	000518	SIR SPEEDY #6310	VEHICLE MAGNETS/ASSESSING/IN FIELD CITY	85.73
10/02/2026	GEN	136223	007240	STATEWIDE ELECTRICAL	ON SITE SVCS CALL CH/REPLACED FIXTURE-D	792.24
					ON SITE SVCS CALL CH FLOOD LIGHTS -DPW	654.00
						1,446.24
10/02/2026	GEN	136224	002717	SUPREME HEATING & COOLING; LLC	HVAC SYSTEM REPAIRS-DPW	495.00
10/02/2026	GEN	136225	006882	TANEESHA BRANTLEY	CLEANING SERVICES KELLY RD-DPW	200.00
					CLEANING SERVICES KELLY RD-DPW	200.00
						400.00
10/02/2026	GEN	136226	007545	THE STANDARD INSURANCE CO	OCT2026 LIFE INSURANCE PREMIUM-CLERK	2,742.51
10/02/2026	GEN	136227	007249	THOMAS W. JAKUC	MIDC ATTORNEY 26-94150-1	487.50
10/02/2026	GEN	136228	001148	TOSHIBA FINANCIAL SERVICES	COPIER/PRINTER CONTRACT PAYMENT-CM	1,953.93
10/02/2026	GEN	136229	006119	TRACTION HEAVY DUTY	#602 MAINT/PARTS/SUPPLIES-DPW	1,710.21
10/02/2026	GEN	136230	006653	TURF AND TIMBER TREE EXPERTS	911-EMERGENCY REPAIRS 092126-DPW	6,800.00
10/02/2026	GEN	136231	006716	ULINE	OFFICE SUPPLIES-HWFD	427.40
10/02/2026	GEN	136232	007381	VASSAL JOHNSON II	MIDC ATTORNEY 26-94138A-D	931.67
					MIDC ATTORNEY HOUSE 26-94143	214.50
					MIDC ATTORNEY HOUSE 26-94153	320.67
					MIDC ATTORNEY HOUSE 26-94168A/B	335.83
					MIDC ATTORNEY HOUSE 26-94184	812.50
					MIDC ATTORNEY HOUSE 26HA01237	225.33
					MIDC ATTORNEY HOUSE 26-94208	691.16
					MIDC ATTORNEY HOUSE 26-94185	699.84
						4,231.50
10/02/2026	GEN	136233	000470	VERIZON WIRELESS	SEPT25 DIST COURT CISCO DEVICE-32A	188.53

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
					SEPT26 MOBILE SVCS (DPW, BLD, FIRE, REC	408.09
					SEPT26 MOBLE PHONE SERVICE HWPD-CM	288.06
						884.68
10/02/2026	GEN	136234	006537	WALKER CONSULTING	ADC COURT SERVICES 090226-091826	1,710.60
10/02/2026	GEN	136235	001428	WAYNE COUNTY	AUG26 TRAFFIC SIGNAL ENERGY-DPW	40.27
10/02/2026	GEN	136236	005271	WCA ASSESSING	OCT26 CONTRACT ASSMT AG092126-CL	7,038.50
					Total Paper Check:	460,850.84

GEN TOTALS:

Total of 86 Checks:	460,850.84
Less 0 Void Checks:	0.00
Total of 86 Disbursements:	460,850.84

MARIA A. NAWROCKI, FINANCE DIRECTOR

JOHN M. SZYMANSKI, CITY MANAGER

TO THE BEST OF MY KNOWLEDGE AND BELIEF THE ABOVE BILLS ARE VALID OBLIGATIONS OF THE CITY OF HARPER WOODS AND ARE DUE AND PAYABLE

LESLIE M. FRANK, CITY CLERK

VALERIE J. KINDLE, MAYOR

BY RESOLUTION THE BILLS PROCESSED PRESENTED ABOVE ARE HEREBY APPROVED FOR PAYMENT AT THE REGULAR COUNCIL MEETING

PAYROLL DEDUCTION CHECK REGISTER FOR CITY OF HARPER WOODS
FOR CHECK DATES 9/19/2026 thru 10/02/2026
CHECK NUMBERS 136140 thru 136151

Check Date	Check#	Vendor Name	Description	Amount
09/24/2026	136140	AFLAC	P/R DEDUCTIONS W/H 9/24/2026	689.12
09/24/2026	136141	FRATERNAL ORDER OF POLICE #102	P/R DEDUCTIONS W/H 9/24/2026	84.00
09/24/2026	136142	FRATERNAL ORDER OF POLICE LABOR COUNCIL	P/R DEDUCTIONS W/H 9/24/2026	875.50
09/24/2026	136143	HWPOA	P/R DEDUCTIONS W/H 9/24/2026	232.50
09/24/2026	136144	IAFF LOCAL #1188	P/R DEDUCTIONS W/H 9/24/2026	1,050.00
09/24/2026	136145	MISSION SQUARE	P/R DEDUCTIONS W/H 9/24/2026	8,378.00
09/24/2026	136146	MISDU	P/R DEDUCTIONS W/H 9/24/2026	1,028.96
09/24/2026	136147	NATIONWIDE 457 COMPENSATION PLAN	P/R DEDUCTIONS W/H 9/24/2026	1,205.00
09/24/2026	136148	POLICE OFFICERS ASSOCIATION OF MI	P/R DEDUCTIONS W/H 9/24/2026	509.60
09/24/2026	136149	STATE OF MICHIGAN	P/R DEDUCTIONS W/H 9/24/2026	24,557.56
09/24/2026	136150	THIN BLUE LINE OF MICHIGAN	P/R DEDUCTIONS W/H 9/24/2026	10.00
09/24/2026	136151	TPOAM	P/R DEDUCTIONS W/H 9/24/2026	350.00

GRAND TOTAL **$38,970.24**

MARIA A. NAWROCKI, FINANCE DIRECTOR

JOHN M. SZYMANSKI, CITY MANAGER

TO THE BEST OF MY KNOWLEDGE AND BELIEF THE ABOVE PAYROLL DEDUCTIONS ARE VALID OBLIGATIONS OF THE CITY OF HARPER WOODS AND ARE DUE AND PAYABLE

LESLIE M. FRANK, CITY CLERK

VALERIE J. KINDLE, MAYOR

BY RESOLUTION THE PAYROLL LIABILITIES PROCESSED ARE PRESENTED ABOVE ARE HEREBY APPROVED FOR PAYMENT AT THE REGULAR COUNCIL MEETING

TURF & TIMBER
TREE EXPERTS
21715 HARPER AVENUE, ST. CLAIR SHORES, MI 48080
313-885-9292

TREE SERVICE INVOICE

SERVICE ADDRESS:	BILL TO:
18800 ROSCOMMON HARPER WOODS MI 48225	DEPT OF PUBLIC WORKS HARPER WOODS MI 48225
INVOICE NO.: 1969 DATE: SEPTEMBER 25, 2026	EMAIL: HWDPW@HARPERWOODS.NET

JOB DESCRIPTION	PRICE
9-18-2026 – DEAD COTTONWOOD - REMOVAL + STUMP	$4,200.00
*INCLUDING HAULING WOOD, CHIPPING BRUSH , GRINDING STUMP & CLEAN UP	

AMOUNT DUE UPON RECEIPT	**$4,200.00**

PLEASE MAKE CHECK PAYABLE TO:

TURF & TIMBER LLC
21715 HARPER AVE
ST CLAIR SHORES MI 48080

TURF & TIMBER
TREE EXPERTS
21715 HARPER AVENUE, ST. CLAIR SHORES, MI 48080
313-885-9292

TREE SERVICE INVOICE

SERVICE ADDRESS:	BILL TO:
19390 WOODSIDE HARPER WOODS MI 48225	DEPT OF PUBLIC WORKS HARPER WOODS MI 48225
INVOICE NO.: 1970 DATE: SEPTEMBER 25, 2026	EMAIL: HWDPW@HARPERWOODS.NET

JOB DESCRIPTION	PRICE
9-18-2026 – DEAD MAPLE - REMOVAL + STUMP	$1,800.00
*INCLUDING HAULING WOOD, CHIPPING BRUSH , GRINDING STUMP & CLEAN UP	

AMOUNT DUE UPON RECEIPT	**$1,800.00**

PLEASE MAKE CHECK PAYABLE TO:

TURF & TIMBER LLC
21715 HARPER AVE
ST CLAIR SHORES MI 48080

TURF & TIMBER
TREE EXPERTS
21715 HARPER AVENUE, ST. CLAIR SHORES, MI 48080
313-885-9292

TREE SERVICE INVOICE

SERVICE ADDRESS:	BILL TO:
20648 ROSCOMMON HARPER WOODS MI 48225	DEPT OF PUBLIC WORKS HARPER WOODS MI 48225
INVOICE NO.: 1971 DATE: SEPTEMBER 25, 2026	EMAIL: HWDPW@HARPERWOODS.NET

JOB DESCRIPTION	PRICE
9-18-2026 – DEAD ASH - REMOVAL + STUMP	$1,300.00
*INCLUDING HAULING WOOD, CHIPPING BRUSH , GRINDING STUMP & CLEAN UP	

AMOUNT DUE UPON RECEIPT	**$1,300.00**

PLEASE MAKE CHECK PAYABLE TO:

TURF & TIMBER LLC
21715 HARPER AVE
ST CLAIR SHORES MI 48080

TURF & TIMBER
TREE EXPERTS
21715 HARPER AVENUE, ST. CLAIR SHORES, MI 48080
313-885-9292

TREE SERVICE INVOICE

SERVICE ADDRESS:	BILL TO:
19296 ROLANDALE (ON BOURNEMOUTH) HARPER WOODS MI 48225	DEPT OF PUBLIC WORKS HARPER WOODS MI 48225
INVOICE NO.: 1972 DATE: SEPTEMBER 25, 2026	EMAIL: HWDPW@HARPERWOODS.NET

JOB DESCRIPTION	PRICE
9-22-2026 – ELM – DEAD TOPS – NOT SALVAGEABLE -REMOVAL + STUMP	$4,600.00
*INCLUDING HAULING WOOD, CHIPPING BRUSH , GRINDING STUMP & CLEAN UP	

AMOUNT DUE UPON RECEIPT	**$4,600.00**

PLEASE MAKE CHECK PAYABLE TO:

TURF & TIMBER LLC
21715 HARPER AVE
ST CLAIR SHORES MI 48080

TURF & TIMBER
TREE EXPERTS
21715 HARPER AVENUE, ST. CLAIR SHORES, MI 48080
313-885-9292

TREE SERVICE INVOICE

SERVICE ADDRESS:	BILL TO:
21721 BOURNEMOUTH HARPER WOODS MI 48225	DEPT OF PUBLIC WORKS HARPER WOODS MI 48225
INVOICE NO.: 1973 DATE: SEPTEMBER 25, 2026	EMAIL: HWDPW@HARPERWOODS.NET

JOB DESCRIPTION	PRICE
9-23-2026 – ELM – DEAD TOPS/LIMBS/CAVITIES – NOT SALVAGEABLE - REMOVAL + STUMP (EXCESSIVE STUMP GRINDING)	$4,200.00
*INCLUDING HAULING WOOD, CHIPPING BRUSH , GRINDING STUMP & CLEAN UP	

AMOUNT DUE UPON RECEIPT	**$4,200.00**

PLEASE MAKE CHECK PAYABLE TO:

TURF & TIMBER LLC
21715 HARPER AVE
ST CLAIR SHORES MI 48080

TURF & TIMBER
TREE EXPERTS
21715 HARPER AVENUE, ST. CLAIR SHORES, MI 48080
313-885-9292

TREE SERVICE INVOICE

SERVICE ADDRESS:	BILL TO:
20075 ROSCOMMON HARPER WOODS MI 48225	DEPT OF PUBLIC WORKS HARPER WOODS MI 48225
INVOICE NO.: 1974 DATE: SEPTEMBER 25, 2026	EMAIL: HWDPW@HARPERWOODS.NET

JOB DESCRIPTION	PRICE
9-24-2026 – ASH– DEAD TOPS – NOT SALVAGEABLE -REMOVAL + STUMP (EXCESSIVE STUMP GRINDING)	$1,200.00
*INCLUDING HAULING WOOD, CHIPPING BRUSH , GRINDING STUMP & CLEAN UP	

AMOUNT DUE UPON RECEIPT	**$1,200.00**

PLEASE MAKE CHECK PAYABLE TO:

TURF & TIMBER LLC
21715 HARPER AVE
ST CLAIR SHORES MI 48080

TURF & TIMBER
TREE EXPERTS
21715 HARPER AVENUE, ST. CLAIR SHORES, MI 48080
313-885-9292

TREE SERVICE INVOICE

SERVICE ADDRESS:	BILL TO:
19960 ROSCOMMON HARPER WOODS MI 48225	DEPT OF PUBLIC WORKS HARPER WOODS MI 48225
INVOICE NO.: 1975 DATE: SEPTEMBER 25, 2026	EMAIL: HWDPW@HARPERWOODS.NET

JOB DESCRIPTION	PRICE
9-24-2026 – DEAD ASH– REMOVAL + STUMP (EXCESSIVE STUMP GRINDING)	$1,600.00
*INCLUDING HAULING WOOD, CHIPPING BRUSH , GRINDING STUMP & CLEAN UP	

AMOUNT DUE UPON RECEIPT	**$1,600.00**

PLEASE MAKE CHECK PAYABLE TO:

TURF & TIMBER LLC
21715 HARPER AVE
ST CLAIR SHORES MI 48080

NU APPEARANCE MAINTENANCE INC.
19942 Harper Ave
Harper Woods, MI 48225-1759
USA
3138840515
nuappearance@comcast.net

BILL TO
H.W. Parks and Recreation Dept.
Chris Skerritt
20221 Beaconsfield
Harper Woods, MI 48225

INVOICE # 35526
DATE 07/31/2026
DUE DATE 08/30/2026
TERMS Net 30

P.O. NUMBER
36936

SALES REP
SAK

July Lawn Invoices 3 of 3			
I-94 Service Drive. 7/7, 7/14, 7/21, 7/28			
Commercial lawn cutting	4	347.00	1,388.00
Pickup Trash	4	80.00	320.00
Vernier Road Median. 7/6, 7/13, 7/20, 7/27			
Commercial lawn cutting	4	84.00	336.00
19969 Anita. 7/7, 7/13, 7/20, 7/27			
Commercial lawn cutting	4	34.00	136.00
20245 Huntington. 7/7, 7/13, 7/20, 7/27			
Commercial lawn cutting	4	53.00	212.00
20321 Roscommon. 7/6, 7/13, 7/20, 7/27			
Commercial lawn cutting	4	34.00	136.00
Mr. C's Auto Wash Triangle. 7/7, 7/13, 7/20, 7/27			
Commercial lawn cutting	4	32.00	128.00
Canton/Corner. 7/7, 7/13, 7/20, 7/27			
Commercial lawn cutting	4	37.00	148.00
Fraser Square Park. 7/6, 7/13, 7/20, 7/27			
Commercial lawn cutting	4	125.00	500.00

Thank You For Your Business!

BALANCE DUE **$3,304.00**

NU APPEARANCE MAINTENANCE INC.
19942 Harper Ave
Harper Woods, MI 48225-1759
USA
3138840515
nuappearance@comcast.net

BILL TO
H.W. Department of Public Works
Marjorie Dufort
19600 E. Eight Mile Road
Harper Woods, MI 48225

INVOICE # 35761
DATE 09/03/2026
DUE DATE 10/03/2026
TERMS Net 30

P.O. NUMBER
36936

SALES REP
AFK

MAIN BREAK RESTORATIONS:			
Restorations 8/27/26: 18981 Kingsville; 18605 Old Homestead; 18925, 20650, 20666 Eastwood; 19616 Lochmoor; 20016, 20308 Country Club; 20616 Fleetwood; 19713 Anita; 20240, 20462, 20518 Hollywood.			
Labor Hours	30	47.00	1,410.00
Materials: Topsoil; Seed Mix; Peat Moss; Starter Fertilizer.	1	1,080.25	1,080.25
Restorations 8/28/26: 21432 Prestwick			
Labor Hours	12	47.00	564.00
Materials: Topsoil; Seed Mix; Peat Moss; Starter Fertilizer.	1	666.50	666.50

Thank You For Your Business!

BALANCE DUE **$3,720.75**

NU APPEARANCE MAINTENANCE INC.
19942 Harper Ave
Harper Woods, MI 48225-1759
USA
3138840515
nuappearance@comcast.net

BILL TO
H.W. Department of Public Works
Marjorie Dufort
19600 E. Eight Mile Road
Harper Woods, MI 48225

INVOICE # 35758
DATE 09/02/2026
DUE DATE 10/02/2026
TERMS Net 30

P.O. NUMBER
36936

SALES REP
SAK

Lawn cuttings/cleanups requested by City of Harper Woods.			
List: 8/26/26			
20449 Hunt Club 8/26	1	40.00	40.00
20201 Country Club side-rear 8/26	1	65.00	65.00
20411 Danbury Lane high weeds 8/26	1	60.00	60.00
20604 Hollywood 8/26	1	75.00	75.00
20270 Hollywood 8/26	1	65.00	65.00

Thank You For Your Business!

BALANCE DUE **$305.00**

NU APPEARANCE MAINTENANCE INC.
19942 Harper Ave
Harper Woods, MI 48225-1759
3138840515
nuappearance@comcast.net

BILL TO
Marjorie Dufort
Department of Public Works
19600 E. Eight Mile Road
Harper Woods, MI 48225

INVOICE # 35412
DATE 07/08/2026
DUE DATE 08/07/2026
TERMS Net 30

P.O. NUMBER
36936

SALES REP
AFK

City Municipal Building including Police & Fire:			
Shrub Trimming and Cleanup Beds 7/1.	1	600.00	600.00
Vernier Median Sign Bed:			
Shrub Trimming and Cleanup Bed 6/24.	1	200.00	200.00

We accept cash, checks, money orders, credit and debit cards. Please call the office if you would like to pay with a card. All card payments will incur a 3% fee.
Thank you for your business!

PAYMENT 6.00
BALANCE DUE **$794.00**

Simplified Business Solutions, LLC
310 Huron Ave.
Suite 3
Port Huron, MI 48060
(810) 990-4479

Bill To:
City of Harper Woods Attn: Leslie Frank 20010 Kelly Rd, Harper Woods, MI 48225 United States

Date	**Invoice**
09/01/2026	7858
Account	
SBS4-20	

Terms	**Due Date**	**PO Number**	**Reference**	
Net 30 days	10/01/2026	36002	Monthly Billing for September	38-6005461
SMS Enterprise includes – 8 Hours Monthly – Technical I (onsite or remote) Additional hours billed at $125.00/hr				

Managed Services Details	Quantity	Price	Amount
Agreement SMS-E-Managed Services Enterprise			$1,200.00
RMM Auto-Created Managed Network Computer	83.00	$5.25	$435.75
Advanced Anti-virus, Malware Protection, and Reporting	83.00	$4.25	$352.75
DNS gateway filtering software (additional web site/browser protection)	83.00	$2.25	$186.75
M365 Business Basic - Added Charles Voorhees (employee# 6160) Luther Steinberg (employee# 4660)	6.00	$7.00	$42.00
M365 Business Premium - Email & Desktop Software (73 – HarperWoods / 13- 32aDC) NEW 1 PD - 1 City	86.00	$22.50	$1,935.00
M365 CoPilot for business Promo Add-on (normally $30/per user)	5.00	$0.00	$0.00
Security Awareness Training	61.00	$2.00	$122.00
HWoods City Server Backup - *Additional Storage = 125.00 500GB*	1.00	$275.00	$275.00
HWoods PD Server backup service - *Additional Storage = 125.00 500GB*	1.50	$275.00	$412.50
D32A Court Backup	2.00	$37.50	$75.00
Monthly Website Maintenance (City)	1.00	$164.99	$164.99
Monthly Website Maintenance (Court)	1.00	$117.49	$117.49
City YouTube Channel through Google Workspace	1.00	$59.99	$59.99
Fortify Advanced Security Protection	6.00	$29.99	$179.94
Adobe Pro Enterprise	7.00	$24.99	$174.93
ScreenConnect Annual Subscription (Billed Monthly) - 6 licenses Remote access for (Assessing/John/Micki/Finance Laptop/Court)	5.00	$15.00	$75.00
		Total Managed Services Details:	**$5,809.09**

Tech II Billed @ $150.00 per hour - Network Architecture, Server, Design Engineering - Cyber security

VCIO Oversight - Billed @ $200.00 per hour
Policy and Strategic Planning

Make checks payable to Simplified Business Solutions, LLC	**Invoice Subtotal:**	$5,809.09
	Sales Tax:	$0.00
	Invoice Total:	**$5,809.09**
	Payments:	$0.00
	Credits:	$0.00
	Balance Due:	**$5,809.09**

SIMPLIFIED BUSINESS SOLUTIONS
TECHNOLOGY SIMPLIFIED
866.416.2215 www.team-sbs.com

Simplified Business Solutions, LLC
310 Huron Ave.
Suite 3
Port Huron, MI 48060
(810) 990-4479

Bill To:
City of Harper Woods Attn: Leslie Frank 20010 Kelly Rd, Harper Woods, MI 48225 United States

Date	**Invoice**
09/01/2026	7912
Account	
SBS4-20	

Terms	**Due Date**	**PO Number**	
Net 30 days	10/01/2026		38-6005461

Services	Work Type	Hours	Rate	
Agreement Billable Time: SMS-E-Managed Services Enterprise				
Technician I Regular 4.00/19.25 0.00/85.00				
			Total Services:	**$1,976.25**

Products & Other Charges	Quantity	Price	Amount
Billable Products & Other Charges			
Patch Cables 7-10 ft: Patch Cables 7-10 ft	1.00	$14.99	$14.99
Agreement: SMS-E-Managed Services Enterprise			
Watchguard T85 POE 3Yr. Total Security: Watchguard T85 POE Renewal CIty/Police/Fire/Court	1.00	$4,419.35	$4,419.35
		Total Products & Other Charges:	**$4,434.34**

Adjustments	Quantity	Amount
Recurring Revenue: SMS-E-Managed Services Enterprise		
Services	(4)	-$340.00
	Total Adjustments:	**-$340.00**

Make checks payable to Simplified Business Solutions, LLC

Invoice Subtotal:	$6,070.59
Sales Tax:	$0.00
Invoice Total:	**$6,070.59**
Payments:	$0.00
Credits:	$0.00
Balance Due:	**$6,070.59**

CITY OF HARPER WOODS

CITY COUNCIL MEETING OF OCTOBER 5, 2026

AGENDA EXPLANATION

NEW BUSINESS NO. 1 - PUBLIC HEARING - ZONING ORDINANCE AMENDMENT

EXPLANATION / SUMMARY

As was scheduled at your September 9, 2026 Council meeting, we will hold a public hearing to hear comment and input on the proposed text amendment to the Zoning Ordinance to allow for a drive through operation in an MU-2 District, subject to Special Land Use approval.

As you recall, a marijuana business owner located at 19616 Kelly Road requested that the City allow a drive-through at his marijuana business, which is currently prohibited in the MU-2 district. The matter was previously considered at the July 13 City Council meeting, at which time a decision to overturn the Planning Commission's recommended denial was made.

For this portion of the agenda only the standard motions to open and close the public hearing are required.

RECOMMENDED ACTION:

1) By MOTION, to open the Public Hearing on the proposed text amendment to the Zoning Ordinance to allow for a drive through operation in an MU-2 District, subject to Special Land Use approval.

2) By MOTION, to close the Hearing.

SUBMITTED BY: **City Manager, John Szymanski**

___Approved ___Vote

CITY OF HARPER WOODS

CITY COUNCIL MEETING OF OCTOBER 5, 2026

AGENDA EXPLANATION

NEW BUSINESS NO. 2 - REQUEST FOR TEXT AMENDMENT - ZONING ORDINANCE

EXPLANATION / SUMMARY

With the Public Hearing having been held, we need to consider an amendment to the zoning ordinance to permit drive-through operations at marijuana facilities located within the MU-2 (Medium Density Mixed Use-2) district, subject to the requirement that the use obtain a Special Land Use (SLU) approval.

This request originated with a marijuana business owner located at 19616 Kelly Road, who requested that the City allow a drive-through component as part of the facility's operations. The matter was previously considered by the City Council at its July 13 meeting, at which time the Council overturned the Planning Commission's recommended denial of the requested MU-2 zoning allowance.

Following this action, the proposed ordinance amendment has proceeded through the City's required review process, including the public hearing that provided an opportunity for residents, property owners, and other interested parties to comment on the proposed change.

The proposed amendment would establish a regulatory framework under which drive-through operations at marijuana facilities could be considered in the MU-2 district, while requiring SLU approval on a case-by-case basis. The SLU process would provide the City with an opportunity to evaluate individual proposals and establish appropriate conditions related to site design, traffic circulation, access, hours of operation, buffering, and other applicable land-use considerations.

RECOMMENDED ACTION:

By RESOLUTION, to place for first reading and consideration of adoption, the proposed zoning ordinance amendment to allow drive-through operations at marijuana facilities in the MU-2 district, subject to Special Land Use approval, and further to direct the City Clerk to publish a notice of this in accordance with City Charter requirements.

SUBMITTED BY: _____ **City Manager, John Szymanski**

___Approved ___Vote

AN ORDINANCE TO AMEND IN PART
AN ORDINANCE ENTITLED "HARPER WOODS ZONING ORDINANCE"
ORDINANCE NO. 2026-
TO ALLOW DRIVE THROUGH

THE CITY OF HARPER WOODS, WAYNE COUNTY, MICHIGAN, ORDAINS:

The City of Harper Woods Zoning Ordinance of 2025, as amended (hereinafter the "Ordinance"), shall be amended to amend Section 6.15 Use Requirements, as follows, to wit:

SECTION 1: That Table 3.B Land Uses by Zoning District be and is hereby amended to include 'Special Land Use'/SLU under MU-2 districts.

Land Use	R-1	R-2	R-3	MU-1	MU-2	C-R	Additional Use Standards
Commercial Uses							
...							
Convenience Store (Defined, p. 14)				P	P	P	(*See Sec. 6.06*)
Drive-Through Facility (Defined, p. 15)					**SLU**	SLU	(*See Sec. 6.07*)
Event Hall / Banquet Hall (w/ kitchen) (Defined, p. 16)						SLU	(*See Sec. 6.08*)
...							

SECTION 2: That Section 6.15 Marijuana Establishments be and is hereby amended to read as follows:

Section 6.15 Marijuana Establishments
C. Use Requirements. The construction and operation of marijuana establishments shall be pursuant to the following requirements:

6. Drive Through. Drive-through windows on the premises of a marijuana establishment shall only be permitted upon approval of a Special Land Use permit by the City Council.

SECTION 2. REPEAL All Ordinances, or parts of ordinances, in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

SECTION 3. SEVERABILITY If any article, section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance, it being the intent of the Council of the City of Harper Woods that this ordinance shall stand, notwithstanding the invalidity of any article, section, subsection, sentence, clause, phrase or portion thereof.

SECTION 4. EFFECTIVE DATE This Ordinance shall become effective ten (10) days after being published in a newspaper of general circulation within the City of Harper Woods.

Valerie Kindle, Mayor

Leslie M. Frank, City Clerk

INTRODUCTION AND FIRST READING: October 5, 2026
SECOND READING AND ADOPTION:
PUBLISHED:
EFFECTIVE DATE:

CITY OF HARPER WOODS

CITY COUNCIL MEETING OF OCTOBER 5, 2026

AGENDA EXPLANATION

NEW BUSINESS NO. 3 - MEDSTAR - AGREEMENT RENEWAL

EXPLANATION / SUMMARY

Attached is a service agreement renewal from Medstar Ambulance. This contract has been reviewed by the Direcotr of Public Safety, the City Attorney and I. It is essentially the same contract that has been in place for the last several years.

The previous contract expired in 2023 and was recently brought to my attention.

Kolby Miller of Medstar will be in attendance to answer any questions.

It is my recommendation that this agreement be approved.

RECOMMENDED ACTION:

By RESOLUTION, to approve the five (5) year agreement between the City of Harper Woods and Medstar, Inc. to provide Advanced Life Support Ambulance Service with no cost to the City, and further to authorize the City Manager to sign the agreement.

SUBMITTED BY: _____ **City Manager, John Szymanski**

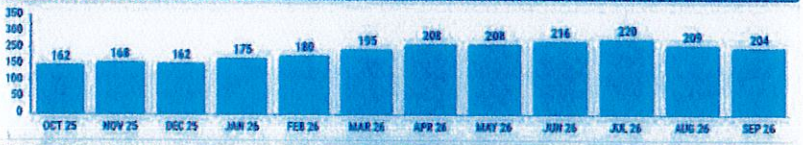
___Approved ___Vote

CITY OF HARPER WOODS

TOTAL RESPONSES	TRANSPORTS	CANCELLATIONS	EMERGENCY TRANSPORTS (P1)	AVERAGE EMERGENCY RESPONSE TIME	AVERAGE NON-EMERGENCY RESPONSE TIME FOR PRIORITY 2 REQUESTS	PATIENT SATISFACTION
2,862	1,875	35%	6%	5:32	7.1	97.8%

MONTHLY RESPONSE VOLUME

TOTAL RESPONSES (OCT 2025 – SEP 2026)



TOP 10 REASONS FOR RESPONSE

(OCT 2025 – SEP 2026)

1	Falls	16.8%
2	Breathing Problems	11.4%
3	Chest Pain / Cardiac Concerns	10.7%
4	Sick Person (General Illness)	9.6%
5	Stroke / Neurological Symptoms	7.3%
6	Abdominal Pain	6.8%
7	Injury / Traumatic Injury	6.1%
8	Altered Mental Status	5.4%
9	Weakness / Dizziness	5.1%
10	Diabetes / Blood Sugar Problems	4.6%

EMS WHOLE BLOOD PROGRAM

IMPLEMENTED IN 2026

In 2026, Medstar implemented prehospital whole blood transfusion for critically ill and injured patients. This innovative program allows our paramedics to provide life saving blood transfusions in the field, improving outcomes for patients with traumatic injuries and severe bleeding.

- FASTER TREATMENT
- IMPROVED OUTCOMES
- LEADING INNOVATION

CPR & AED TRAINING IN OUR COMMUNITY

Medstar provides CPR, AED, Stop the Bleed, and Narcan training to schools, churches, businesses, civic organizations, and community groups through our Shock and Save program.

- COMMUNITY TRAINING EVENTS
- HANDS-ON LEARNING
- STRONGER COMMUNITIES

CONTRACT FOR EMERGENCY MEDICAL SERVICES
BETWEEN MEDSTAR, INC.
AND
CITY OF HARPER WOODS

THIS AGREEMENT is effective this 1st day of October, 2026 by and between Medstar, Inc., a Michigan not for profit Corporation, hereinafter referred to as "Medstar", with its registered and principal office at 380 N. Gratiot, Clinton Township, Michigan 48036, and the City of Harper Woods, referred to as "City ".

RECITALS

Medstar is a life support agency approved and licensed by the Michigan Department of Community Health pursuant to Section 20918 of Public Act 375 of 2000, an amendment to Public Act 368 of 1978, known as the "Public Health Code", to provide advanced and basic life support ambulance service in, but not limited to, the area of the City of Harper Woods, Wayne County, Michigan.

Medstar maintains an Advanced and Basic Life Support Ambulance Service in Wayne County with medical control provided by Detroit East Medical Control Authority/Board.

City is desirous of providing and maintaining a rapid response of advanced and basic life support ambulance service for people within the City.

Accordingly, Medstar and the City agree to the following:

AGREEMENT

The technical terms and phrases used in this agreement have the definitions set out in Act No. 368 of the Michigan Public Acts of 1978, as amended, including Act No. 375 of Michigan Public Acts of 2000, as amended, and the rules and regulation promulgated by the Department of Community

Health as amended from time to time. Medstar's responsibilities under the agreement are at all times governed by statutes, rules, and regulations pertaining to emergency response services.

ARTICLE I
SERVICE AREA

The City of Harper Woods is the primary response area.

ARTICLE II
SERVICE

Medstar will provide City advanced and basic life support ambulance service. Ambulances will be selected based on the national Emergency Medical Dispatch Criteria, as approved by the Wayne County Medical Control Authority.

ARTICLE III
PERSONNEL

Medstar will furnish for each ambulance not less than two (2) EMT'S on duty twenty-four (24) hours a day, seven (7) days a week at least one of which will be a Paramedic.

ARTICLE IV
MEDICAL CONTROL

The Michigan Department of Consumer and Industry Services has designated a medical control authority for the County of Wayne under Section 20910(1)(k) of the act. Accordingly, the supervision of emergency medical services to be provided by Medstar is under the direction of the Detroit East Medical Control Authority and its designated medical physician director pursuant to Section 20906 of the act.

ARTICLE V
COMMUNICATIONS

Medstar will maintain a communication link between its dispatch center and the City Police/Public Safety Department. It will also provide radio system communications with all area

hospitals for the purposes of communicating patient condition and transmitting required electronic data.

ARTICLE VI
RESPONSE TIME

Medstar will respond to requests for services in the primary response area within a reasonable time, consistent with the nature of service sought to be provided by this contract and in compliance with Detroit East Medical Control Authority protocols. Emergency medical response time will be monitored to insure an eight (8) minute, 59 second or less response 90% of the time to priority one (EMD: Charlie and Delta) responses. Medstar will provide the City designated representative quarterly reports summarizing the response time performance data. In the event of any complaint that the response time in any particular instance is not reasonable, the matter will first be directed to the City Manager.

ARTICLE VII
INDEMNITY

The parties mutually acknowledge that liability for services performed pursuant to this agreement is controlled under the applicable provisions of MCL 333.20965. Medstar will defend and indemnify City from and for any and all liability or claims arising out of Medstar's performance of services under this agreement. The City and Medstar also retain all rights to assert common law indemnification and statutory contribution.

ARTICLE VIII
TERM OF AGREEMENT

This Agreement is effective as of the date first written above. The term of this Agreement is for five (5) years from and after October 1, 2026.

ARTICLE IX
PAYMENT AND FEES TO BE CHARGED

For all services rendered by Medstar to any person residing in the primary response area, Medstar will charge the fees in its Normal Service Fee Schedule (attached here as an exhibit and as amended from time to time) for such service directly to said person, and such fees will be in an amount not higher than those fees charged by it for similar services in each of those communities in which it operates in and about the vicinity of the City. Medstar represents and warrants that the fees it charges are reasonable and customary and comparable to the fees charged by other services providers under similar circumstances.

In the event that Medstar renders services to a City employee who is injured in the line of duty, it will bill the City or, if applicable, the City's worker's compensation carrier.

ARTICLE X
BASE OF OPERATIONS

Medstar's headquarters and dispatch site is at 380 N. Gratiot, Clinton Township, Michigan 48036.

Medstar deploys its ambulances from various strategic locations within and near the City to optimize its safety and service delivery. In the event the City objects to any deployment location, it must notify Medstar in writing of such objection. Medstar will make reasonable efforts to remedy such complaint. The City agrees not to withhold unreasonably its approval of any location site.

ARTICLE XI

SERVICE AND RATES

In the event upgraded services or reduced rates are offered in another community, they will be offered to the City, as well. This does not preclude Medstar from contracting with any third party payors for different terms and conditions, including rates.

ARTICLE XII
PATIENT SATISFACTION SURVEY

Medstar will survey patients receiving services from Medstar under this agreement regarding customer satisfaction through the utilization of a nationally benchmarked patient satisfaction survey. Survey data will be furnished on a quarterly basis to the City Manager.

ARTICLE XIII
INSURANCE

Medstar will secure and maintain throughout the term of this Agreement insurance coverage described below from companies in a form and amount acceptable to the City:

A. Worker's Compensation and Employees Liability Insurance in compliance with the statutes of the State of Michigan for the personnel provided by Medstar to staff the "Unit".

B. Comprehensive General Liability Insurance (which includes professional liability) and Automobile Liability Insurance in the amounts set forth below;

General Liability - $1,000,000 per occurrence, $2,000,000 in the aggregate.

Automobile Liability - $1,000,000 combined single limit.

City will be named as Additional Insured on such policies. Such insurance will be primary for any liability of Medstar arising out of its indemnification of City pursuant to Article VII. Medstar will also maintain Excess Liability in the amount of $10,000,000 or such amounts as

Medstar deems reasonable from year to year, but in no event less than $5,000,000. Medstar agrees to furnish a copy of each of the foregoing policies to the City at or prior to the execution of this Agreement. Each of these policies must also provide that it may not be modified or cancelled without thirty (30) days prior written notice to the City.

ARTICLE XIV
INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Medstar is an independent contractor for all purposes of this agreement. Medstar is not an agent, servant, employee, or appointee of the City.

ARTICLE XV
COMPLIANCE WITH LAWS

Medstar will comply with all Federal and Michigan laws and all ordinances of the political subdivisions in which it operates regarding all matters relating to the performance of this agreement including, but not limited to, all such laws and ordinances concerning licensing, training, personnel, and operation of motor vehicles.

ARTICLE XVI
TERMINATION

This agreement may be terminated by either party upon delivery of written notice of termination not less than ninety (90) days prior to the effective date of the termination. Such notices will be considered made if deposited in the United State mail with proper postage for first class postage addressed to the following addresses of the respective parties:

City of Harper Woods
John Syzmanski, City Manager
19617 Harper Avenue
Harper Woods, MI 48225

Medstar
Kolby Miller, Chief Executive Officer
380 N. Gratiot
Clinton Township, MI 48036

At least 60 days prior to the effective date of such termination, the parties will meet in person to discuss the reasons for the City's Notice of Termination, and Medstar will have 30 days thereafter to address the concerns that prompted the City to give Notice of Termination.

ARTICLE XVII
COMPLETE AGREEMENT

This document constitutes the complete agreement between the parties. There are no oral or other written agreements of any nature pertaining to any matter or thing relating to the subject matter of this agreement.

ARTICLE XVIII
NON-DISCRIMINATION

Both parties agree that any services to be provided will be provided in a manner that does not discriminate on the basis of race, religion, color, national origin, sex, age, height, weight,

handicap, AIDS, HIV, hepatitis or other infectious disease, marital status, sexual preference, or any other protected classification or source of payment.

The parties executed this agreement on the date and year written above.

City

BY: _____
John Syzmanski
City Manager

BY: _____
Name of Representative

Medstar, Inc.

BY: _____
Kolby Miller
Chief Executive Officer

CITY OF HARPER WOODS

CITY COUNCIL MEETING OF OCTOBER 5, 2026

AGENDA EXPLANATION

NEW BUSINESS NO. 4 - EMPLOYMENT AGREEMENT - DIRECTOR OF PROBATION

EXPLANATION / SUMMARY

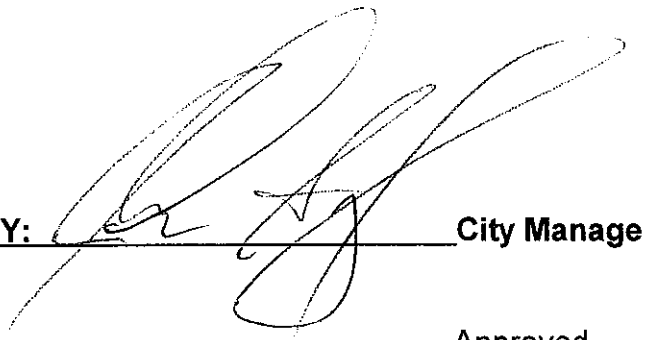
Presented before you is the employment agreement between Hadasha Green and the 32A District Court, Ms. Green will be serving the court as its new Director of Probation.

As the funding unit for the 32A District Court, you are asked to approve the employment contract for form and content. All wages and benefits are consistent with that of the former Director of Probation and the employee will serve at the pleasure of the Chief Judge - Rebekah Coleman. The contract has been reviewed by our City Attorney.

I recommend approval of this contract.

RECOMMENDED ACTION:

By RESOLUTION, approve the employment agreement between the City of Harper Woods and Hadasha Green to serve as the Director of Probation in content and form and further, that the Mayor and City Manager be authorized to sign the agreement.

SUBMITTED BY:  **City Manager, John Szymanski**

___Approved ___Vote

"AT WILL" EMPLOYMENT AGREEMENT

This is an "At Will" employment agreement ("Agreement") between Hadasha Green ("Employee") and the 32A District Court ("Employer"), collectively referred to as "the parties." NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the parties agree as follows:

Section 1. Title and Salary

EMPLOYER will employ EMPLOYEE in the position of Director of Probation / Director of Specialty Treatment Court and pay Employee an annual salary of $62,500.00 for her services as Director of Probation / Director of Specialty Treatment Court payable in the same manner and time as are all other employees of the 32A District Court. Upon the completion of one year from the signing of this Agreement, and upon approval of the Chief Judge, the annual salary will increase by $1,000.00. Upon the completion of two years from the signing of this Agreement, and upon approval of the Chief Judge, the annual salary will increase by $1,250.00. Upon the completion of three years from the signing of this Agreement, and upon approval of the Chief Judge, the annual salary will increase by $1,500.00. Upon the completion of four years from the signing of this Agreement, and upon approval of the Chief Judge, the annual salary will increase by $1,750.00. Upon the completion of five years from the signing of this Agreement, and upon approval of the Chief Judge, the annual salary will increase by $2,000.00. In the event of non-approval of the Chief Judge, the salary will remain at the current rate. There are no other job benefits unless set forth herein in writing.

EMPLOYEE shall serve solely at the will and pleasure of the Chief Judge.

A. In the event this Agreement is terminated, EMPLOYEE agrees to immediately surrender the position of Director of Probation / Director of Specialty Treatment Court, and all writings containing information relating to the conduct of the 32A District Court business prepared, owned, used, or retained by EMPLOYEE regardless of physical form or characteristics; and any and all equipment, tools, or other materials of whatever nature provided to EMPLOYEE by 32A District Court in the capacity of Director of Probation / Director of Specialty Treatment Court. EMPLOYEE shall be entitled to receive payment for all hours worked, any holiday pay due and owing, all vacation hours accrued to the date of termination and any deferred compensation contributions made by EMPLOYEE or by EMPLOYER on the EMPLOYEE'S behalf.

B. In the event the EMPLOYEE desires to terminate this Agreement during such time as the Chief Judge desires EMPLOYEE to continue, EMPLOYEE agrees to provide the 32A District Court with two (2) weeks prior written notice of said termination.

Section 2. Position:

The 32A District Court will hire HADASHA GREEN in the capacity of Director of Probation / Director of Specialty Treatment Court. The EMPLOYEE shall work 37.5 hours per week (1950 hours annually).

Section 3. Duties:

The EMPLOYEE shall comply with all stated standards of performance, policies, rules, and regulations. It shall be the duty of the EMPLOYEE to attend all meetings as required.

Section 4. Review:

A review of the EMPLOYEE'S job performance shall be completed each December by the Court Administrator.

Section 5. Benefits:

The EMPLOYEE shall be covered by Michigan Unemployment Insurance, and all other benefits as provided below:

A. Annual Leave: The EMPLOYEE is entitled to ten days (10) paid vacation per year. Upon completion of one year of service the EMPLOYEE shall be entitled to fifteen days (15) paid vacation. Upon completion of five years of service the EMPLOYEE shall be entitled to twenty days (20) and upon the completion of fifteen years the EMPLOYEE shall be entitled to twenty-five days (25). The EMPLOYEE may place unused vacation time into a vacation bank not to exceed twenty-five (25) days of vacation for use in subsequent years.

B. Sick Leave: The EMPLOYEE will accumulate one sick day per month. Upon separation, EMPLOYEE will receive pay for 65% of accumulated sick leave which cannot exceed 225 hours (30 days @ 7.5 hrs.).

C. Personal Business Time – Three (3) paid personal business days will be provided annually. Personal Business Time may not be banked.

D. Health Insurance: The EMPLOYEE will be entitled to health benefits subject to Public Act 152 of 2011 "hard cap" limitations, and may select from the plan outlined below:

i. Simply Blue PPO (SB 3000) HSA, a high-deductible BCBSM Simply Blue PPO HSA Plan $3,000/0% with an after deductible $5 Generic/$25 Preferred Brand/$50 non-preferred brand with 2x Mail Order prescription drug coverage. For the "health savings account" (HSA) plan option the City agrees to establish an account for each employee to which contributions can be made by both the City and EMPLOYEE. Contributions are tax free and can carry over from one year to the next. All contributions made to the account are 100% vested to the employee once made.

Annual HSA contribution shall be prepaid by the City in January of each year. Should the EMPLOYEE terminate employment for any reason prior to December 31 of that year, the amount of the HSA

contribution paid will be prorated from January to date of separation and the amount paid in excess of the prorated amount will be owed by the employee to the City. The amount owed will be deducted from any final pay and the EMPLOYEE will sign an authorization for such deduction by the City. The contributions are estimated to be as follows (subject to change):

Single	$2,000
Two Person	$4,000
Family	$4,000

If needed, the City shall adjust the HSA contribution annually in order to keep the "illustrative premium" plus HSA contribution amount below the annual "hard cap" figure published by the State of Michigan for purposes of compliance under PA 152 of 2011. The Internal Revenue Service (IRS) has placed several conditions on the establishment of HSA plans. For a detailed description of these conditions please refer to IS Publication 969. Some notable conditions:

1. Annual contributions are limited and adjusted annually by the IRS.

2. You must be covered under a high-deductible health plan (HDHP).

3. You have no other health coverage except under limited circumstances (i.e. another high-deductible HSA qualifying plan or FSA plan).

4. You are not enrolled in Medicare.

5. An employee eligible for City coverage cannot be claimed as a dependent on someone else's tax return. Filing jointly does not constitute being claimed as a dependent. The healthcare plans described herein are subject to compliance with PPACA. Product and plan changes may occur as a result of PPACA and ongoing roll out / changes to the law. Regardless of anything stated above, the City shall have the right to change insurance carriers whenever it is advantageous to do so. No employee shall lose any benefits guaranteed by this section if the City elects to change carriers. The City agrees that any alternative insurance shall provide equivalent benefits to those guaranteed in this Article. Equivalent benefits mean:

a. The employee can secure services from medical providers without prepayment by the employee to the same extent as with current insurance;

b. The company does business nationally and the coverage is recognized by medical providers out of state; and,

c. Coverage, deductibles and exclusions are substantially similar to the current insurance;

d. An HMO will not be considered equivalent insurance.

ii. OPT Out – If an employee has health insurance for him/herself available from another source that meets the IRS federal guidelines for the PPACA, they may choose to opt-out of the City's health coverage and in lieu thereof shall be paid by the City an opt-out bonus of $3,000.00 annually (subject to change).

iii.
1. An Employee shall not be eligible for the Conditional Opt-Out Program, if the Employee or any member of Employee's Tax Family (Tax Family means the Employee and all other persons whom Employee claims a personal exemption on his or her federal income tax return) purchases individual coverage, whether or not purchased on the Marketplace/Exchange during the plan year. To be eligible for the Conditional Opt-Out Program, the Employee and all members of the Employee's Tax Family must receive minimum essential group health plan coverage during the plan year.

2. The Employee signs a waiver during the open enrollment period, by December 1st each year indicating that he/she does not wish coverage until the City's next open enrollment period.

3. The Employee will either:

(1) prove to Employer that he or she and his or her Tax Family are not receiving individual coverage from any source, or

(2) Sign an Attestation of Group Coverage, which the Employer will draft. In the Attestation of Group Coverage, the Employee will certify that the Employee and members of his or her Tax Family are receiving minimum essential group health plan coverage and are not receiving and will not receive individual coverage from any source.

iv. Dental – Delta Dental Insurance with 80/20 co-pay.

v. Optical – Blue Cross Optical plan.

vi. Life Insurance – Term life insurance coverage in the amount of $40,000 will be provided.

vii. Paid Holidays: New Year's Eve, New Year's Day, Martin Luther King Jr., Day, President's Day, Eid al-Fitr, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, and Employee's Birthday.

vii. Longevity Bonus: On completion of four (4) years $500, on completion of nine years $1,000, on completion of fourteen years $2,000 and on completion of nineteen years $2,500 and on completion of twenty-five years $3,000. Longevity is paid in December annually once earned. Fair Labor Standards Act: the EMPLOYEE understands, acknowledges and agrees that the position of position is intended to be treated as exempt under the Fair Labor Standards Act, and shall not be entitled to receive any overtime pay, compensatory time, or other premium pay or compensation, except as may be provided in this agreement.

Section 6. Work Related Illness or Injury:

An employee who is injured while working and subsequently subject to the provision of the Workers' Compensation Act, shall be paid an amount of money by the EMPLOYER in addition to money she/he receives under the Workers' Compensation Act that shall total her/his normal weekly net take home earnings for the period of time she/he is unable to perform any work and is eligible and receives payments under the Act not to exceed fifteen (15) weeks . In the event the employee receives Worker's Compensation benefits for a period exceeding fifteen (15) weeks the employee may augment said benefits by drawing on accrued sick leave credit. Provisions of this article regarding supplement of benefits paid under the Workers Compensation Act will apply only when:

a. The employee is under exclusive care of a physician provided by or approved by the EMPLOYER.

b. The employee is complying satisfactorily with the instructions of the physician.

c. The injury is determined to be compensatory under the Michigan Worker's Compensation Insurance Act; and

d. The employee reported the injury to the Chief Judge at the earliest opportunity after time of occurrence.

Section 7. Reimbursement of Expenses:

Upon prior approval, the 32A District Court shall reimburse the Employee for all business expenses including mileage, after the EMPLOYEE presents an itemized account of expenditures. Further, the 32A District Court shall reimburse the EMPLOYEE for membership in the professional organizations that have been approved by the Chief Judge. The EMPLOYEE shall be entitled to the same Tuition Reimbursement and annual educational supplement as the City of Harper Woods' Clerical Unit (TPOAM)."

Section 8. Indemnification:

The EMPLOYER shall indemnify EMPLOYEE against all legal actions taken against EMPLOYEE while acting in the capacity as Director of Probation / Director of Specialty Treatment Court.

Section 9. Professional Development:

The 32A District Court hereby agrees to budget and to pay the travel and subsistence expenses of EMPLOYEE for professional and official travel, meetings, and occasions adequate to continue the professional development of EMPLOYEE and to adequately pursue necessary official and other functions for EMPLOYER. Out of State Training, conference, and meetings may be included for reimbursement upon approval of the Chief Judge. The EMPLOYER also agrees to budget and to pay for the travel and subsistence expenses of EMPLOYEE for short courses, institutes, seminars, and workshops that are necessary for her professional development and for the good of the EMPLOYER as approved by the Chief Judge.

Section 10. Retirement Benefits:

The EMPLOYEE shall be eligible to participate in the Defined Benefit program of the City of Harper Woods with the following conditions:

a. Third party pension administration through MERS, providing accrued retirement benefits as of the effective date of MERS adoption have not been diminished or impaired.

b. Any changes to pension benefits after the effective date shall be agreed upon and outlined in the MERS Defined Benefit Adoption Agreement and/or MERS Administrative Services Agreement.

c. Any plan provisions or matters pertaining to plan administration not outlined in the MERS Defined Benefit Adoption Agreement and/or Administrative Services Agreement shall be governed in accordance with the MERS Plan Document.

d. Pension Modifications (to be implemented on the effective date when the City of Harper Woods joins MERS):

i. Multiplier - Service shall be earned at a 1.5% multiplier after the MERS effective date.

ii. Final Average Compensation (FAC) – Highest consecutive 36 months:

1. FAC will be calculated based on the highest consecutive 36 months of wages using base pay plus up to 240 hours of vacation pay and/or compensatory time.

iii. Vesting – 10 years

iv. Deferred Retirement – Deferred vested members will have no reduction of retirement benefits, provided that retirement eligibility is met.

v. Retirement eligibility – Normal age 60 or age 55 or older with 25 or more years of service.

vi. Non-Duty Disability – Vesting is required, and the benefit is equal to the DB formula.

vii. Duty Disability – No vesting requirement. There is no requirement that the employee be in receipt of worker's compensation. Benefit is calculated using the DB formula (benefit is a minimum of 25% of FAC). Pension offsets from Worker's Compensation will follow MERS rules.

viii. Non-Duty Death – Vesting is required, and the surviving spouse receives the greater of a lifetime benefit of 85% of the DB formula or the 100% joint and survivor benefit payment option. If no spouse or survivor beneficiary, Children (not named as survivor) equally share a total of 50% of the Straight Life benefit until they are 21 or married. Designated survivor beneficiary would receive a portion of the straight life benefit.

ix. Duty Death - No vesting requirement. Benefit is equal to 66 2/3% of FAC to spouse or named beneficiary for his/her lifetime. There is no refund of accumulated contributions. If there is no spouse or

named beneficiary, benefits shall be paid equally to unmarried children under 21 or survivor beneficiary if vested.

x. Employee Contribution – 6% Pre-tax

xi. Annuity Withdrawal – No annuity withdrawal option.

xii. Interest Rate applied to accumulated contributions – T-Bill applied on December 31.

xiii. Purchase of Service Credit – Generic up to 60 months or Other Governmental only. Purchase time does not count towards vesting but does count towards retirement eligibility. Actuarial determination of cost. Must be paid in full at time of purchase. May only purchase service credit, not age. If service credit has been purchased previously, the total cannot exceed 5 years of generic combined.

xiv. Retirement payment options

a. Straight Life

b. 100%, 75% and 50% Joint and Survivor. Joint and survivor all pop up to Straight Life upon death of beneficiary.

c. 5, 10, 15, 20 years Period Certain.

xv. Day of Work Definition – Must work 140 hours per month, includes leave time.

xvi. Probationary period – No probationary period for pension purposes

Section 11. Retiree Health Insurance

EMPLOYEE shall receive a "Health Care Savings Plan (HCSP)" provided through MERS or comparable organization and maintained during the course of their employment with the City. During the term of this contract, the City will contribute $125.00/per month (or $1,500.00/year) to this account. The account balance attributed to the City contributions will vest upon 5 years of full-time employment with the City; employee contributions will be immediately vested at 100%. Annual cease at retirement as defined under the City's defined benefit pension plan or defined contribution plan. The accounts may be used by the employee, their legal spouse, or their qualified dependents to offset the cost of healthcare after the employee retires or separates from service. When used for qualifying medical expense and in accordance with tax laws at the time of this agreement, the employee does not pay taxes on any contributions, earnings, or upon distribution (except as provided by law). The HCSP is pre-funded by the EMPLOYER and paid in January of each year. Should the employee separate from employment for any reason prior to December 31 the balance shall be prorated, and any unearned portion will be returned to the employer deducted from any final payouts.

Upon reaching the age of 65, the retiree and spouse are required to enroll in Medicare Part A and Part B. The retiree is required to pay the monthly Part B premium. If a member does not have enough full credits, they are also required to pay for their Medicare Part A premiums on a monthly basis. After enrolling in Medicare Part A and Part B the post-65 retiree or spouse will be enrolled in the BCBSM Medicare Advantage Plan with $10 generic/$20 brand prescription coverage or comparable coverage through an alternative carrier. A Medicare-eligible retiree with an otherwise eligible non-Medicare spouse will be provided with one-person coverage consistent with coverage currently offered to City of Harper Woods Retirees.

Section 12. Other Terms and Conditions:

The 32A District Court, in consultation with the EMPLOYEE, may fix such other terms and conditions of employment as they may determine from time to time, relating to the duties and performance of EMPLOYEE, provided such terms and conditions are not inconsistent with or in conflict with the provisions of the Agreement, the City's Charter, Municipal Code or any law, ordinance, resolution or regulation.

Section 13. Policy Manual and "at will" Status. This is an "At Will" employment agreement. Nothing in Employer's policies, actions, or this document shall be construed to alter the "At Will" nature of Employee's status with Employer, and Employee understands that Employer may terminate his/her employment at any time for any reason or for no reason, provided it is not terminated in violation of state or federal law.

Section 14. Litigation and Venue. In the event of litigation arising out of this agreement, the parties agree the exclusive venue for such litigation shall be in the Wayne County Circuit Court located in the City of Detroit, County of Wayne, State of Michigan.

Section 15. Scope and Term of Agreement. Employee understands this agreement applies regardless of whether there are any changes in Employee's job duties, job title, and/or the location of the place of work. This agreement shall remain in full force and effect if Employee voluntarily terminates employment and thereafter is rehired; under such circumstances, Employee need not execute a new agreement but will be bound by the terms of this agreement.

Section 16. Severability. If any provision of this Agreement shall be held invalid by a court of law for any reason, the remaining provisions shall remain in full force and effect.

Section 17. Modification. This agreement may not be waived, changed, modified, abandoned, or terminated, in whole or in part, except in writing signed by Employer and by Employee.

Section 18. No Other Agreements. There are no agreements between the parties other than those set forth herein. The parties intend this document to be a full and complete statement of their agreement, and all prior discussions are merged into this document. Employer has made no representations to Employee other than those specifically set forth herein.

Section 19. Interpretation Clause. Employee agrees that Employer has given Employee the opportunity to have this document reviewed by an attorney. The parties negotiated the terms herein. This Agreement shall not be interpreted more strictly against either party merely because that party drafted it.

Acknowledgment and Execution

The EMPLOYER and EMPLOYEE acknowledge that they have read and understand the terms and conditions of this "At Will" Employment Agreement and agree to be bound by the provisions contained herein.

The EMPLOYEE acknowledges that employment with the 32A District Court is "at will." Nothing contained in this Agreement shall be construed to alter the at-will nature of the employment relationship. Except as otherwise provided by applicable law or expressly set forth in a written agreement signed by both parties, either the EMPLOYER or EMPLOYEE may terminate the employment relationship at any time, with or without cause or advance notice, subject to any notice requirement expressly stated in this Agreement.

The parties acknowledge that this Agreement constitutes the complete and entire agreement between the parties concerning the terms and conditions of EMPLOYEE'S employment and supersedes all prior agreements, understandings, discussions, or representations concerning the subject matter addressed herein, except as expressly incorporated into this Agreement.

The parties further acknowledge that they have had an opportunity to review this Agreement, ask questions regarding its terms, and obtain independent legal advice prior to signing. Each party voluntarily enters into this Agreement and agrees to be bound by its terms.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

EMPLOYEE:

_____
Hadasha Green
Date: _____

FUNDING UNIT OF GOVERNMENT:

_____
Valerie Kindle, Mayor
Date: _____

CHIEF JUDGE, 32A DISTRICT COURT:

_____
Honorable Rebekah R. Coleman
Date: _____

APPROVED AS TO FORM:

_____
Sharon Persichini, City Attorney
Date: _____

APPROVED AS TO CONTENT:

_____
John Symanski, City Manager
Date: _____

CITY OF HARPER WOODS

CITY COUNCIL MEETING OF OCTOBER 5, 2026

AGENDA EXPLANATION

NEW BUSINESS NO. 5 - PROGRESS PAYMENT NO. 3 - 2025 SIDEWALK REPLACEMENT PROGRAM - TAP GRANT

EXPLANATION / SUMMARY

Attached is an invoice that represents the City's portion of the TAP Grant Sidewalk Program. This grant money was used for the removal and replacement of sidewalks throughout the City and within the City right-of-way that were damaged or heaved due to tree roots and created a trip hazard for residents and businesses.

The cement work has been finished and the punch list items have been remedied to our satisfaction by the contractor.

It is recommended that this invoice be approved.

RECOMMENDED ACTION:

By RESOLUTION, to approve the payment to the Michigan Department of Transportation in the amount of $7,635.85 for the city's proportionate share of the TAP Grant, Sidewalk Program.

SUBMITTED BY: **City Manager, John Szymanski**

___Approved ___Vote

DEPARTMENT OF PUBLIC WORKS
19600 E. EIGHT MILE RD. • HARPER WOODS, MICHIGAN 48225-1139
Telephone : 313.343.2570 Fax : 313.343.2572 hwdpw@harperwoods.net

September 30, 2026

TO: John Szymanski, City Manager
FROM: Heather Toutant, Director Public Works
RE: Invoice over $5000.00

Dear Mr. Szymanski,

Please submit to Council payment of $ 7,635.85 to the State of Michigan.

Attached is the invoice for the City's share of Progress Payment for the 2025 TAP Program sidewalk replacement project.

A punch list for cleanup and miscellaneous repairs was provided to and completed by Santos. Ryan Kern of AEW reviewed the figures and invoice for accuracy and has recommended payment

If you have any questions regarding this matter, please contact me.

Sincerely,

Heather Toutant
Department of Public Works

HT

STATEMENT	Customer Name	PAGE 1
	CITY OF HARPER WOODS	
	Customer Account Number: MDOT00187	Statement Closing Date: 09-06-26
	AR Dept/BPRO: 591:ACT51	Due Date: 10-06-26
		Amount Enclosed

Remit to:
State of Michigan
Attn: Finance Cashier
P.O. Box 30648
Lansing MI 48909

Bill to:
CITY OF HARPER WOODS
HARPER WOODS CITY TREASURER
19617 HARPER AVENUE
HARPER WOODS MI 48225

☐ Please check if address has changed. Write correct address on back of stub and attach with payment.

Payment Method: Check ☐ Money Order ☐
Please write Customer Account No. on front of Check or Money Order.
DO NOT MAIL CASH

Please detach the above stub and return with your remittance payable to Dept. of Transportation

---

Transportation

ORIGINAL

Customer Account Number	Statement Closing Date
MDOT00187	09-06-26

Customer Name	IF YOU HAVE ANY QUESTIONS PLEASE CALL
CITY OF HARPER WOODS	

Current Period Charges

Description	Date	Transaction ID	Charges
-	08-31-26	CARE1591REIM26001957	$6,910.85
-	08-31-26	CARE1591REIM26001957	$725.00

Important Customer Information

CONTACT	591

MDOT Michigan Department of Transportation
REPORTS TEAM

Summary

Report ID: MI-PRJ-0018
Run Date: 09/09/2026
Run Time: 8:33:10 AM

MDOT00187 - CITY OF HARPER WOODS

Program: 221328CON

Federal Project: 25A0497

Description: Various Streets, City of Harper Woods Sidewalk Reconstruction

Phase: 01 Construction Contract

Funding Profile	Fed Pro Rata	Jrnl Description
A00065	81.85	2025-5216 CITY OF HARPER WOODS

	Current Budget	Cash Expenditures	Collected	Balance Due
Federal	169,936.30	169,936.30		
Local	62,032.75	55,079.97	48,169.12	6,910.85

Funding Profile	Fed Pro Rata	Jrnl Description
A00066		2025-5216 CITY OF HARPER WOODS

	Current Budget	Cash Expenditures	Collected	Balance Due
Local	13,000.00	725.00	0.00	725.00

Phase: 03 Proposal Printing

Funding Profile	Fed Pro Rata	Jrnl Description
A00065	81.85	

	Current Budget	Cash Expenditures	Collected	Balance Due
Federal	163.70	21.61		
Local	36.30	4.79	0.00	0.00

MDOT
Michigan Department of Transportation
REPORTS TEAM

Summary

Report ID: MI-PRJ-0018
Run Date: 09/09/2026
Run Time: 8:33:10 AM

Vendor Code	Vendor Legal Name	Vendor Alias/DBA Name
MDOT00187	CITY OF HARPER WOODS	

Instruction: Instruction: Remit this listing of Balance Due by Program with the payment. Payments will be applied to all programs with a balance due, unless otherwise noted.

Statement Date: 09/09/2026

☐ Pay in Full (default if neither box is checked)
☐ Manual allocation specified by Program in Paid Amount below

Remittance information:

State of Michigan
Attention: Finance Cashier
P.O. Box 30648
Lansing, MI 48909

Program	Balance Due
221328CON -	7,635.85

CITY OF HARPER WOODS

CITY COUNCIL MEETING OF OCTOBER 5, 2026

AGENDA EXPLANATION

NEW BUSINESS NO. 6 - PROGRESS PAYMENT 4 - ROSCOMMON POCKET PARK

EXPLANATION / SUMMARY

Attached is a letter from our City Engineers transmitting Progress Payment No. 4 on the Roscommon Pocket Park Project, #180-329.

It is recommended that this payment be approved.

RECOMMENDED ACTION:

By RESOLUTION, to approve payment to Premier Group Associates, LLC in the amount of $39,676.31 for Progress Payment No. 4 on the Roscommon Pocket Park project, #180-329.

SUBMITTED BY: **City Manager, John Szymanski**

___Approved ___Vote

ANDERSON, ECKSTEIN & WESTRICK, INC.
CIVIL ENGINEERS - SURVEYORS - ARCHITECTS
Shelby Township - Roseville - Livonia
586.726.1234 | www.aewinc.com

September 30, 2026

John Szymanski, City Manager
City of Harper Woods
19617 Harper Avenue
Harper Woods, MI 48225

Reference: Payment Invoice 04
Roscommon Pocket Park
City of Harper Woods
AEW Project No. 0180-0329

Dear Mr. Szymanski:

Enclosed please find the Construction Payment Invoice 04 for the above-referenced project. For work performed through September 30, 2026, we recommend issuing payment for the ***Current Payment Amount: (see Page 5)*** in the amount of ***$39,676.31*** to Premier Group Associates, LLC 2221 Bellevue, Detroit, MI 48207.

If you have any questions or need additional information, please contact our office.

Sincerely,

Ryan Kern, PE
Senior Project Manager/Construction Services Dept Lead

cc: Heather Toutant, DPW Director
Leslie Frank, City Clerk
Phil Cavanagh, Deputy City Manager
Shelby Hahn, Premier Group Associates, LLC

Anderson, Eckstein & Westrick, Inc.
Detailed Payment
0180-0329

Description	Roscommon Pocket Park
Payment Number	4
Pay Period	11/10/2025 to 09/27/2026
Prime Contractor	Premiere Group Associates,LLC 2221 Bellevue Detroit, MI 48207
Payment Status	Pending
Awarded Project Amount	$298,273.31
Authorized Amount	$298,273.31
Remarks	% Complete 57.4%

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Paid To Date	[illegible]	[illegible]	Total Amount Paid To Date
Section: 1 - Description											
0001	1027051	LSUM	$5,389.000	1.000	0.000	1.000	1.000	1.000	$0.00	$5,389.00	
_: Mobilization, Max 3%											
0002	1027051	LSUM	$2,694.720	1.000	0.000	1.000	1.000	1.000	$0.00	$2,694.72	
_: Traffic Control and Maintenance											

0003	2020004	Ea	$403.400	4.000	0.000	4.000	4.000	4.000	$0.00	$1,613.60
Tree, Rem, 6 inch to 18 inch										
0004	2027050	Ea	S225.000	3.000	0.000	3.000	3.000	3.000	$0.00	$675.00
_: Tree, Rem, Less than 6 inch										
0005	2040020	Ft	$25.250	82.000	0.000	50.000	50.000	50.000	$0.00	$1,262.50
Curb and Gutter, Rem										
0006	2040050	Syd	$29.000	5.000	0.000	64.940	64.940	64.940	$0.00	$1,883.26
Pavt, Rem										
0007	2040055	Syd	$23.000	90.000	0.000	108.330	108.330	108.330	$0.00	$2,491.59
Sidewalk, Rem										
0008	2047011	Syd	$24.000	30.000	0.000	30.000	30.000	30.000	$0.00	$720.00
_: Driveway, Conc, Rem										
0009	2057021	Cyd	$34.560	150.000	0.000	150.000	150.000	150.000	$0.00	$5,184.00
_: Earth Excavation										
0010	2087050	Ea	$65.000	2.000	0.000	2.000	2.000	2.000	$0.00	$130.00
_: Erosion Control, Inlet Filter, Fabric Drop										
0011	3020010	Syd	$10.330	735.000	250.000	359.990	609.990	609.990	$2,582.50	$6,301.20
Aggregate Base, 4 inch										
0012	4027001	Ft	S115.000	240.000	0.000	0.000	0.000	0.000	$0.00	S0.00
_: Fence, Wrought Iron										
0013	4027001	Ft	$64.500	30.000	0.000	15.000	15.000	15.000	$0.00	$967.50
_: Sewer, Sch40 PVC, 6 inch, Tr Det A										

0014	4030306	Ea	$798.940	1.000	0.000	1.000	1.000	1.000	$0.00	$798.94
Dr Structure, Tap, 6 inch										
0015	8020036	Ft	$53.800	120.000	0.000	121.930	121.930	121.930	$0.00	$6,559.83
Curb and Gutter, Conc, Det F2										
0016	8030010	Ft	$27.000	30.000	0.000	30.000	30.000	30.000	$0.00	$810.00
Detectable Warning Surface										
0017	8030030	Ft	$20.000	50.000	0.000	38.100	38.100	38.100	$0.00	$762.00
Curb Ramp Opening, Conc										
0018	8030044	Sft	$7.700	6,310.000	2,000.000	3,604.105	5,604.105	5,604.105	$15,400.00	$43,151.61
Sidewalk, Conc, 4 inch										
0019	8037010	Sft	$11.500	275.000	0.000	255.120	255.120	255.120	$0.00	$2,933.88
_: Curb Ramp, Conc, 8 Inch										
0020	8087001	Ft	$60.000	250.000	5.000	316.000	321.000	321.000	$300.00	$19,260.00
_: Fence, Privacy Wood										
0021	8100398	Sft	$28.000	13.000	13.000	0.000	13.000	13.000	$364.00	$364.00
Sign, Type IIA										
0022	8110041	Ft	$22.000	90.000	0.000	0.000	0.000	0.000	$0.00	$0.00
Pavt Mrkg, Ovly Cold Plastic, 12 inch, Crosswalk										
0023	8110044	Ft	$25.000	30.000	0.000	0.000	0.000	0.000	$0.00	$0.00
Pavt Mrkg, Ovly Cold Plastic, 18 inch, Stop Bar										
0024	8160061	Syd	$4.550	1,020.000	536.560	1,016.970	1,553.530	1,553.530	$2,441.35	$7,068.56
Topsoil Surface, Furn, 3 inch										

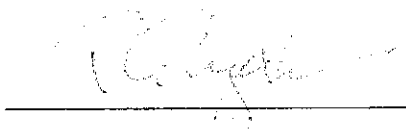
0025	8167011	Syd	$1.900	1,020.000	536.560	264.200	800.760	800.760	$1,019.46	$1,521.44
_: Hydroseeding										
0026	8167050	Ea	$150.000	14.000	0.000	14.000	14.000	14.000	$0.00	$2,100.0(
_: Tree Trimming										
0027	8207050	Ea	$1,950.000	12.000	4.000	0.000	4.000	4.000	$7,800.00	$7,800.0(
_: Bench										
0028	8217050	Ea	$2,450.000	4.000	2.000	0.000	2.000	2.000	$4,900.00	$4,900.0(
_: Trash Receptacle										
0029	8237050	Ea	$2,434.500	6.000	2.000	0.000	2.000	2.000	$4,869.00	$4,869.0(
_: Picnic Table										
0030	8257001	Ft	$42.000	245.000	0.000	240.000	240.000	240.000	$0.00	$10,080.0(
_: Sewer, HDPE N-12, 6 inch, Tr Det A										
0031	8257050	Ea	$1,670.000	2.000	0.000	0.000	0.000	0.000	$0.00	$0.0(
_: Bike Rack										
0032	8267051	LSUM	$62,582.000	1.000	0.000	0.330	0.330	0.330	$0.00	$20,652.0(
_: Pavilion, 30x30, Installed										
0033	8267051	LSUM	$25,000.000	1.000	0.000	0.330	0.330	0.330	$0.00	$8,250.0(
_: Playground Equipment										
0034	3087011	Syd	$22.000	95.000	0.000	0.000	0.000	0.000	$0.00	$0.0(
_: Engineering Wood Fiber										
0035	3087011	Syd	$18.500	95.000	0.000	0.000	0.000	0.000	$0.00	$0.0(
_: Geotextile Fabric										

	Section Totals:	$39,676.31	$171,193.69
	Total Payments:	$39,676.31	$171,193.69

Summary

Current Approved Work:	$39,676.31	**Approved Work To Date:**	$171,193.69
Current Stockpile Advancement:	$0.00	**Stockpile Advancement To Date:**	$0.00
Current Stockpile Recovery:	$0.00	**Stockpile Recovery To Date:**	$0.00
Current Retainage:	$0.00	**Retainage To Date:**	$13,151.74
Current Retainage Released:	$0.00	**Retainage Released To Date:**	$0.00
Current Liquidated Damages:	$0.00	**Liquidated Damages To Date:**	$0.00
Current Adjustment:	$0.00	**Adjustments To Date:**	$0.00
Current Payment:	$39,676.31	**Payments To Date:**	$158,041.95
Previous Payment:	$37,355.25	**Previous Payments To Date:**	$118,365.64

I certify the items included on this report constitute my estimate of work completed and due the contractor as of the date of this document.



CITY OF HARPER WOODS

CITY COUNCIL MEETING OF OCTOBER 5, 2026

AGENDA EXPLANATION

NEW BUSINESS NO. 7 - POINT AND PAY TO BS&A PAYMENT SERVICES TRANSITION

EXPLANATION / SUMMARY

The City currently utilizes BS&A for various municipal software and services, including payment processing through its affiliation with Point and Pay. BS&A is discontinuing its affiliation with Point and Pay, requiring the City to terminate its existing agreement with Point and Pay and transition to BS&A's payment services.

Under the proposed agreement, the City will utilize "BS&A Payments" for payment services, providing residents with continued access to convenient and secure electronic payment options. The BS&A payment service will support payment methods including TAP-to-Pay, Apple Pay, and other available electronic payment options.

The transition will require a one-time conversion cost of $700 for two docking stations.

Entering into the agreement with BS&A will allow the City to maintain uninterrupted payment services while transitioning away from Point and Pay in response to BS&A's discontinuation of its affiliation with the service.

The City Treasurer will be on hand to answer any questions you may ask. It is recommended that this agreement be approved.

RECOMMENDED ACTION:

By RESOLUTION, to authorize the termination of the City's existing agreement with Point and Pay in connection with BS&A's discontinuation of its affiliation with Point and Pay, and authorize the City to enter into an agreement with BS&A to provide payment processing services through BS&A, with a one-time conversion cost of $700 for two docking stations, and further to authorize the City Manager to sign the agreement.

SUBMITTED BY: _____ **City Manager, John Szymanski**

___Approved ___Vote

CITY OF Harper Woods MICHIGAN
19617 Harper Avenue Harper Woods, MI 48225 313-343-2500 www.harperwooodscity.org

Mayor: Valerie Kindle
Mayor Pro tem: Vivian Sawicki

City Manager John Szymanski
City Clerk Leslie M. Frank

City Council: Cheryl Costantino
Regina Williams
Ivery Toussant, Jr.
Gerianne LaPratt
Teresa Foster

September 25, 2026

Memo To: John Szymanski – City Manager
Philip Cavanagh – Deputy City Manager

From: Kimberly Keogh - Treasurer

I have attached an agreement that BS&A has sent regarding BS&A Payments for the City of Harper Woods. BS&A is terminating their contract with Point & Pay services effective July 2027. The City of Harper Woods is currently contracted with Point and Pay and that contract expires/renews March 2027. I am requesting that the city approve the contract with BS&A Payments and not renew with Point and Pay. The reason is that the city would have to absorb the additional integration-related fees that BS&A used to subsidize. There is no cost for the BS&A Payments; only the cost of 2 counter docks ($350 each) that will allow for "Tap Pay" and Apple Pay. The city does not currently have those options. I am requesting that the city approve the new agreement with BS&A so that allows us to contact Point and Pay before the automatic renewal. The city is hoping for January to convert unless Point and Pay does not allow early opt out of contract.

Integrated Payments Addendum

Last Updated: April 21, 2026

This Addendum ("**Addendum**") supplements the Customer Agreement last entered into by and between BS&A Software, LLC ("**BS&A**"), as amended, and the business set forth on the Customer Order ("**Customer**"). This Addendum, together with the Customer Agreement (which includes the Customer Order Form and Customer Terms and Conditions) are collectively referred to as the "**Agreement**". BS&A and Customer may be referred to individually as a "**Party**" or collectively as "**Parties.**"

Payment processing services accessible through an integration with BS&A's platform are provided by Processors. This Addendum will apply if Customer sets up an account with a Processor ("**Account**"), to receive payment processing services from Processor ("**Payment Processing Services**") through such integration.

Capitalized terms used but not defined in this Addendum have the meanings given in **Exhibit 1** (Definitions). If not defined in this Addendum or **Exhibit 1**, capitalized terms will have the meanings given to them in the Agreement or in the applicable Processor Agreements.

1. Payment Processing Services. Customer may elect to integrate one or more of the Payment Methods that BS&A offers for integration with the BS&A platform by agreeing to the terms of the applicable schedule to this Addendum for such Payment Method ("**Payment Method Schedule**"). Payment Processing Services that are accessible through an integration with the BS&A platform are provided by the respective Processor. BS&A may suspend, modify, or terminate its relationship with any Processor in its sole discretion, at any time and without notice, and without affecting the Parties' relationship under this Addendum. Customer will fully cooperate with any BS&A platform access or other changes required to facilitate a conversion to a new Processor. Customer acknowledges that Processor, not BS&A, has the ultimate decision whether to approve Customer for the Payment Processing Services. If Processor does not approve Customer for Payment Processing Services, BS&A may terminate the Agreement upon written notice to Customer.

1.1 Processor Agreements. Customer's use of the Payment Processing Services is subject to the applicable Processor Agreement(s) as reflected in the Payment Method Schedule for such Payment Processing Services. Customer may not use any Payment Processing Services until Customer agrees to the applicable Processor Agreement(s). By agreeing to this Addendum, Customer expressly: (a) accepts and agrees to be bound by the Processor Agreement(s), and (b) authorizes BS&A to capture Customer's electronic or digital acceptance of the Processor Agreement(s) and provide proof of such acceptance to Processor as may be requested by Processor. Customer understands that: (i) the Processor Agreements are solely between Customer and the respective Processor(s); (ii) the Payment Processing Services are provided solely by the respective Processor; (iii) Customer is solely responsible for its own relationship with Processor; and (iii) BS&A is not a party to the Processor Agreements, has no control over the Payment Processing Services or the Processor Agreements, and will have no liability under the Processor Agreements or in any way relating to the Payment Processing Services. Customer is responsible for checking for applicable updates to the Processor Agreements from time to time, and any use by Customer of the Payment Processing Services following a change to the Processor Agreements shall constitute acceptance of such change.

1.2 Customer Information and Onboarding. Customer will follow the onboarding procedures and policies provided by BS&A and Processor (as may be amended from time to time), and Customer will provide all requested information. All information provided by Customer to BS&A must be truthful and accurate. If any information disclosed to BS&A or Processor becomes untrue or not accurate, Customer must immediately notify BS&A and Processor of such change, as applicable. As part of the onboarding procedures BS&A may, in some cases, require information from an individual's credit profile. By submitting a Customer Order, Customer represents and warrants to BS&A that it has obtained written instruction and authorization from each Beneficial Owner (or other required individual) for BS&A to obtain information from such individuals' credit profile (including consumer reports) from a credit reporting agency for the purpose of identification verification and fraud and credit risk evaluation when applicable. "**Beneficial Owner**" means

any person who: (a) directly or indirectly owns or controls at least 25% or more of Customer's ownership interests; or (b) exercises substantial control over Customer.

1.3 **Transaction Processing and Settlement**. Transactions are processed by Processor, not BS&A. Processor (or its partner banks) will settle Transaction proceeds to Customer's designated bank account in accordance with the applicable Processor Agreement(s). Customer acknowledges and agrees that its processed transactions may, in Processor's discretion, be deposited into to a pooled account held for the benefit of Customer and other customers of BS&A held at any financial institution so that such funds may be combined and aggregated with other funds that are ultimately settled to Customer by such financial institution. Customer understands and agrees that BS&A does not process, receive, or hold Customer funds at any time and that BS&A is not a bank, money transmitter, or other money services business (as such terms are defined by the Bank Secrecy Act or any state law). To the extent BS&A is deemed to hold or receive funds (constructively or otherwise) of any customer of Customer at any point in time, Customer hereby irrevocably appoints BS&A as its non-fiduciary agent for the limited purpose of collecting, receiving, holding, and settling funds from Customer's customer ("**Payor**") on Customer's behalf. In such event, such funds shall be deemed received by Customer upon receipt by BS&A and shall satisfy the Payor's obligation to Customer in connection with the Transaction for the goods or services sold by Customer. If BS&A fails to remit such funds to Customer, Customer's sole recourse for such event is solely against BS&A and not against the Payor or the Payor's financial source.

1.4 **Data Usage and Sharing**. Customer agrees that BS&A and Processor may use Transaction data that has been de-identified and/or aggregated for the business purposes of providing insights, optimizing payment performance, and improving BS&A's and Processor's products and services, including fraud prevention and risk assessments. Customer authorizes BS&A to: (a) access and receive data relating to Customer's Account, including transaction and usage data and other data about the Account; (b) share data regarding the Account, related activity and other Customer data with Processor in connection with the Payment Processing Services; (c) issue instructions to Processor regarding Transactions and funds processed by Processor; and (d) to perform all other necessary activities, including access, usage and applying the appropriate settings with respect to the data of Customer processed through Processor's systems. Customer agrees to complete and submit any additional authorization forms or other such documentation as requested by BS&A or Processor from time to time. The Parties acknowledge that Customer, not BS&A or Processor, is responsible for providing the necessary disclosures to, and obtaining the required consents from, Payors or other data subjects regarding the processing of personal information by BS&A and Processor. Additionally, Customer is responsible for fulfilling any other obligations associated with required disclosures or consents when interacting directly with consumer Payors or data subject and must comply with the data privacy and security terms in the Customer Agreement.

2. Payment Terms

2.1 **Fees**. The fees for the Payment Processing Services will be as set forth in **Exhibit 3** (Fees) of this Addendum and will be automatically debited by BS&A via ACH from the depository account designated by Customer that is on file with BS&A ("**Customer Account**"). Customer hereby authorizes BS&A, Processor, their financial institutions and any of their assignees to collect amounts owed under this Addendum (including, but not limited to, the fees for the Payment Processing Services set forth on **Exhibit 3** (Fees) and any liabilities arising under this Addendum) by debiting funds from the Customer Account ("**ACH Debit Authorization**"). All payments are non-refundable. If Customer fails to make any payment when due (or any ACH Debit of the Customer Account is returned or rejected for any reason), late charges will accrue as permitted pursuant to Section 7.1 (Fees) of the Customer Agreement. All fees are exclusive of any applicable taxes, unless otherwise provided. Customer agrees that all ACH transactions authorized pursuant to this authorization comply with all Applicable Laws and with the Network Rules (including the Nacha Operating Rules). Notwithstanding anything to the contrary in the Agreement, fees for the Payment Processing Services can be amended upon thirty (30) days' notice to Customer.

2.2 **Discrepancies.** If Customer believes that there is an error in any statement provided by BS&A or Processor or any information reported by BS&A or Processor regarding a Transaction, or any error made in the amount of a payment or settlement, Customer must notify BS&A within thirty (30) days of the date

Client first had access to the statement or payment containing the error or discrepancy or it will be deemed to have waived such claim.

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

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

3. Compliance

3.1 Laws and Rules. Customer agrees to comply at all times with all Applicable Laws and Network Rules. Additional data protection standards and policies which Customer must comply with are set forth in the Processor Agreements. Furthermore, Customer acknowledges and agrees that it is fully responsible for all acts and omissions of its employees, contractors, and agents and will ensure their compliance with all Applicable Laws and Network Rules as well as Customer's other obligations under this Addendum and the Processor Agreements.

3.2 Customer's Business. Customer understands that all Transactions are between Customer and Payor and, except as provided in Section 1.3 for instances where BS&A is deemed to hold or receive funds of a Payor, any issues relating to a Transaction are solely between Customer and the Payor. Customer is solely responsible for all liabilities associated with Customer's payment processing activity and use of the Payment Processing Services, including without limitation with respect to Chargebacks, refunds, identity theft, fraud and any assessments or fees imposed by Processor, a sponsor bank, the card networks or any third party. Customer is responsible for determining what, if any, taxes apply to the goods and services Customer provides to its Payors and the payments Customer makes or receives, and it is Customer's responsibility to collect, report and remit the correct tax to the appropriate tax authority. Customer will comply with any and all applicable tax laws, including those in connection with Transactions.

3.3 Prohibited Activities. Customer will not use Account(s) or Payment Processing Services for any activity that is illegal, fraudulent, prohibited by Processor, or that is otherwise in breach of Applicable Law, Network Rules or the Agreement, including this Addendum, or the Processor Agreements. Customer may

not use the Payment Processing Services in breach of the Processor Agreement or for any activity that Applicable Law or the Processor Agreements prohibit.

3.4 Fraud Monitoring. BS&A and Processor may monitor Transactions for the purpose of determining fraudulent activity and whether Customer is in good standing. Such monitoring if conducted, will be for the benefit of BS&A and/or Processor only. BS&A does not have any obligation to monitor Transactions on Customer's behalf. Based on BS&A's methods, which are subject to change without notice, BS&A may decide to suspend Customer's access to the Payment Processing Services, or in other ways limit Customer's privileges to the extent BS&A deems necessary or useful to prevent fraud or losses. Without limiting the foregoing, BS&A may, in its sole discretion, or at the direction of Processor, delay sending instructions on Customer's behalf if BS&A reasonably believes that Customer's instructions may involve fraud or misconduct, or violate Applicable Law this Addendum, or other applicable BS&A or Processor policies, as determined by BS&A or Processor in their sole and absolute discretion.

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

3.6 Suspension of Payment Processing Services. BS&A may at any time suspend or terminate the provision of the Payment Processing Services in whole or in relation to any Transaction: (a) if there is any breach of the Agreement, or (b) if required to do so by a third party; or (c) upon the occurrence of any event that may give rise, in BS&A's discretion, to a significant increase in its risk profile.

4. Customer Losses

4.1 Chargebacks and Other Losses. Customer is solely responsible for Chargebacks, Fines, assessments, costs, penalties, fees, currency conversion differences and other losses otherwise owed or incurred by Customer pursuant to or in connection with this Addendum and the Processor Agreements, as applicable (collectively, "**Customer Losses**"). Customer Losses include any liabilities of BS&A owed to Processor attributable to Customer's use of the Payment Processing Services. If BS&A determines in its sole discretion that Customer is incurring excessive Client Losses, BS&A may establish controls or conditions governing Customer's use of the Payment Processing Services, including without limitation, by (a) establishing new fees, (b) instructing Processor to require a reserve, (c) instruct Processor to delay payouts, and/or (d) terminating this Addendum and access to the Payment Processing Services. Notwithstanding anything to the contrary herein, for any Transaction that results in a Chargeback, BS&A may direct the withholding of the Chargeback amount and any associated fees. Customer authorizes BS&A to withhold, deduct or debit the amount of any Customer Losses, from Customer's Account or offset from any amounts otherwise due to Customer. Further, if BS&A reasonably believes that a Chargeback is likely with respect to any Transaction, BS&A may instruct Processor to withhold the amount of the potential Chargeback from payments otherwise due to Customer until such time that: (i) a Chargeback is assessed, in which case BS&A will retain the funds; (ii) the period of time under Applicable Law or Network Rules by which the Payor may dispute the Transaction has expired; or (iii) BS&A determines that a Chargeback on the Transaction will not occur, in which case BS&A will instruct the release of the withheld funds to Customer. If BS&A is unable to recover funds related to a Chargeback for which Customer is liable, BS&A may set off or debit Customer's Account for the full amount of the applicable Chargeback, or, if BS&A is unable to do so, Customer shall pay BS&A the amount of such Chargeback and any associated fees, fines

or penalties immediately upon demand. Customer will pay all costs and expenses, including without limitation attorneys' fees, other legal expenses, and handling fees incurred by or on behalf of BS&A in connection with the collection of all Chargebacks. This section will survive termination of this Addendum. Additional Chargeback terms and requirements are set forth in the Processor Agreements.

4.2 Investigations. BS&A is not obligated to intervene in any dispute arising between Customer and Payors. Notwithstanding anything to the contrary herein, if BS&A or Processor needs to conduct an investigation or resolve any pending dispute related to Customer Losses, Customer will assist BS&A when requested, at Customer's expense, to investigate such Customer Losses. Customer will timely submit all applicable information, documentation, or evidence related to Chargebacks to BS&A or Processor, within the timeframe instructed by BS&A, necessary for BS&A to meet card network timelines for submitting evidence and responding to a Chargeback. Customer authorizes BS&A to share information about a Chargeback with the Payor, the Payor's financial institution and Customer's financial institution in order to investigate or mediate a Chargeback. BS&A will request necessary information from Customer to contest the Chargeback. If a Chargeback dispute is not resolved in Customer's favor by the card network or issuing bank or Customer chooses not to contest the Chargeback, BS&A may recover the Chargeback amount and any associated fees. Customer acknowledges that its failure to assist BS&A or Processor in a timely manner when investigating a Transaction, including providing necessary documentation within the time period specified in BS&A's or Processor's request, may result in an irreversible Chargeback. BS&A or Processor may charge a fee as set forth in the applicable price schedule for mediating or investigating Chargeback disputes, in addition to any other Chargeback fees set forth in this Addendum, the Processor Agreements or the Agreement, if applicable. BS&A and Processor reserve the right to change such fees at any time. If BS&A reasonably suspects that the Customer's access to the BS&A platform or Payment Processing Services has been used for an unauthorized, illegal, or criminal purpose, Customer gives BS&A express authorization to (but understands that BS&A is not obligated to) share information about Customer and any Transactions with law enforcement. Customer will pay all costs and expenses, including without limitation attorneys' fees, other legal expenses, and handling fees incurred by or on behalf of BS&A in connection with the collection of Customer Losses. Customer understands and agrees that additional terms related to Customer Losses may be set forth in the Processor Agreements. This Section will survive termination of this Addendum.

5. Liability

5.1 Indemnification. In addition to the indemnification obligations under the Processor Agreements and the Agreement, Customer will indemnify, defend and hold harmless BS&A and its officers, directors, employees, affiliates, agents and representatives (collectively with BS&A, the "**BS&A Parties**") from and against any and all losses, damages, costs (including legal fees), Fines, claims, assessments, Chargebacks, fees, and other amounts incurred (by Processor or BS&A Parties) that are caused by, arise out of or are in any way related to: (a) Customer's breach of any of its obligations, representations, warranties or covenants in this Addendum; (b) the Processor Agreements (including Customer's breach of its obligations in the Processor Agreements) or Customer's use of the Payment Processing Services, including all activity on Customer's Account(s); (c) Customer's violation or non-compliance with any Applicable Law or Network Rules (including non-compliance of PCI-DSS); (d) all Customer Losses; (e) Customer's implementation of a Payor Fee Program; and (f) Customer's fraud, gross negligence or willful misconduct.

5.2 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BS&A PARTIES BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT BS&A IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL BS&A'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS ADDENDUM EXCEED IN THE AGGREGATE THE TOTAL FEES CUSTOMER PAID TO BS&A UNDER THIS ADDENDUM IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT. FOR THE AVOIDANCE OF DOUBT, CUSTOMER AGREES AND ACKNOWLEDGES THAT ANY ASSESSMENT, FINE, PENALTY, FEE, OR OTHERWISE

IMPOSED BY PROCESSOR, A BANK, A CARD NETWORK OR A GOVERNEMNT AGENCY OR REGULATOR WILL BE DEEMED TO BE A DIRECT DAMAGE AND NOT INDIRECT, CONSEQUENTIAL, OR INCIDENTIAL.

5.3 Warranty Disclaimer. CUSTOMER AGREES THAT CUSTOMER'S USE OF THE PAYMENT PROCESSING SERVICES WILL BE AT CUSTOMER'S SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, BS&A PARTIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE PAYMENT PROCESSING SERVICES AND CUSTOMER'S USE THEREOF. CUSTOMER MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE ACCURACY OR COMPLETENESS OF THE PAYMENT PROCESSING SERVICES. BS&A DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY IN CONNECTION WITH THE PAYMENT PROCESSING SERVICES, AND BS&A WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN CUSTOMER AND THIRD-PARTY PROVIDERS (INCLUDING PROCESSOR) OF PRODUCTS OR SERVICES, INCLUDING THE PAYMENT PROCESSING SERVICES.

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

6. Term and Termination

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

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

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

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

7. General

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

7.2 Amendments. Except as set forth below in this section, this Addendum may only be amended with the written consent of both parties. BS&A reserves the right to amend this Addendum, including applicable fees and rates, at any time. BS&A will use reasonable efforts to give Customer thirty (30) days' prior notice of any material amendment. If Customer does not agree to the amendment it may terminate this Addendum without penalty within thirty (30) days of receiving notice of the amendment. Failure to terminate this Addendum prior to the effective date of the amendment, or any continued use of the Payment Processing Services following the effective date of the amendment, will constitute Customer's acceptance of and agreement to the amendment. Notwithstanding the foregoing, the termination right set forth herein will not apply to any amendment which, in BS&A's sole and absolute discretion, is required to comply with applicable laws or Network Rules, or to pass through increases in third party costs and fees, including but not limited to fees and assessments charged by Processor, payment networks, or BS&A's vendors and service providers.

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

7.4 Counterparts. This Addendum may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronic signature shall be accepted as an original for all purposes.

7.5 Electronic Signatures. This Addendum may be executed and delivered by electronic means (including click-to-accept) and the parties agree that such electronic execution and delivery will have the same force and effect as delivery of an original document with original signatures, and that each party may use such electronic signatures as evidence of the execution and delivery of this Addendum to the same extent that an original signature could be used.

7.6 Notices. Unless otherwise indicated, all notices required to be made of Customer to BS&A under this Addendum must be delivered in accordance with Section 15.3 (Notices) of the Customer Agreement

7.7 **Survival**. All portions of this Addendum that would reasonably be believed to survive termination shall survive and remain in full force upon termination, including but not limited to the Limitation of Liabilities, Representation and Warranties, Licensing, Indemnification, and Dispute Resolution sections.

AGREED AND ACCEPTED

BS&A Software, LLC		**City of Harper Woods, Wayne County, MI**	
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____		
_____		_____	
Signature		Signature	

Exhibit 1

Definitions

For purposes of the Addendum, capitalized terms are defined as follows:

1. "**ACH**" means the Automated Clearing House.

2. "**Account**" means an account that Customer sets up with Processor.

3. "**Applicable Law**" means any applicable law, rule, regulation or order.

4. "**Chargeback**" means a Transaction that is successfully charged back at the request of a cardholder or the issuer pursuant to relevant Network Rules, resulting in a cancellation of a Transaction for which Customer has been paid or was due to be paid and an obligation to refund the relevant amount of the transaction to cardholder.

5. "**Fine**" means any fine, assessment, uplifted service fee or other additional payment imposed by the Payment Networks, regulatory or governmental authorities, and/or the financial institution that processes a Transaction.

6. "**Network Rules**" means the rules and regulations of all applicable payment networks, including industry standards such as the Payment Card Industry Data Security Standards ("**PCI-DSS**").

7. **"Payment Method"** means the type of payment to be accepted by Customer from a Payor.

8. "**Processor**" means the applicable payment processor that BS&A designates or modifies from time to time, in its sole discretion. BS&A's Processors as of the "Last Updated" date of this Addendum are identified in the applicable Payment Method Schedule.

9. "**Processor Agreement**" means the Processor's applicable agreement(s) as identified in the applicable Payment Method Schedule, and any other terms and conditions of Processor as each may be updated or modified by Processor from time to time.

10. "**Transaction**" means any transaction involving Customer's goods or services that is processed through the Payment Processing Services pursuant to this Addendum.

Exhibit 2

Tax E-Delivery Consent

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

Consent to Electronic Delivery of Tax-Related Documents

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

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

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

Electronic Delivery

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

(a) via email at the email address BS&A has on file for you; and/or

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

Additional or Substitute Paper Copies

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

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

Notification of Change of Tax Information or Email

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

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

Withdrawal or Termination this Consent

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

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

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

System Requirements

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

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

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

Contact BS&A

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

BS&A Software, LLC
14965 Abbey Ln. Bath, MI 48808-7709
support@bsasoftware.com

Exhibit 3

Payment Processing Services & Fees

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

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

Credit Card – Visa, Mastercard, Discover, American Express – Absorbed by Municipality		
Online, Text, IVR, Counter	Percentage	Per Transaction
Utility Billing	2.80%	$0.50
Tax	2.80%	$0.50
Misc.	2.80%	$0.50

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

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

Item	Price	Quantity	Total
Stripe S710 Terminal and Dock	$365.00	2	$730.00
Stripe S710 Terminal	$300.00		
Stripe S710 Dock	$65.00		
Stripe S710 Hub	$50.00		
Stripe S710 Case	$35.00		

Payment Type	Accept Payments Using this Method
Online with BS&A Online	x
Text-to-Pay	x
IVR Phone Payments	x
Counter with Cash Receipting	x

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

Payment Method Schedule to the Integrated Payments Addendum

Card Processing and ACH Services

Last Updated: April 21, 2026

By using Card Processing and/or ACH Services, Customer agrees to the terms of this Payment Method Schedule for Card Processing and ACH Services, which supplement the terms of the Integrated Payments Addendum last entered into between BS&A and Customer. Capitalized terms used but not defined in this Payment Method Schedule have the meanings given in the Addendum. In the event of a conflict between the terms of this Payment Method Schedule and the terms of the Addendum, the conflicting term in this Payment Method Schedule will prevail, but only to the extent of the conflict.

1. **Processor and Processor Agreements.** As of the "Last Updated" date of the Addendum, BS&A's Processor for Card Processing and ACH Services is Stripe, Inc. ("**Stripe**"), and Customer's use of Card and/or ACH Processing Services is subject to Customer entering into the following Processing Agreement(s) with Stripe: the Stripe Connected Account Agreement, the Stripe Services Agreement, the Stripe Privacy Policy, and other terms and conditions of Stripe, as each may be updated or modified by Stripe from time to time (collectively, the "**Stripe Agreements**"). Customer may not use Card Processing or ACH Services unless Customer enters into the Stripe Agreements with Stripe.

2. **Card Processing Services Terms**. The following apply to Customer's use of Card Processing and ACH Services:

(a) For Card Processing and ACH Services, the "Account" is Customer's Stripe Connected Account (as such term is defined in the Stripe Agreements). Customer will not use the Stripe Connected Account for any activity prohibited by Stripe, including but not limited to those activities listed in the section of Stripe Services Agreement titled "Services Restrictions" or those activities listed in the Stripe Restricted Businesses List. Customer shall not use the Card Processing or ACH Services to conduct a Restricted Business or transact with a Restricted Business. Customer may not use the Card Processing or ACH Services in breach of the Connected Account Agreement or for any activity that Applicable Law or the Stripe Agreements prohibit.

(b) In connection with Section 2.1 of the Addendum, for the avoidance of doubt, any fees or payment terms that may be posted on Stripe's website for Stripe's direct customers are not applicable.

(c) For purposes of Section 5.1, Customer Losses include all "Merchant Losses" as that term is defined in the Stripe Agreements.

AGREED AND ACCEPTED

BS&A Software, LLC		**City of Harper Woods, Wayne County, MI**	
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____		
_____		_____	
Signature		Signature	

CITY OF HARPER WOODS

CITY COUNCIL MEETING OF OCTOBER 5, 2026

AGENDA EXPLANATION

OTHER BUSINESS NO. 1 BUDGET WORKSHOP SESSION

EXPLANATION / SUMMARY

As scheduled, we will hold a budget workshop session on Monday night. Your budget workbooks have been given to you under separate cover.

RECOMMENDED ACTION:

By MOTION, to adjourn to Budget session.

SUBMITTED BY: **City Manager, John Szymanski**

___Approved ___Vote